

**RESOLUTION NO. 113 -99  
OF THE GOVERNING BODY  
OF THE YAVAPAI-APACHE NATION**

**Approving the Yavapai-Apache Nation Lease and Foreclosure Code and  
Authorizing the Nation to Participate in the Section 184 Indian Housing Loan  
Guarantee Program**

**WHEREAS:**

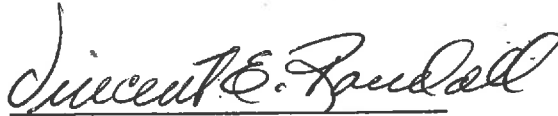
1. The Yavapai-Apache Tribal Council ("Council") is the legislative body of the Yavapai-Apache Nation ("Nation") and is empowered pursuant to Article V(v) of the Constitution of the Nation to enact laws, ordinances and resolutions incidental to the exercise of its legislative powers; and
2. The Executive Director of the Yavapai-Apache Nation Tribal Housing filed an application on behalf of the Nation to participate in the Section 184 Indian Housing Loan Guarantee Program through the United States Department of Housing and Urban Development ("HUD"); and
3. The Nation is required to enact a foreclosure statute in order to be eligible to participate in the Section 184 Indian Housing Loan Guarantee Program; and
3. The Yavapai-Apache Tribal Housing Department submitted to the United States Department of Housing and Urban Development a foreclosure code titled " THE YAVAPAI-APACHE NATION LEASE AND FORECLOSURE CODE" for review and comment; and
4. On July 23, 1999, the Yavapai-Apache Nation Tribal Housing received notice that the Nation's proposed Lease and Foreclosure Code is in a form acceptable to HUD is authorized to participate in the 184 Indian Housing Loan Guarantee Program; and
5. The Council finds that it is in the best interest of the Yavapai-Apache Nation to approve the Yavapai-Apache Nation Lease and Foreclosure Code and authorize the Nation's participation in the Section 184 Indian Housing Loan Guarantee Program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Yavapai-Apache Tribal Council hereby approves the Yavapai-Apache Nation Lease and Foreclosure Code, attached hereto as Exhibit "A".
2. The Yavapai-Apache Tribal Council hereby authorizes the Yavapai-Apache Nation Tribal Housing to participate in the Section 184 Indian Housing Loan Guarantee Program.

## CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, presented for approval on 11-23-99, by a vote of 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation approved April 13, 1992.



Vincent E. Randall, Chairman

ATTEST:



Karla Reimer, Council Secretary

**EXHIBIT "A"**

**THE YAVAPAI-APACHE NATION LEASE AND FORECLOSURE CODE**

**SECTION 1.1 RESIDENTIAL LEASE FORM FOR TRIBAL MEMBERS**

- A. The attached lease form is approved as the lease form for all areas or lots to be leased on the Yavapai-Apache Indian Reservation to member of the Yavapai-Apache Nation.
- B. This lease form may be hereafter altered by resolution of the Tribal Council.

**SECTION 1.2 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 the Housing Services Department for as long a period as the law allows.

**SECTION 1.3 LEASEHOLD MORTGAGES**

**A. Purpose**

The purpose of this Code is to avail the Yavapai-Apache Nation and its members of financing for the construction and/or purchase of family residences on trust land within the jurisdiction of the Yavapai-Apache Nation 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).

**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 Nation, any financial institution, the federal government or any other corporation, entity or person that is a mortgagee as defined in this Code.

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 Yavapai-Apache Nation 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 Department of Housing and Urban Development.

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 Nation 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 Yavapai-Apache Tribal Court as established by the laws of this Nation 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 Nation to perform the recording functions required by this document or any deputy or designee of such person.

14. **Nation** shall refer to the Yavapai-Apache Nation.

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 Yavapai-Apache 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 Nation shall maintain in the Tribal Court a system for the recording of Leasehold Mortgages and such other documents as the Nation may designate by law or resolution.

2. The 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 Recording Clerk, which shall be a unique number for each Leasehold Mortgage or other document received; and
- (c) The name of the Recording Clerk receiving the Leasehold Mortgage or document.

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

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 19

(SEAL)

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

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

The 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 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 Recording Clerk; and
- (f) The name of the 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 Recording Clerk shall be made available for public inspection and copying.

#### **E. Foreclosure**

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 HUD, an allegation that all relevant requirements and conditions prescribed in:

- i. Section 184 of the Indian Housing Loan Guarantee Program;
- ii. the regulations promulgated thereunder by the Secretary;
- 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 Nation 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 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 for further assignment to a Tribal Member.

### **SECTION 2. EVICTION PROCEDURES**

#### **A. Jurisdiction**

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

#### **B. Definitions**

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

### **C. 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.

### **D. 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.

#### **E. 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.

#### **F. 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.

#### **G. Powers of 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 Nation, Lender, 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.

#### **H. 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.

#### **I. 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.

#### **J. 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 Act, or other applications of such provision, shall not be affected and shall continue in full force and effect.

#### **K. Repeal of Prior Acts**

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

### **TRIBAL MEMBER LEASE FORM**

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

### **THE YAVAPAI-APACHE NATION**

**Camp Verde, Arizona**

THIS INDENTURE OF LEASE, made and entered into in and agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, between the Yavapai-Apache Nation of Camp Verde, Arizona ("Lessor") and \_\_\_\_\_ of \_\_\_\_\_, ("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 Lessee, hereby, lease, and Lessee does hereby hire and take from Lessor, those certain premises hereinabove described.

This lease shall be for a term of twenty-five (25) years, commencing on \_\_\_\_\_, 19\_\_\_\_, with an automatic renewal for a further term of not to exceed twenty-five (25) 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.

2. Lessee hereby agrees to pay rent for said premises the sum of \_\_\_\_\_ Dollars, payable as follows: \_\_\_\_\_ Dollars on or before \_\_\_\_\_, 19\_\_, and the balance in yearly installments of \_\_\_\_\_ Dollars per year, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, an like amount on or before the 1<sup>st</sup> 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 has approved, and have marked or have otherwise designated that which may be removed or destroyed.

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 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 Yavapai-Apache Nation, 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 Yavapai-Apache Nation of and individual members thereof from and against all claims, demands and damages, together with costs and expenses arising out of Lessee's negligence or fault 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 Lessor.

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. 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, 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. 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. 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 effect 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 Yavapai-Apache Nation 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 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. 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.

23. 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 Yavapai-Apache Nation, 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.

24. 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 Camp Verde, Arizona, and deposited in the mail. Notice need be sent to only one Lessee where the Lessee consists of more than one person.

25. 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.

26. 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.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE YAVAPAI-APACHE NATION

By \_\_\_\_\_

LESSEE

By \_\_\_\_\_



STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF YAVAPAI        )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
AFFIDAVIT OF LESSEE

STATE OF ARIZONA        )  
  ) ss.  
County of Yavapai        )

I \_\_\_\_\_, ( \_\_\_\_\_ of \_\_\_\_\_ ), Lessee herein, being duly sworn, depose and says that I am leasing the land herein for my own use and benefit and not directly or indirectly for the benefit of any other person or corporation; that Lessee has no agreement, arrangement or understanding with any person or corporation whereby the said land, or any part thereof, shall or may be used, enjoyed, or occupied by or for the benefit of any person or corporation other than myself.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

My commission expires: