

**WHITE MOUNTAIN APACHE  
HOUSING AND CONSTRUCTION CODE**

*Effective July 11, 2012*

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**TABLE OF CONTENTS**

**CHAPTER ONE  
UNIFORM BUILDING CODE**

SECTION 1.1	POLICY .....	1
SECTION 1.2	ADOPTION OF UNIFORM BUILDING CODE .....	1
SECTION 1.3	EFFECTIVE AREAS .....	1
SECTION 1.4	CONTRACTS .....	1
SECTION 1.5	VIOLATION; PENALTY.....	1

**CHAPTER TWO  
UNIFORM PLUMBING CODE**

SECTION 2.1	POLICY .....	2
SECTION 2.2	ADOPTION OF UNIFORM PLUMBING CODE .....	2
SECTION 2.3	EFFECTIVE AREAS .....	2
SECTION 2.4	CONTRACTS .....	2
SECTION 2.5	VIOLATION; PENALTY.....	2

**CHAPTER THREE  
UNIFORM HOUSING CODE**

SECTION 3.1	POLICY .....	3
SECTION 3.2	ADOPTION OF UNIFORM HOUSING CODE .....	3
SECTION 3.3	EFFECTIVE AREAS .....	3
SECTION 3.4	CONTRACTS .....	3
SECTION 3.5	VIOLATION; PENALTY.....	3

**CHAPTER FOUR  
UNIFORM ELECTRICAL CODE**

SECTION 4.1	POLICY .....	4
-------------	--------------	---

SECTION 4.2	ADOPTION OF UNIFORM ELECTRICAL CODE.....	4
SECTION 4.3	EFFECTIVE AREAS .....	4
SECTION 4.4	CONTRACTS .....	4
SECTION 4.5	VIOLATION; PENALTY.....	4

**CHAPTER FIVE  
FIRE PREVENTION CODE**

SECTION 5.1	POLICY.....	5
SECTION 5.2	ADOPTION OF FIRE PREVENTION CODE .....	5
SECTION 5.3	EFFECTIVE AREAS .....	5
SECTION 5.4	CONTRACTS .....	5
SECTION 5.5	VIOLATION; PENALTY.....	5

**CHAPTER SIX  
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**CHAPTER SEVEN  
MECHANICAL CODE**

SECTION 7.1	POLICY.....	7
SECTION 7.2	ADOPTION OF MECHANICAL CODE .....	7
SECTION 7.3	EFFECTIVE AREAS .....	7
SECTION 7.4	CONTRACTS .....	7
SECTION 7.5	VIOLATION; PENALTY.....	7

**CHAPTER EIGHT  
UNIFORM FUEL GAS CODE**

SECTION 8.1	POLICY.....	8
SECTION 8.2	ADOPTION OF FUEL GAS CODE .....	8
SECTION 8.3	EFFECTIVE AREAS .....	8
SECTION 8.4	CONTRACTS .....	8

SECTION 8.5	VIOLATION; PENALTY.....	8
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**CHAPTER NINE  
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**CHAPTER TEN  
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**CHAPTER ELEVEN  
HOUSING AUTHORITY**

SECTION 11.1	CONSTITUTIONAL AUTHORITY .....	11
SECTION 11.2	AUTHORIZATION OF HOUSING AUTHORITY TO TRANSACT BUSINESS AND EXERCISE POWERS; PROOF .....	11
SECTION 11.3	DECLARATION OF NEED .....	11
SECTION 11.4	PURPOSES .....	12
SECTION 11.5	APPLICABILITY .....	12
SECTION 11.6	DEFINITIONS .....	13
SECTION 11.7	JURISDICTION .....	14
SECTION 11.8	SEVERABILITY.....	14
SECTION 11.9	DESIGNATION OF TRIBALLY DESIGNATED HOUSING ENTITY .....	14
SECTION 11.10	COUNCIL RIGHTS AND OBLIGATIONS .....	15
SECTION 11.11	BOARD QUALIFICATION AND APPOINTMENTS .....	16
SECTION 11.12	RATIFICATION OF PRIOR ACTS.....	19
SECTION 11.13	AMENDMENT .....	19
SECTION 11.14	CONFLICTS WITH OTHER LAWS .....	19
SECTION 11.15	MISCELLANEOUS .....	19

**CHAPTER TWELVE  
RESIDENTIAL LEASES**

SECTION 12.1	RESIDENTIAL LEASE FORM FOR TRIBAL MEMBERS .....	21
SECTION 12.2	RESIDENTIAL LEASE FORM FOR VETERAN'S ADMINISTRATION .....	21

SECTION 12.3	RESIDENTIAL LEASE FORM FOR FARMER’S HOME ADMINISTRATION LOAN HOMESITES .....	21
SECTION 12.4	LIMITATION ON LEASED GROUND .....	22
SECTION 12.5	LEASEHOLD MORTGAGES .....	22

**CHAPTER THIRTEEN  
WASTEWATER MANAGEMENT**

SECTION 13.1	PURPOSE .....	32
SECTION 13.2	PROHIBITED WASTE DISCHARGES AND DISCHARGE OF RAINWATER .....	32
SECTION 13.3	CONSTRUCTION AND INSPECTION OF NEW SEWERS AND CONNECTIONS..	32

**EXHIBIT A**

SECTION 12.1	EXHIBIT A - TRIBAL MEMBER LEASE FORM
SECTION 12.2	EXHIBIT A - VETERANS ADMINISTRATION LEASE FORM
SECTION 12.5	EXHIBIT A - FARMER’S HOME ADMINISTRATION LEASE FORM

**CHAPTER TWELVE  
RESIDENTIAL LEASES**

[Note: Chapter Seven was derived from Ordinance No. 44, enacted December 7, 1961; Ordinance No. 75, enacted April 14, 1966; Ordinance No. 91, enacted May 3, 1972; Ordinance No. 189, enacted June 1, 1994; Ordinance No. 199, enacted November 21, 1995; and amended as Chapter Twelve by Ordinance No. 241, enacted May 30, 2012.]

**SECTION 12.1      RESIDENTIAL LEASE FORM FOR TRIBAL MEMBERS**

A.      The attached lease form marked Exhibit A is approved as the lease form for all areas or lots to be leased on the Fort Apache Indian Reservation to members of the White Mountain Apache Tribe.

B.      This lease form may be hereafter altered by resolution of the Tribal Council and approval of same by the Secretary of the interior or his duly authorized representative.

**SECTION 12.2      RESIDENTIAL LEASE FORM FOR VETERAN'S  
ADMINISTRATION**

[Note: Section 12.2 is amended by Ordinance No. 189, enacted June 1, 1994.]

A.      **Statement of Policy:** The Secretary of Veterans Affairs is authorized under the provisions of Title 38 U.S. Code §§ 372 *et seq.* to establish a program of direct loans for Native American veterans living on trust lands. The Department of Veterans Affairs will make direct loans available to qualified Native American veterans for the purchase of homes on trust lands to the extent funds are available and provided that the Tribe has established standards and procedures that apply to the conveyance of a leasehold interest in real property by a Tribal member veteran borrower to the VA as security for said loans through an approved lease form.

B.      The attached residential lease form marked "Exhibit A" is hereby approved by the White Mountain Apache Tribe to be used when individual Tribal Members acquire VA secured loans.

**SECTION 12.3      RESIDENTIAL LEASE FORM FOR FARMER'S HOME**

A.      The attached Residential Lease Form marked "Exhibit A" and by reference made a part of this Chapter is hereby approved by the White Mountain Apache Tribe.

B.      The form shall be used only when the individual tribal member has applied for a loan from the Farmer's Home Administration.

**SECTION 12.4      LIMITATION ON LEASED GROUND**

- A.     The ground to be leased to individual Indians shall not exceed one acre.
- B.     The Tribe can lease said ground to said housing authority for as long a period as the law allows.

**SECTION 12.5      LEASEHOLD MORTGAGES**

[NOTE: Section 12.5A. was amended by Ordinance No. 210, enacted September 11, 1997.]

**A.     PURPOSE**

The purpose of this Chapter of the Housing and Construction Code is to avail the White Mountain Apache Tribe and its members of financing for the construction and/or purchase of family residences on trust land within the jurisdiction of the Fort Apache Indian Reservation by prescribing procedures for the recording, priority and foreclosure of leasehold mortgages including but not limited to, mortgages given to secure loans guaranteed by the Department of Veterans Affairs under the Native American Veteran Direct Loan Program authorized under Title 38 U.S. Code § 3761 et. seq. (hereinafter VA), Farmers Home Administration (hereinafter FHA), the Federal National Mortgage Association ( FNMA) and Section 184 Indian Housing Loan Guarantee Program pursuant to Section 184 of the Housing and Community Development Act, P.L. 102-550 (hereinafter HUD), or other lender approved by Tribal Council resolution, provided that under no circumstances, including default and forfeiture, shall a non-member of the Tribe be permitted to become a lessee or otherwise hold a leasehold interest within the Fort Apache Indian Reservation.

**B.     DEFINITIONS**

(1)     **Lease** shall mean the lease of trust property for which a Leasehold Mortgage, as defined in this document, has or will be given.

(2)     **Leasehold Mortgage** shall mean any mortgage of a lease of trust property given to secure loans and shall include loans guaranteed by VA, FHA, FNMA and HUD.

(3)     **Leasehold Mortgage Foreclosure Proceeding** shall mean a proceeding in the Tribal Court:

(a)     To foreclose the interest of the Mortgagor(s), and each person or entity claiming through the Mortgagor(s).

(b)     To assign such Lease to the Lender and/or Secretary or the Secretary's assignee.

(4) **Lender** shall mean the Tribe, the White Mountain Apache Tribe - Revolving Credit Program, any financial institution, the federal government or any other corporation, entity or person that is a mortgagee as defined in this Chapter.

(5) **Lessor** shall mean the beneficial or equitable owner of trust or otherwise restricted property under a Lease for which a Mortgage, as defined in this document, has been given, or the heir(s), successor(s), executor(s), administrator(s), or assign(s) of such Lessor.

(6) **Mortgagor** shall mean the Tribe or any Native American(s) who has executed a Leasehold Mortgage as defined in this document, or any heir(s), successor(s), executor(s), administrator(s) or assign(s) of the Tribe or such Native American(s).

(7) **Mortgagee** shall mean the mortgagee under any Leasehold Mortgage as defined in this document or the successor(s) in interest of any such mortgagee, including the Lender, Secretary as defined in this document, or the Secretary's assignee under any such mortgage.

(8) **Nuisance** shall mean the maintenance on real property of a condition which:

(a) Unreasonably threatens the health or safety of the public or neighboring land users; or

(b) Unreasonably and substantially interferes with the ability of neighboring property users to enjoy the reasonable use and occupancy of their property.

(9) **Secretary** shall mean the Secretary of the United States Department of Veterans Affairs or designee, and the Secretary of the Department of Housing and Urban Development or designee, and the Secretary of Agriculture or designee.

(10) **Subordinate Lienholder** shall mean the holder of any lien, including a subsequent mortgage, perfected subsequent to the recording of a Leasehold Mortgage under this document (except the Tribe with respect to a claim for a tribal leasehold tax).

(11) **Tenant** shall mean any person who occupies real property under a lease, rental agreement or other agreement with a lessor as defined in this document.



(12) **Tribal Court** shall mean the Tribal Court as established by the laws of this Tribe or such body as may now or hereafter be authorized by the laws of the Tribe to exercise the powers and functions of a court of law.

(13) **Tribal Recording Clerk** shall mean the person designated by the Tribe to perform the recording functions required by this document or any deputy or designee of such person.

(14) **Tribe** shall refer to the White Mountain Apache Tribe as defined in the Tribal Constitution.

(15) **Unlawful Detainer Action** shall be a suit brought before the Tribal Court to terminate a tenant's interest in real property and/or to evict any person from occupancy of real property.

(16) **Waste** is spoil or destruction by a tenant of land, buildings, gardens, trees or other improvements which result in substantial injury to the lessor's interest in the property.

(17) **Writ of Restitution** is an order to the Tribal Court:

(a) Restoring an owner or lessor or the Secretary to possession of real property, and

(b) Evicting a tenant or other occupant therefrom.

**C. PRIORITY**

A Leasehold Mortgage recorded in accordance with the recording procedures set forth in this Title shall have priority over any lien not perfected at the time of such recording and any subsequent lien or claim excepting a lien or claim arising from a tribal leasehold tax assessed after the recording of the mortgage. Nothing in this section shall prevent any person or entity from recording a Leasehold Mortgage in accordance with State law or from filing a Leasehold Mortgage with the Bureau of Indian Affairs.

**D. RECORDING**

(1) The Tribal Recording Clerk shall maintain in the Tribal Court a system for the recording of Leasehold Mortgages and such other documents as the Tribe may designate by law or resolution.

(2) The Tribal Recording Clerk shall endorse upon any Leasehold Mortgage or other document received for recording:

(a) The date and time of receipt of the Leasehold Mortgage or other document;

(b) The filing number, to be assigned by the Tribal Recording Clerk, which shall be a unique number for each Leasehold Mortgage or other document received; and

(c) The name of the Tribal Recording Clerk receiving the Leasehold Mortgage or document.

(3) Upon completion of the above endorsements, the Tribal Recording Clerk shall make a true and correct copy of the Leasehold Mortgage or other document and shall certify the copy as follows:

White Mountain Apache Tribe )  
 ) ss.  
Fort Apache Indian Reservation )

I certify that this is a true and correct copy of a document received for recording this date.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

The Tribal Recording Clerk shall maintain the copy in the records of the recording system and shall return the original of the Leasehold Mortgage or other document to the person or entity that presented the same for recording.

(4) The Tribal Recording Clerk shall also maintain a log of each Leasehold Mortgage or other document recorded in which there shall be entered:

(a) The name(s) of the Mortgagor(s) of each Leasehold Mortgage, identified as such;

(b) The name(s) of the Mortgagee(s) of each Leasehold Mortgage, identified as such;

(c) The name(s) of the grantor(s), grantee(s), or other designation of each party named in any other documents;

(d) The date and time of receipt;

(e) The filing number assigned by the Tribal Recording Clerk;  
and

(f) The name of the Tribal Recording Clerk receiving the Leasehold Mortgage or document.

(5) The certified copies of the Leasehold Mortgages and other documents and the log maintained by the Tribal Recording Clerk shall be made available for public inspection and copying.

**E. LEASEHOLD MORTGAGE FORECLOSURE PROCEEDINGS**

Upon the default of the Mortgagor(s) under a Leasehold Mortgage, the Lender or Secretary may commence a Leasehold Mortgage foreclosure proceeding in the Tribal Court by filing:

(1) A verified complaint:

(a) Naming the Mortgagor(s) and each person or entity claiming through the Mortgagor(s) subsequent to the recording of the Leasehold Mortgage, including each Subordinate Lienholder (except the Tribe with respect to a claim for a tribal leasehold tax), as a defendant;

(b) Describing the property;

(c) Stating the facts concerning the execution of the Lease and the Leasehold Mortgage; the facts concerning the recording of the Leasehold Mortgage; the facts concerning the alleged default(s) of the Mortgagor(s); and such other facts as may be necessary to constitute a cause of action;

(d) Having appended as exhibits, true and correct copies of each promissory note, Lease, Leasehold Mortgage, or assignment therefor relating to the property; and

(e) In loans guaranteed by VA, FHA, FNMA and HUD, an allegation that all relevant requirements and conditions prescribed in: (i) Title 38 U.S. Code §§ 3761 *et. seq.* and Section 184 of the Indian Housing Loan Guarantee Program; (ii) the regulations promulgated thereunder by

the Secretary; and (iii) the provisions of the Lease, have been complied with by the Secretary.

(2) A summons issued as in other cases requiring the Mortgagor(s) and each other defendant to appear for a trial upon the complaint on a date and time specified in the summons.

#### **F. SERVICE OF PROCESS AND PROCEDURES**

The laws of the Tribe governing service of process and all other matters relating to the conduct of Tribal Court proceedings shall apply to any Leasehold Mortgage Foreclosure Proceeding pursuant to this document.

#### **G. CURE OF DEFAULT BY SUBORDINATE LIENHOLDER**

Prior to the entry of a judgment of foreclosure, any Mortgagor or any Subordinate Lienholder may cure the default(s) under the Leasehold Mortgage. Any Subordinate Lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such Subordinate Lienholder to cure the default(s), plus interest on such amounts at the rate stated in the note for the Leasehold Mortgage.

#### **H. POWERS OF THE TRIBAL COURT**

If the alleged default(s) have not been cured, and if the Tribal Court should find for the Lender or Secretary, the Tribal Court shall enter judgment:

(1) Foreclosing the interest in the Lease of the Mortgagor(s) and each other defendant named in the complaint upon whom proper and timely service has been made, including each such Subordinate Lienholder; and

(2) Assigning such Lease to the Lender or Secretary or the Secretary's assignee.

### **EVICITION PROCEDURES**

#### **I. JURISDICTION**

The provisions of this section shall apply to all persons and property subject to the governing authority of the Tribe as established by the Tribal Constitution.

#### **J. DEFINITIONS**

The definitions provided in the section on Leasehold Mortgages applies to this section as well.

**K. UNLAWFUL DETENTION**

A tenant or other occupier of land shall be guilty of unlawful detainer if such person shall continue in occupancy of real property under any of the following situations:

(1) Without the requirement of any notice:

(a) After the expiration of the term of the lease or other agreement; or

(b) If such person has entered onto or remains on the real property of another without the permission of the owner and without having any substantial claim of a lease or title of the property; or

(c) After the interest of such person in a lease has been foreclosed in a leasehold mortgage foreclosure proceeding in the Tribal Court.

(2) After having received 30 days' notice, the tenant or occupier shall remain in possession of the property contrary to the terms of the notice as follows:

(a) when such person has received notice -

(i) That he or she is in default in the payment of rent; and

(ii) Requiring him or her, to either pay the rent or surrender possession of the occupied property, and such person has remained in possession after receipt of such notice without either surrendering possession of the property or paying the rent; or

(b) When the lease of the property is for an indefinite time, with rent to be paid monthly or by some other period, and the lessor has given notice of termination of the tenancy at least 30 days prior to the end of such month or period; or

(c) When such person shall continue to fail to keep or perform any condition or covenant of the lease or agreement under which the property is held after he has been given notice to surrender the property; or

(d) When such person continues to commit or to permit waste upon or maintain a nuisance upon the occupied property after having been given notice, to either cease such waste or maintenance of nuisance or to surrender the property.

**L. PROCEDURES FOR SERVICE OF NOTICE**

Notices required or authorized in the immediately preceding section shall be given in writing by either:

- (1) Delivering a copy personally to the tenant or occupier or to any adult members of his or her family residing on the premises; or
- (2) Posting said notice in a conspicuous place near the entrance to said premises, and by sending an additional copy to the tenant or occupier by certified mail, return receipt requested, properly addressed, postage prepaid.

Proof of service by either of the above methods may be made by affidavit of any adult person stating that he or she has complied fully with the requirements of either of these two methods of service.

**M. COMPLAINT AND SUMMONS**

The owner of real property or lessor or Lender or Secretary shall commence an action for unlawful detainer by filing with the Court, in writing, the following documents:

- (1) A complaint, signed by the owner, lessor, lender, the Secretary, an agent, or attorney, stating:
  - (a) The facts on which he or she seeks to recover,
  - (b) Describing the property so that it can be identified with reasonable certainty; and
  - (c) Any claim for damages or compensation due from the persons to be evicted.
- (2) A summons issued as in other cases requiring the defendants to appear for trial upon the complaint on a date and time specified in the summons. The trial date specified in the summons shall be not less than 6 nor more than 30 days from the date of service of the summons and complaint. The summons must notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file with the court an answer and appear for trial at the time, date and place specified in the summons.

