

**RESOLUTION NO. 17Q23**  
**OF THE GOVERNING BODY OF THE**  
**YAVAPAI-APACHE NATION**

**A Resolution Approving a Quitclaim Deed, Assignment and Release for the Residential Dwelling and a Residential Land Lease for the Underlying Land Located at 1026 Brown Road, Clarkdale, Arizona 86324 with Annette Mendez**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to regulate the use and disposition of all land within the jurisdiction of the Tribe and to veto the disposition, lease or encumbrance of tribal lands made without the consent of the Tribe, as provided under Article V(e) and (f), respectively, of the Constitution; and
- WHEREAS:** The Yavapai-Apache Nation Tribal Housing (“YANTH”) has verified that Annette Mendez has made payment in full of all monies due, and has satisfied all other specified obligations entitling her to ownership of the residential dwelling located at 1026 Brown Road, Clarkdale, Arizona 86324, within the Nation’s Reservation lands; and
- WHEREAS:** YANTH is requesting the Council approve the Quitclaim Deed, Assignment and Release (*attached to this Resolution as Exhibit A*) to Annette Mendez for the residential dwelling located at 1026 Brown Road, Clarkdale, Arizona 86324, within the Nation’s Reservation lands; and
- WHEREAS:** Title 25 Section 162.005 of the Code of Federal Regulations provides that a lease be executed in order for a person to possess or occupy Indian land, as further specified by Section 162.301 of said Regulations; and
- WHEREAS:** Annette Mendez desires to enter into a residential land lease with the Nation for the land underlying the residential dwelling located at 1026 Brown Road, Clarkdale, Arizona 86324, within the Nation’s Reservation lands; and
- WHEREAS:** The Bureau of Indian Affairs (“BIA”) has approved a model residential lease form (“Residential Land Lease”) jointly developed by the BIA, the Department of Housing and Urban Development (“HUD”), the Department of Veterans' Affairs (“VA”), and the Department of

Agriculture (“USDA”) for use on Indian land in connection with each of the foregoing agency’s mortgage loan programs; and

**WHEREAS:** Attached as *Exhibit B* is a Residential Land Lease, based on the model residential lease form approved by the BIA, which provides for Annette Mendez to possess and occupy the underlying land at 1026 Brown Road, Clarkdale, Arizona 86324 for an initial period of twenty-five (25) years, with an automatic twenty-five (25) year renewal provided there is no uncured event of default as of the date of the automatic renewal, and for a one-time lease fee of One Dollar (\$1.00); and

**WHEREAS:** The Council finds that it is in the best interest of the Yavapai-Apache Nation to approve a Quitclaim Deed, Assignment and Release to Annette Mendez for the residential dwelling located at 1026 Brown Road, Clarkdale, Arizona 86324; and

**WHEREAS:** The Council finds that it is in the best interest of the Yavapai-Apache Nation to approve a Residential Land Lease between the Nation and Annette Mendez which provides for Annette Mendez to possess and occupy the underlying land at 1026 Brown Road, Clarkdale, Arizona 86324 for an initial period of twenty-five (25) years, with an automatic twenty-five (25) year renewal provided there is no uncured event of default as of the date of the automatic renewal, and for a one-time lease fee of One Dollar (\$1.00).

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, approves the Quitclaim Deed, Assignment and Release (*attached to this Resolution as Exhibit A*) to Annette Mendez for the residential dwelling located at 1026 Brown Road, Clarkdale, Arizona 86324, within the Nation’s Reservation lands.

**BE IT FURTHER RESOLVED** that the Council approves the Residential Land Lease (*attached to this Resolution as Exhibit B*) between the Nation and Annette Mendez for the underlying land at 1026 Brown Road, Clarkdale, Arizona 86324, within the Nation’s Reservation lands, for an initial period of twenty-five (25) years, with an automatic twenty-five (25) year renewal provided there is no uncured event of default as of the date of the automatic renewal, and for a one-time lease fee of One Dollar (\$1.00).

**BE IT FURTHER RESOLVED** that the Council hereby determines, in accordance with its authority under Title 25 Sections 162.311(b) and 162.320(a) of the Code of Federal Regulations, respectively, that (1) the lease term is reasonable, and (2) the lease is for housing for public purposes and the rent amount is in the Nation’s best interest.