**N. SERVICE OF SUMMONS AND COMPLAINT**

A copy of the summons and complaint shall be served upon the defendants in the manner provided by the Tribal Court rules for service of process in civil matters. In the

absence of such Tribal Court rules, the summons and complaint shall be served by one of the two methods authorized in the section on procedures for service of notice, above.

**O. POWER OF THE TRIBAL COURT**

The Tribal Court shall enter a Writ of Restitution if:

(1) Notice of suit and trial is given by service of summons and complaint in accordance with the procedures provided in this document; and,

(2) The Tribal Court shall find that the occupier of the real property is guilty of an act of unlawful detainer.

Upon issuance of a Writ of Restitution, the Tribal Court shall have the authority to enter against the defendants a judgment for the following: back rent, unpaid utilities, charges due the Tribe, Lender, Indian Housing Authority, and land owner under any lease or occupancy agreement (not including a leasehold mortgage); and for damages caused by the defendants to the property other than ordinary wear and tear. The Tribal Court shall have the authority to award to the prevailing party his costs and reasonable attorney's fees in bringing suit.

**P. CONTINUANCES IN CASES INVOLVING THE SECRETARY**

Except by agreement of all parties, there shall be no continuances in the cases involving the Lender or Secretary which will interfere with the requirement that the Writ of Restitution in a case involving the Lender or Secretary be enforced not later than 60 days from the date of service of the summons and complaint.

**Q. ENFORCEMENT**

Upon Issuance of a Writ of Restitution by the Tribal Court, tribal law enforcement officers shall enforce the Writ of Restitution by evicting the defendants and their property from the premises which are unlawfully occupied. In all cases involving the Lender or Secretary, the Writ of Restitution shall be enforced not later than 60 days after the date of service of the summons and complaint.

**R. SEVERABILITY**

If any provision of this Section or the application thereof, is held invalid for any reason, by a court of competent jurisdiction, the remainder of this Ordinance, or other applications of such provision, shall not be affected and shall continue in full force and effect.

**S.     REPEAL OF PRIOR ACTS**

Adoption of this Leasehold Mortgage Ordinance supersedes and repeals any prior ordinances in conflict therewith.



**TRIBAL MEMBER LEASE FORM**

**SECTION 12.1 EXHIBIT A**

Contract No. \_\_\_\_\_

**DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs**

THIS INDENTURE OF LEASE, made and entered into in sextuplicate on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ Chairman of the Tribal Council for and on behalf of the White Mountain Apache Tribe of Indians of Whiteriver, Arizona, party of the first part, hereinafter called the Lessor, and \_\_\_\_\_ of \_\_\_\_\_, part \_\_\_\_\_ of the second part, hereinafter called the Lessee:

WITNESSETH:

THAT WHEREAS, Lessor desires to enter into a long-term lease of those certain premises described as follows, to-wit:

and

WHEREAS, the Lessee hereto desires to enter into said long-term lease covering said above-described premises for the purpose of constructing a residential dwelling;

NOW, THEREFORE, in consideration of the premises and of the promises, covenants and conditions hereinafter set forth, to be kept and performed by the respective parties hereto, it is understood and agreed as follows:

1. The Lessor, in consideration of the rents and covenants hereinafter agreed to be paid and performed by said Lessee, doe hereby demise, lease and let, and said Lessee does hereby hire and take from said Lessor, those certain premises hereinabove described.

TO HAVE AND TO HOLD said premises for a term of twenty-five (25) years, commencing on \_\_\_\_\_, \_\_\_\_\_. This lease may be renewed at the option of the Lessee for a further term of not to exceed \_\_\_\_\_ ( ) years, commencing at the expiration of the original term, upon the same conditions and terms as in effect at the expiration of the original term provided that notice of the exercise of such option shall be given by the Lessee to the Lessor and the Superintendent in writing at least twelve (12) months prior to said expiration of original term.

2. Lessee hereby agrees to pay rent for said premises the sum of \_\_\_\_\_ Dollars, payable as follows: \_\_\_\_\_ Dollars on or before \_\_\_\_\_, \_\_\_\_, and the balance in yearly installments of \_\_\_\_\_ Dollars per year, commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, an like amount on or before the 1st day of each and every year thereafter during the term of this lease.

3. The Lessee covenants and agrees to abide by the minimum construction specifications as prescribed by lessor, and all development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the Lessor. Trees or shrubbery on the leased area may be removed or destroyed only after the Lessor or its designated agent and the Superintendent have approved, and have marked or have otherwise designated that which may be removed or destroyed.

4. It is understood and agreed that the Tribal Ordinance restricts the acreage being leased to individual Indians to one acre or less and the Lessee covenants that the area being leased does not exceed one acre.

5. The Lessee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to Lessor, and all electric wiring, if and when installed, shall conform to underwriters specifications.

6. The Lessee in exercising the privileges granted by this lease, covenants and agrees to and with the Lessor that the premises shall, during the said leased term, be used only and exclusively for proper and legitimate residential purposes, and it is expressly agreed between the parties hereto that the Lessee will not use or suffer or permit any person to use in any manner whatsoever the demised premises, or any building or improvements thereon or any portion thereof, for any purpose calculated to injure the reputation of the premises or of the neighboring property, nor for any purpose or use in violation of the laws of the United States, the State of Arizona, or the ordinances or regulations of the White Mountain Apache Tribe, including but not restricted to Tribal Fish and Game Laws, nor for any immoral or unlawful purpose whatsoever; and Lessee further covenants and agrees not to disturb the peace or quiet of the neighborhood.

7. The Lessee shall take all reasonable precautions to prevent and suppress forest fires. No materials shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Lessor or its authorized agent. The roof shall be kept clear of leaves and other inflammable material which the premises are occupied and the grounds shall be kept clear of all brush, dry grass or other inflammable waste material for a distance of twenty-five (25) feet on all sides of the dwelling, and all campfires built outside the dwelling will be confined to small areas cleared of all inflammable material and will be carefully tended until extinguished. Brush or debris burning will not be allowed during windy, dry periods. Lessee further agrees to indemnify, protect and save harmless Lessor, the United States of America, its officials and employees, the White Mountain Apache Tribe of Indians and individual members thereof from and against all claims, demands and damages, together with costs and expenses arising out of Lessee's negligence or actionability faults in connection with constructing said building or improvements and occupying said premises.

8. The Lessee shall not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; the Lessee will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation drinking or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the Lessee or with Lessee's knowledge shall render this lease voidable at the option of the Superintendent.

9. If, at any time during the term of this lease, the leased premises or any part thereof, is taken or condemned under the laws of Eminent Domain, then and in every such case, the leasehold estate and interest of the Lessee in the said premises, or part thereof taken, shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased land shall be payable to and solely the property of the lessor, and the rental thereafter payable hereunder for the remainder of the term of the lease shall be reduced in the proportion that the value of the entire premises is reduced by such taking or condemnation. Compensation awarded for the taking of or injury to any building or improvement on the leased land shall be paid to Lessee and Lessor as their interests appear.

If twenty-five percent (25%) or more of the leased premises is taken or condemned under the laws of Eminent Domain, Lessee shall have the option to terminate this lease as of the date of title vesting in such proceeding. Reason of the taking of the leased land shall be payable to and solely the property of the Lessor, and the rental thereafter payable hereunder for the remainder of the term of the lease shall be reduced in the proportion that the value of the entire premises is reduced by such taking or condemnation. Compensation awarded for the taking of or injury to any building or improvement on the leased land shall be paid to Lessee and Lessor as their interests appear.

10. The Lessee shall have the right at any time during the term of this lease to alter, make additions to, remodel or repair any buildings or improvements placed upon the land, but no removal or demolition of the improvements under this lease shall take place without the prior written consent of the Lessor first had. The

Lessee shall, at all times during the term of this lease and at the Lessee's sole cost and expense, keep and maintain all buildings, structures, and other improvements erected and placed on said premises in good order and repair and the whole thereof in a clean, sanitary, neat, and attractive condition, and in such manner as shall be approved by the Lessor, and the Lessee shall construct, maintain and repair fences, walls, sewers, sewer connections, drains, driveways, sidewalks, and other improvements which may be required at any time by law to be constructed, maintained, and repaired upon or adjoining or in connection with or for the use of said premises or any part thereof, and the Lessee shall make any and all additions to or alterations in the building and structures erected on said premises which may be required by law and shall otherwise observe and comply with any and all public laws, ordinances, and regulations for the time being applicable to the said premises, and Lessee shall indemnify and save harmless the Lessor against all actions, claims, and damages by reason of the Lessee's failure to keep and maintain said premises and the buildings and improvements thereon as hereinabove provided, or by reason of its non-observance of any law, ordinance, or regulation applicable thereto.

11. In the event of Partial or total destruction of any building or improvement, under this lease, the Lessee, at the Lessee's sole cost and expense, shall reconstruct the building or improvements in compliance with applicable laws and building regulations and in accordance with the original general plans agreed upon under this lease, excepting those changes, alterations, or omissions permitted by the written consent of the Lessor and Superintendent. Such reconstruction shall commence within ninety (90) days, weather permitting, after the injury occurs and shall be pursued diligently.

12. The Lessee shall not permit mechanics', material-men's, contractors' or subcontractors' liens arising from any work of construction, repair, restoration or removal as herein provided or any other claims or demands of any nature to be enforced against the leased premises or any part thereof, but the Lessee shall pay all such claims, liens and demands before any action is brought to enforce same; or if the Lessee desires to contest any such lien, claim, or demand, Lessee may do so, provided that the Lessee will deposit an adequate bond to prevent enforcement of any lien if the Lessee is unsuccessful in such contest and the Lessee agrees to hold the Lessor and said premises free and harmless from any and all such liens, claims, or demands, together with all costs and expenses in connection therewith, the Lessee similarly shall have the right to contest any asserted tax or assessment against property by posting bond to prevent enforcement of any lien resulting therefrom, and the Lessor will execute any documents necessary in the Lessee's contest.

13. The Lessee shall pay, when, as the same become due and payable, all taxes, general and special assessments, and other like charges, including any and all licenses, fees or charges properly assessed, which may be levied, assessed, or imposed during the term of this lease or against the leased land and all interests therein and improvements and other property thereon to which either the Lessee or Lessor may become, liable in relation thereto; and the Lessee agrees to protect and hold harmless the Lessor and the leased premises and all interests therein and improvements thereon from any and all such taxes, assessments, and charges and from any lien therefor or sale or other proceedings to enforce payment thereof. Upon written application of the Lessor, the Lessee shall furnish to the Lessor for inspection and for such use as may be proper for the protection of Lessor's interest in the leased property, written evidence duly certified that any and all taxes required to be paid by Lessee hereunder have been paid, satisfied, or otherwise discharged. Lessor shall execute and file any documents requested by Lessee with reference to real estate tax exemption of the land.

14. In the event the Lessee shall fail to pay any tax, assessment, or other charges upon the leased premises when due and payable as provided herein, or shall fail to pay any lien or claim for labor or material used or employed in, or any claim for damages arising out of the construction, repair, restoration, maintenance, and use of said premises and the buildings and improvements erected and placed thereon, or any other claim, charge, or demand which Lessee has agreed to pay under the covenants of this lease, then the Lessor may, at his option, if the Lessee, after written notice from the Lessor, has failed to pay or to post bond against enforcement, pay any such tax, assessment, lien, claim, charge, or demand, or settle or discharge any action therefor, and all costs, expenses, damages and other sums incurred by Lessor in connection therewith shall be paid to Lessor upon demand, together with interest thereon at the rate of six percent (6%) from the date of payment until repaid, and any default in such payment shall constitute a breach of the covenants and conditions of this lease.

15. Neither the Lessor 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 Lessee or sublessee or any of the Lessees or sublessee's employees, guests, or invitees, or any other person whomsoever, caused by any use of the leased premises, or by any defect in any building, structure, or other improvement erected thereon, or arising from any accident on said premises or any fire other casualty thereon, or occasioned by the failure on the part of the Lessee or Sublessee to maintain said premises in a safe condition, or by any nuisance made or suffered on said premises, or by any act or omission of Lessee or Sublessee, or of assets or Sublessee's employees, guests, or invitees, or arising from any other cause whatsoever; and Lessee, as a material part of the consideration of this lease, hereby waives on Lessee's behalf all claims and demands against Lessor and agrees to indemnify and save Lessor free and harmless from liability for all claims and demands for any such loss, damage, or injury, together with all costs and expenses arising therefrom and in connection therewith.