**BE IT FURTHER RESOLVED** that the Council hereby requests that the BIA, upon its receipt of this Resolution and the fully executed attached Residential Land Lease between

the Nation and Annette Mendez approve and record the same in the title records of the BIA as authorized and required under applicable federal law and regulations.


**BE IT FINALLY RESOLVED** that the Chairwoman and Vice-Chairman, or either of them, are hereby authorized to execute the attached Quitclaim Deed, Assignment and Release and the attached Residential Land Lease on behalf of the Nation and to take all such further action as deemed necessary to carry out the intent and purposes of this Resolution.

### CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on October 19 2023, by a vote of 6 6 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
Tanya Lewis, Chairwoman

**ATTEST:**

  
Karla Reimer, Council Secretary

Approved as to Form:

  
Office of the Attorney General

# Exhibit A


Quitclaim Deed, Assignment and Release  
1026 Brown Road, Clarkdale, Arizona 86324

YAVAPAI-APACHE NATION  
QUITCLAIM DEED, ASSIGNMENT AND RELEASE

For a valuable consideration, namely, the payment in full of all money due, and satisfaction of all other obligations specified, between Yavapai-Apache Nation ("GRANTOR") whose address is 2400 West Datsi, Camp Verde, Arizona 86322 and Annette Mendez ("GRANTEE") whose address is 1026 Brown Road, Clarkdale, Arizona 86324, and receipt and satisfaction of which are hereby acknowledged, the GRANTOR does hereby quitclaim, convey and assign to GRANTEE all right, title and interest of GRANTOR in the residential dwelling located at 1026 Brown Road, Clarkdale, Arizona 86324, within the Nation's Reservation lands and more particularly described in Exhibit A attached hereto.

This Quitclaim Deed does not include the underlying land, which is held in trust for the Yavapai-Apache Nation. GRANTEE is forbidden from transferring any of her right in the residential dwelling described herein without the prior consent and approval of the Yavapai-Apache Nation.

The execution and delivery of this instrument by the GRANTOR and the acceptance of it by GRANTEE shall constitute a release by each party of the other from any further obligations.

 for  
\_\_\_\_\_  
Tanya Lewis, Chairwoman  
Yavapai-Apache Nation  
GRANTOR

\_\_\_\_\_  
Annette Mendez  
GRANTEE

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YAVAPAI-APACHE NATION  
QUITCLAIM DEED, ASSIGNMENT AND RELEASE

STATE OF ARIZONA

COUNTY OF YAVAPAI

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Tanya Lewis,  
known to me to be the person whose name is subscribed above to this instrument and  
acknowledged that she executed the same.

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

\_\_\_\_\_  
Commission Expires

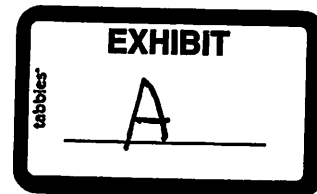
STATE OF ARIZONA

COUNTY OF YAVAPAI

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Annette  
Mendez, known to me to be the persons whose name is subscribed above to this  
instrument and acknowledged that she executed the same.

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

\_\_\_\_\_  
Commission Expires



# HERITAGE

## Land Survey & Mapping

### LEGAL DESCRIPTION

**1026 Brown Road, Clarkdale**

A portion of the Yavapai-Apache Nation, Clarkdale Subdivision, lying in Section 19, Township 16 North, Range 3 East, Yavapai County, Arizona and is more particularly described as follows:

Commencing for reference at the Northwest corner of Section 19, being marked with a 3" BLM brass cap in hand hole stamped "RLS 33873", from which the Southwest corner of Section 19 lies South 00°04'05" West (Basis of Bearings), at a distance of 5291.42 feet, being marked with a 3" brass cap stamped "PE 4603"; Thence South 00°04'05" West along the West line of said Section 19 a distance of 2548.98 feet to a calculated point; Thence South 89°52'45" East, a distance of 3184.28 feet to a set ½" rebar with cap stamped "RLS 50106" marking the Southwesterly corner of the subject parcel and the TRUE POINT OF BEGINNING;

Thence North 00°57'08" West, a distance of 27.50 feet to a set ½" rebar with cap stamped "RLS 50106";

Thence North 49°53'37" East, a distance of 81.15 feet to a set ½" rebar with cap stamped "RLS 50106";

Thence North 86°27'00" East, a distance of 36.89 feet to a set ½" rebar with cap stamped "RLS 50106";

Thence South 01°30'13" West, a distance of 80.07 feet to a set PK nail with tag stamped "RLS 50106";

Thence South 88°48'04" West, a distance of 96.35 feet to the TRUE POINT OF BEGINNING.