16. The Lessee shall not encumber, assign, or transfer this lease or any right or interest thereto, or the improvements thereon, present or prospective, without the written consent and approval of the Lessor and the Secretary of the Interior or his duly authorized representative. Should the Lessee attempt to make any such encumbrance, assignment, or transfer, except as aforesaid, or should any right or interest of the Lessee hereunder or in or to said buildings and improvements be attached, levied upon, seized, or sold by under court order or legal process, or otherwise, or should the Lessee come insolvent or be adjudged bankrupt, then any of the foregoing events shall be deemed a breach of the conditions and restrictions of this lease and thereupon the Lessor may, at his option, terminate this lease forthwith by written notice, and upon such termination this lease shall cease and end and thenceforth be of no further force or effect except as hereinafter otherwise provided. Should the Lessee sublet any building or improvement, or part thereof, he shall provide that such sub-tenant shall be subject to and bound by each and all of the conditions of this lease and no such subletting shall affect any of the obligations or liabilities of the Lessee hereunder. Should the Lessor and the Secretary of the Interior, or his duly authorized representative, consent to any such encumbrance, assignment, transfer, or sublease, none of the restrictions of this article shall be thereby waived and the same shall apply to each successive encumbrance, assignment, transfer, or sublease hereunder and shall be severally binding upon each and every encumbrance, assignee, transferee, sublessee, and other successor in interest of the lease.

17. The Lessee shall abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to leases of this nature, provided that the annual rental, other payments, provisions for subletting or the term and extent of the term of this lease may not be changed by future regulation without the written consent of the parties hereto.

18. Time is hereby declared to be the essence of this lease. If the Lessee shall fail to pay any tax, assessment, lien, claim, charge or demand provided for in this lease to be paid by the Lessee at the time and in the manner herein provided, or should Lessee default in the payment of any installment of rent or any other sum when due as herein provided, and if such default shall continue uncured for a period of thirty (30) days from and after written notice thereof by Lessor to Lessee, or in the event Lessee shall default in the performance of or shall breach any other covenant, condition or restriction of this lease herein provided to be kept or performed by the Lessee, and if such default or breach shall continue uncured for a period of sixty days (60) from and after notice thereof by Lessor to Lessee (during which 30-day or 60-day period, as the case may be, Lessee shall have the privilege of curing such default or breach), then and in any such event, Lessor, at its option, may declare this lease forfeited by giving the Lessee written notice thereof, and upon such forfeiture, Lessee shall thereafter have no further rights or interests hereunder or in or to the leased premises or any part thereof, and Lessor may reenter and take possession of the leased premises and all buildings and improvements thereon, title to which shall vest in the Lessor, and may cast therefrom the Lessee and all persons claiming under the Lessee.

19. If action be brought by either party in unlawful detainer for rent or any other sums of money due under this lease, or to enforce performance of any of the covenants and conditions of this lease, the losing party shall pay reasonable attorneys fees of the prevailing party, to be fixed by the Court as a part of the costs in any such action.

20. The Lessor or the Secretary of the Interior or his duly authorized representative shall have the right at any time during the term of this lease, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

21. Holding over by the Lessee after the expiration of the term of this lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the leased premises.

22. (a) Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land during the term of this lease; however, such termination shall not serve to abrogate this lease. In the event of such termination, all powers, duties, or other functions of the Secretary of the Interior or his authorized representative shall terminate, and the responsibility for enforcing compliance with the covenants of this lease shall be assumed by the Lessor, his heirs, devisees, executors, administrators or assigns.

(b) In the event of termination of Federal supervision, the Lessor and Lessee, or their successors in interest, shall have a period of thirty (30) days from the anniversary date provided for in the lease for adjustment of the rental within which to agree upon the rental adjustment or to agree upon a commercial appraiser to determine the fair annual rental value, if no agreement can be reached at the end of 30 days, the Lessor and Lessee, or their successors shall each appoint an appraiser and the two appraisers shall select a third appraiser. The three appraisers so selected shall constitute the appraisal board to re-evaluate the fair annual rental.

This provision is incorporated in this lease pursuant to 25 CFR 131-17. It is understood and agreed that the within lease does not contain a provision for the adjustment of rental, and consequently, this provision shall be nonoperative unless and until the lease is at some future date modified or amended by mutual agreement of the parties to provide for adjustment of rental.

23. The voluntary or other surrender of this lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, but shall, at the option of the Lessor, terminate all or any sub-leases or sub-tenancies, if any, at the option of the Lessor, and operate as an assignment to it of any or all such sub-leases or sub-tenancies.

24. Upon abandonment, termination, revocation or cancellation of this lease, the Lessee may remove, within a reasonable time not to exceed ninety days, weather permitting, - all structures and improvements, except those owned by the White Mountain Apache Tribe, and further excepting therefrom all septic tanks or water or sewage lines which are attached to the land and all electric lines or poles. All fixtures and improvements not so removed within the time specified shall be considered abandoned by the said Lessee; however, Lessee covenants and agrees that all fixtures, buildings and improvements placed upon said premises during the existence of this lease shall be subject to a landlord's lien for the payment of all rental due or to become due under the terms of this lease.

25. Whenever under this lease provision is made for notice of any kind, it should be deemed a sufficient notice and service thereof if the said notice to the Lessee is in writing and addressed to the last known post office address of the Lessee and deposited in the mail; and notice to the landlord shall be deemed sufficient notice and service thereof if the notice is in writing addressed to the Lessor at Whiteriver, Arizona, and deposited in the mail. Notice need be sent to only one Lessee where the Lessee consists of more than one person.

26. It is hereby covenanted and agreed that nonwaiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

27. This lease and the covenants, conditions and restrictions hereof shall be extended to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto.

28. This lease, and any modification of or amendment to this lease, shall not be valid or binding upon either party hereto until approved by the Secretary or his authorized representative.



Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires:



**VETERANS ADMINISTRATION LEASE FORM**

**SECTION 12.2 EXHIBIT A**

## RESIDENTIAL LEASE FORM

This Lease made and entered into between \_\_\_\_\_, hereinafter designated as "Lessor" and \_\_\_\_\_, Member(s) of the White Mountain Apache Tribe, residing upon the Fort Apache Indian Reservation, Arizona, hereinafter designated as Lessee(s).

### WITNESSETH

1. Secretarial Approval. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 5239, as amended; 25 U.S.C. 415.

2. Premises. Lessor, as authorized by law and in accordance with a resolution adopted by the Tribal Council of the White Mountain Apache Tribe on \_\_\_\_\_ hereby leases to the Lessee(s) all that tract or parcel of land situated on the Fort Apache Indian Reservation, County of \_\_\_\_\_ State of Arizona, and described as follows:

3. Use of Premises: The object of this Lease is to enable the Lessee(s) to construct, improve and/or maintain a dwelling and related structures on the premises, and otherwise to use or occupy said premises for residential purposes.

4. Term. Lessee(s) shall have and hold the premises for a term of twenty-five (25) years beginning on the effective date of this Lease. This Lease shall automatically and without notice renew for an additional term of twenty-five (25) years on the same terms and conditions contained herein. This Lease may not be terminated by either or both parties during its initial or renewal term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, when FHA insurance or VA guaranty or insurance is in force, by the Federal Housing Administration or the Department of Veterans Affairs, as the case may be. This Lease shall not be subject to any forfeiture or revision and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase.

5. Rent. The improvement of housing for the White Mountain Apache families is a public purpose of the Lessor. The consideration for this Lease is (1) the said purpose, (2) the promise, hereby given, of Lessee(s) to pay the Lessor rent at the rate of One Dollar (\$1.00) for each twenty-five (25) year term, payment to be made each term in advance, (3) the extinguishment, hereby agreed to by Lessee(s) in the premises, so that Lessee(s) shall hereafter hold rights only by virtue of this Lease, and (4) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor. It is agreed that there shall be no adjustment of the rent if the Lease is terminated before its term would otherwise expire or in the event that any part of the premises is taken by condemnation for highway or other public purposes.

6. Improvements. All buildings or other improvements now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee(s) during the term of this Lease, including any extension or renewal thereof.

7. Use Rights. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee(s), Lessee(s) or any successors in interest shall be entitled to use rights in the premises if qualified under the laws and customs of the White Mountain Apache Tribe. If not so eligible, Lessee(s) and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the premises and all improvements thereon, which shall be the property of the White Mountain Apache Tribe.

8. Federal Supervision.

(a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by the issuance of a fee patent, the lifting of restriction on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.

(b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom.

(c) The Lessee(s) agree(s) not to use or cause to be used any part of said premises for any unlawful conduct or purpose.

9. Quiet Enjoyment. Lessor agrees to defend the title to the premises and also agrees that Lessee(s) and any successors in interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

10. Inheritance. This Lease may be transferred by will or by intestate inheritance in accordance with the laws and customs of the White Mountain Apache Tribe.

11. Assignment. Except as otherwise provided herein, Lessee(s) shall not assign this Lease without prior written consent of the Lessor and, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender and, when FHA insurance or VA guarantee or insurance is in force, of the Federal Housing Administration or Department of Veterans Affairs, as the case may be. Lessee(s) may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender, its successors in interest, or the FHA or VA, as the case may be, if Lessee(s) default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender, its successors in interest, or the FHA or VA, in turn may transfer this Lease or possession of the premises to a successor Lessee. Nothing in this Lease shall prevent the Lessee(s) from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee(s). Except in cases involving loans for home construction or home improvement by a bank or other recognized lending institution or the VA, where no such consent or approval of Lessor shall be required, Lessee(s) may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the premises without prior consent of Lessor and the approval of the Secretary.

(a) Lessee(s) shall not sell or otherwise assign this Lease without the prior written consent of the Tribe.

(b) In the event VA acquires the Lease by foreclosure, or by the assignment of the Lease by Lessee(s), (for which the approval of the Tribe is not required), then:

(1) VA will notify the Tribe of the availability of the Lease for sale, the sales price and other terms of sale.

(2) If a purchaser is found, the Lease will be transferred by VA to the purchaser, with the written consent and approval of the Tribe.

(3) If a tribal member purchaser cannot be found, VA shall be entitled to sublease the leased premises to anyone wishing to sublease the same. The term of the initial sublease

period and any succeeding periods shall not exceed one year each. A purchaser approved by the Tribe must wait where the leased premises are sublet until the expiration of any current sublease before occupying the premises.

12. Option. In the event of default by the Lessee(s) on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of the Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee(s) and the lender; provided, however, that the Lessee(s) shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through exercise of said right of first refusal shall not merge with any other estate or title held by the White Mountain Apache Tribe as long as this Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.

13. Effective Date. This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators and assigns of the Lessee(s) and any successor in interest to the Lessor, and shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

14. Obligations to the United States. It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his sureties, are to the United States as well as to the owner of the land

\_\_\_\_\_  
LESSOR

By \_\_\_\_\_  
(Authorized Official)

ATTEST:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Lessee

WITNESS:

\_\_\_\_\_

APPROVED:

\_\_\_\_\_

Date: \_\_\_\_\_

**FARMER'S HOME ADMINISTRATION LEASE FORM**

**SECTION 12.5 - EXHIBIT A**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS**

**Form 5-184**      **Lease No.** \_\_\_\_\_  
**Nov 1962**      **Contract No.** \_\_\_\_\_

**LEASE**

THIS LEASE is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the \_\_\_\_\_ Tribe of the \_\_\_\_\_ Reservation, Landlord, of \_\_\_\_\_ and \_\_\_\_\_ Tenant, of \_\_\_\_\_ whose mailing address upon completion of improvements to be financed with the loan referred to herein will be \_\_\_\_\_.

1.      **DESCRIPTION OF PROPERTY:** The Landlord hereby leases to Tenant the following described property, located in \_\_\_\_\_ County, State of \_\_\_\_\_:

consisting of \_\_\_\_\_ acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining.

2.      **TERM OF LEASE:** The term of this Lease shall be \_\_\_\_ years from the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and this Lease is hereby extended for an additional term of \_\_\_\_\_ unless the Tenant shall give written notice of termination to the Landlord and the Secretary of the Interior or his authorized representative, delegate, or successor (hereinafter referred to as the "Secretary") at least three months before the expiration of the original term.

3.      **RENTAL RATE:** The Tenant shall pay to the Landlord the sum of \$\_\_\_\_\_ in cash, payable upon execution hereof, which shall constitute the rental for the term of this Lease and the extension thereof.

4.      **CONDITIONS:**

(a)      It is mutually agreed by the Landlord and Tenant that the express purpose of this Lease is to enable the Tenant to obtain a loan from the United States of America, acting through the Farmers Home Administration (hereinafter referred to as the "Mortgagee"), under the Rural Housing Program pursuant to Title V of the Housing Act of 1949 (42 U.S.C. 1471), to make improvements upon the leased premises. If the Tenant fails to obtain such loan, the Landlord may, at his option, terminate this Lease by giving the Tenant thirty (30) days written notice of termination; but no such termination shall be effective as against the Mortgagee unless the Landlord gives the Mortgagee written notice of such termination and such notice is received by the County Supervisor, Farmers Home Administration, United States Department of Agriculture, whose office serves the area in which the above-described property is located, not later than 10 days before a loan by the Mortgagee to the Tenant is closed.