Subject parcel of land contains 0.140 acres more or less and is subject to all exceptions, easements, rights-of-ways and other items of the public record that may be pertinent.

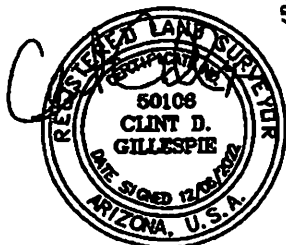


Expires 9-30-24

NW CORNER  
SECTION 19  
(BRASS CAP STAMPED  
"RLS 33873" IN HAND HOLE)



NOT TO SCALE



EXPIRES: 09/30/2024

(BASIS OF BEARINGS)  
S00° 04' 05"W 5291.42(M)  
S00° 04' 05"W 2742.44(C)

S00° 04' 05"W 2548.98(C)

SW CORNER  
SECTION 19  
(BRASS CAP  
STAMPED "LS 4603")

S89° 52' 45"E 3184.28(C)

N00° 57' 08"W  
27.50(M)

BROWN ROAD

S88° 48' 04"W 96.35(M)

1026 BROWN RD.  
±0.140 ACRES  
6,116.81 sq. ft.

N49° 53' 37"E 81.15(M)  
N86° 27' 00"E  
36.89(M)

(R) L07° 08' 13" W 80.07(M)  
S01° 30' 10" E

1028  
BROWN RD.

PK NAIL W/TAG  
STAMPED "RLS 50106"

## RESULTS OF SURVEY

1026 BROWN ROAD  
"CLARKDALE RESERVATION"  
A PORTION OF SECTION 19,  
TOWNSHIP 16 NORTH, RANGE 3 EAST,  
GILA & SALT RIVER BASE & MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

### LEGEND:

- INDICATES FOUND GOVERNMENT MONUMENT AS NOTED
- INDICATES FOUND MONUMENT
- INDICATES SET 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 50106"
- INDICATES CALCULATED POSITION
- (M) INDICATES MEASURED FIELD DIMENSION
- (C) INDICATES CALCULATED DIMENSION
- INDICATES FENCELINE

### SURVEYOR'S NOTES:

- This plat was prepared for the sole benefit of the Yavapai/Apache Housing Authority. It was prepared for a specific user and for a specific purpose pursuant to an agreement with the client and as such its purpose may be misleading to others. For these reasons, use by others is forbidden without the express written consent of the certifier signed hereon.
- This survey is subject to all conditions, restrictions, reservations, rights-of-way, abandonment's, easements and all pertinent documents of record which may be revealed by a current TSR.

**HERITAGE**  
LAND SURVEYING & MAPPING INC.  
CLINT D. GILLESPIE R.L.S.  
PO BOX 3270  
CAMP VERDE, AZ 86322  
(928) 567-9170

57567-121-1257LS



# Exhibit B

Residential Land Lease

1026 Brown Road, Clarkdale, Arizona 86324

## **YAVAPAI-APACHE NATION**

### **RESIDENTIAL LAND LEASE**

**THIS RESIDENTIAL LAND LEASE** ("Lease") is made and entered into by and between the **YAVAPAI-APACHE NATION** ("Lessor") whose address is 2400 West Datsi Street, Camp Verde, Arizona 86322, and **Annette Mendez** ("Lessee") whose address is 1026 Brown Road, Clarkdale, Arizona 86324. The parties agree as follows:

**1. SECRETARIAL APPROVAL; FEDERAL AGENCY APPROVAL; DEFINITIONS OF FEDERAL AGENCY, TRIBE, and LENDER.** As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415, as implemented by Title 25, Code of Federal Regulations (CFR), Part 162. The form of this Lease has been accepted by the Secretary of Housing and Urban Development (HUD) pursuant to 24 CFR § 203.43h(c), which implements Section 248 of the National Housing Act, 12 U.S.C. § 1715z-13, for use in connection with Federal Housing Administration (FHA) insurance of a mortgage on the interest created by this Lease, and pursuant to 24 CFR § 1005.107, which implements Section 184 of the Housing and Community Development Act of 1992 (Pub. L.102-550) for use in connection with HUD's issuance of a loan guarantee of a mortgage on the interest created by this Lease. The form of this Lease has also been accepted by the Secretary of the United States Department of Agriculture (USDA) for use in connection with the issuance by USDA or its Rural Housing Service (RHS) of a direct or guaranteed loan pursuant to section 502 of the Housing Act of 1949 as amended, 42 U.S.C. § 1472, and accepted by the Secretary of the Veterans Affairs (VA) for use in connection with the issuance by VA of a direct or guaranteed loan pursuant to chapter 37 of Title 38, United States Code, secured by the interest created by this Lease. As used in the context of this Lease, the term "Tribe or Tribal" refers to the Yavapai-Apache Nation who enters into this Lease as the "Lessor." For future reference, "Federal Agency" refers to HUD, VA, and USDA. When used in this Lease, the "lender" is any mortgagee that a Federal Agency has approved or a Federal Agency which makes a direct loan. With respect to mortgages which are insured under Section 248 of the National Housing Act, the lender must be approved by the Federal Housing Administration. The term "lender" also includes any of the lender's successors or assigns of the lender's right, title to, or interest in, the Mortgage and any subsequent noteholder secured by the Mortgage. The assignment of the mortgage or any interest therein does not require the consent of the Tribe.

**2. LEASED PREMISES.** For and in consideration of the rents, covenants, and agreements hereinafter set out, Lessor hereby leases to Lessee the tract or parcel of land situated within the boundaries of the Yavapai-Apache Nation and located at 1026 Brown Road, Clarkdale, Arizona 86324 and more particularly described in Exhibit A, which is attached hereto and by reference made a part hereof ("Leased Premises").

**3. USE OF PREMISES.** The purpose of this Lease is to enable the Lessee to construct, improve, and/or maintain a residential dwelling and related structures on the Leased Premises. Lessee shall use the premises exclusively for residential purposes. Lessee agrees that

it will not use or cause to be used or permit any part of the Leased Premises to be used for any unlawful conduct or purpose. The lawfulness of Lessee's conduct shall be defined by the laws of the Yavapai-Apache Nation and applicable laws of the United States.

**4. CONDITION OF LEASED PREMISES.** Lessee has examined and is familiar with the Leased Premises and verifies that no representations as to the physical condition thereof have been made by Lessor or any agent of Lessor prior to or at the time of the execution of this Lease and Lessee warrants that it has not relied on any warranty or representation regarding the physical condition of the Leased Premises made by or for Lessor but solely upon Lessee's independent investigation.

**5. TERM.** Lessee shall have and hold the Leased Premises for an initial term of twenty-five (25) years beginning on the Effective Date of this Lease, unless sooner terminated as provided herein. This Lease shall automatically renew for an additional term of twenty-five (25) years provided there is no uncured event of default at the expiration of the initial term. Holding over by Lessee after the expiration of the initial term or the renewal term of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder, or in or to the Leased Premises. This Lease may not be terminated by either or both parties during its term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, is 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, if the loan is guaranteed, insured, or made by a Federal Agency, a written consent of that agency is also required. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the Leased 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. In the event a Federal Agency acquires a mortgage on the interest created by this Lease by assignment from a lender, the Lessor shall not terminate the Lease without the written consent of the respective Federal Agency, as long as the mortgage is in force.

**6. RENT.** In consideration of the covenants and agreements set forth herein, Lessee agrees to pay rent for the Leased Premises as follows:

(a) A one-time lease fee of One Dollar (\$1.00) due and payable on or before the Effective Date of this Lease.

(b) The Finance Department of the Lessor is hereby designated as Lessor's agent for the administration of this Lease and for the receipt and collection of all proceeds due Lessor pursuant to the terms of this Lease, and for the receipt of all documents, certifications and correspondence arising out of or relating to this Lease.

**7. IMPROVEMENTS.** All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any renewal thereof. During the term of this Lease, Lessee shall obtain any necessary governmental permits, approvals or authorizations required for the construction and use of all improvements he or she (they) place(s) or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of

improvements. Unless otherwise provided herein, all improvements or construction on said Leased Premises shall be at the expense of Lessee. In addition to the installations and improvements, which Lessor has already placed on the Leased Premises, if any, Lessee shall have the right to place on the Leased Premises at its own expense, such improvements as it may deem necessary to carry out the purposes authorized by this Lease.