(b)      The Landlord, in consideration of the granting of such loan by the Mortgagee to the Tenant, hereby consents thereto and grants permission to the Tenant to execute and deliver to the Mortgagee a real estate mortgage covering the Tenant's leasehold interest in and to the property above described including improvements now existing thereon or which may be constructed thereon.

(c)      The Landlord reserves to itself the right to purchase the leasehold in case of default or proposed transfer of the leasehold interest by the Tenant provided it shall exercise such right in writing within thirty (3) days from the receipt of written notice of such default or proposed transfer. In the event the Landlord

exercises such right, the Landlord shall pay the mortgage indebtedness in full at the time of its purchase of the leasehold interest.

(d) Failure of the Landlord to exercise its option as provided in paragraph (c) of this section will constitute the consent of the Landlord for the Tenant, with the approval of the Mortgagee, to assign and transfer the leasehold interest and all improvements thereon either directly or through the Mortgagee to any individual, Indian or non-Indian, who as successor in interest to the Tenant shall assume all the obligations of the Mortgagee's loan and mortgage and also assume all the obligations of the Tenant under this lease. Preference for such an assignment will be given to eligible members of the Tribe, who qualify for a loan under the standards prescribed by the Mortgagee. In the event the assignee is a non-Indian, the rental as provided in section 3 of this Lease will be adjusted to an annual rate equal to the then current fair rental value exclusive of improvements and development by the Tenant and of the contribution value to the real estate because of such improvements. The non-Indian assignee will increase the stipulated mortgage payments in an amount equal to the fair annual rental of the land until the mortgage is satisfied in full. The Landlord agrees to suspend the collection of such rentals pending the liquidation of the Mortgage. Upon liquidation of the Mortgage said assignee will thereafter pay to the Landlord the fair annual ground rental for the remainder of the term of this lease. In addition to such payments, said assignee will pay in equal installments, amounts sufficient to liquidate all suspended rental payments, which were applied to the Mortgage, on or before the termination date of the lease.

(e) In the event of default under the terms of any Rural Housing mortgage on the leasehold interest, and in the event the landlord waives or fails to exercise its option provided under paragraph (c) of this section, Mortgagee shall have the right to take possession of and rent the property for the account of the Tenant, either to an Indian or non-Indian, upon such terms and conditions as the Mortgagee deems reasonable, pending foreclosure of the mortgage or the acquisition or disposal of the leasehold.

(f) In the event it becomes necessary for the Mortgagee to take possession of the leasehold in order to protect its interests under any real estate mortgage covering the leasehold interest of the Tenant, the Mortgagee shall not incur any liability to the Landlord under the terms of this Lease.

(g) If it should be necessary for the Mortgagee to foreclose its real estate mortgage covering the leasehold interest of the Tenant, the Landlord agrees to accept the successful purchaser of the leasehold interest as the Tenant and said purchaser shall be entitled to the possession of the premises and shall be liable for the performance of the obligations imposed by the Lease. The term "purchaser" means the successful bidder at foreclosure sale or the purchaser from the Mortgagee if the Mortgagee should acquire and sell the leasehold interest in liquidation of its mortgage.

(h) The Landlord agrees that the Tenant may assign and transfer the Lease, to the Mortgagee upon such terms as may be agreed upon by the Tenant and the Mortgagee. If the Mortgagee acquires the Lease by such an assignment or through foreclosure sale, judicial or otherwise, the Mortgagee may assign the Lease or sell the leasehold interest, an all improvements thereon, or may sublet said premises in whole or part. In the event the Mortgagee in the liquidation of its mortgage should acquire and sell the leasehold interest and take a mortgage to secure part or all of such sale price, the provisions of this Lease shall apply to the same extent as if such mortgage were the initial mortgage securing the Rural Housing loan. For the purposes of this Lease, its provisions regarding assignment by the Tenant or a successor tenant of the leasehold interest shall be deemed to include transfer of the leasehold by operation of the law or by inheritance in the event of the death of the Tenant or any successor tenant while the leasehold interest remains subject to a mortgage in favor of the Mortgagee.

(i) The Landlord agrees that this Lease may not be terminated for any reason without the written consent of the Mortgagee as long as the Mortgagee is the owner and holder of a real estate mortgage covering the leasehold interest of the Tenant created by this Lease. This provisions shall apply to any attempted termination by surrender of the leasehold interest, giving notice of termination under section 2 of this Lease, or otherwise.

(j) The Tenant will keep the buildings, fences, and other improvements on the premises in good repair and condition, ordinary wear and tear, loss by fire, or unavoidable depreciation or destruction excepted.

(k) If the Landlord shall sell or otherwise transfer title to the premises, he will do so subject to the provisions of this Lease.

(l) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by issuance of a fee patent or otherwise during the term of the Lease; however, such termination shall not serve to abrogate the Lease. The owners of the land and the lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

(m) The terms of this Lease shall be binding upon the heirs, executors, administrators, and successors and assigns of both Landlord and Tenant in like manner as upon the original parties except as otherwise provided for under paragraph (f) of this section.

(n) The Landlord warrants that he has the right to lease the premises, and will defend the Tenant's possession against any and all persons whomsoever.

(o) No member of, or delegate to, Congress or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provisions shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(p) The Tenant agrees that he will not use or cause to be used any part of said premises for any lawful conduct or purpose.

(q) The Tenant agrees to surrender possession and occupancy of the premises peaceably at the termination of the Lease.

(r) The Tenant or his successors in interest shall pay, if and when the same become due and payable, all taxes, general and special assessments and other like charges which may be levied, assessed or imposed during the term of this Lease upon or against the leased land and all interests therein and improvements and other property thereon for which either the tenant or Landlord may become liable in relation thereto.

(s) All buildings and improvements, excluding removable personal property, on the leased premises shall remain on said property after the termination of this Lease and shall thereupon become the property of the Landlord.

(t) It is understood and agreed that this Lease, or any amendment thereto, or encumbrance thereunder shall be valid only after approval by the Secretary of the Interior or his authorized representative, delegate or successor.

(u) Any notice required by or sent pursuant to any provision of this Lease shall be sufficient if it is sent by mail addressed, until some other address is designated in a notice so given, in the case of the /Tenant to him at his mailing address stated above and int he case of the Landlord to the \_\_\_\_\_ of the Landlord at the Landlord's mailing address stated above. (Title or Office of Tribe)



IN WITNESS WHEREOF, the parties have signed this Lease on the date first above written.

\_\_\_\_\_ TRIBE OF THE \_\_\_\_\_ RESERVATION  
(Landlord)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Tenant)

THE WITHIN LEASE IS HEREBY APPROVED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

(Acknowledgment Form)

AFLC/HAFB, Ogden