**8. USE RIGHT.** 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, Lessee or any successors in interest shall be entitled to use rights in the Leased Premises if qualified under the laws of the Yavapai-Apache Nation. If not so eligible, Lessee, his or her (their) sublessee 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 Leased Premises and all improvements thereon which have not been relocated as permitted under Paragraph 9 below, which shall be the property of the Yavapai-Apache Nation.

**9. RIGHT OF REMOVAL.** Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, the Lessee shall have ninety (90) days to remove the improvements, including the dwelling and related structures ("Improvements") from the Leased Premises and relocate such Improvements to an alternative site, not located on the Leased Premises. Any Lessee who exercises such a right shall be required to pay all costs related to the relocation of the Improvements. Lessee shall leave the land in good order and condition. All other remaining improvements not removed by Lessee within ninety (90) days shall become the property of the Lessor. This Paragraph does not apply to Section 248 insured mortgage loans.

**10. CONSTRUCTION, MAINTENANCE, REPAIR AND ALTERATION.** Lessee shall maintain the Leased Premises and all improvements thereon in good order and repair and in a neat and attractive condition at all times during the term of this Lease and at Lessee's sole cost and expense. Lessee shall construct, maintain, and repair, as required by law, all improvements on the Leased Premises and any alterations, additions, or appurtenances thereto, and shall otherwise comply with all existing laws, ordinances, and regulations of the Yavapai-Apache Nation, copies of which Lessor acknowledges are available for public inspection or will be provided upon request by Lessee, and any other laws applicable to the Leased Premises. Lessee shall not commit or permit to be committed any waste whatever on the Leased Premises and shall not remove, destroy or tear down any building or other improvements thereto, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any trees except with the consent of the Lessor and the approval of the Secretary of Interior, and shall not permit the Leased Premises to become unsightly. The Lessee shall be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.

**11. QUIET ENJOYMENT.** Provided that Lessee is not in default of the Lease, Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or anyone claiming by, through or under Lessor.

**12. UTILITIES.** Lessee shall pay the cost of gas, electricity, water and sewage and the cost of all other utility services to the Leased Premises.

**13. COMMUNITY SERVICES.** Lessor shall not be responsible for providing any services to the Leased Premises including, but not limited to, police and fire protection, medical services and garbage disposal except to the extent that said services are customarily provided to the community.

**14. ASSIGNMENT AND SUBLEASE.**

(a) Except as otherwise provided herein, Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval of the Secretary of the Interior. If this Lease and/or any improvements on the Leased Premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without the written approval of the lender and the respective Federal Agency. Lessee may assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring the loan, if Lessee default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee; provided, however, that the Lease may only be transferred to another member of the Yavapai-Apache Nation or an entity or department of the Yavapai-Apache Nation. Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of the Interior and the Secretary of HUD (for Section 248 insured loans), from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the purchase of a dwelling, refinancing of an existing mortgage, 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, or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Leased Premises without the prior written consent of Lessor and the approval of the Secretary.

Notwithstanding the provisions contained above, the following additional requirements shall be applicable to a Lease, which secures a mortgage insured, guaranteed or held by a Federal Agency:

(b) Notwithstanding that the term sublease is used herein, the Lessee shall not sublease the premises if the Lease is the security for a mortgage insured under Section 248. The Lessee may assign the Lease in accordance with the terms hereunder.

In the event a Federal Agency is the lender or acquires the mortgage secured by this Lease, and subsequently acquires said Lease by foreclosure, or by the assignment of said Lease by Lessee, his or her (their) Lessees or assigns (for which the approval of the Tribe is not required), then:

- (1) The appropriate Federal Agency (the Agency involved in this transaction) will notify the Yavapai-Apache Nation of the availability of the Lease for sale, the sales price of the home and other terms of sale.
- (2) The Lease may only be assigned to another Yavapai-Apache Nation tribal member, except that the appropriate Federal Agency may lease the Leased Premises to a non-member under the conditions specified herein. Any such sublease or assignment shall be executed consistent with the laws of the Yavapai-Apache Nation and Federal law.
- (3) If a purchaser is found, the Lease will be transferred by the Federal Agency, to the purchaser, with the prior written consent of the Yavapai-Apache Nation.
- (4) If a purchaser cannot be found, the appropriate Federal Agency may sublease the Leased Premises without the prior written approval of the Yavapai-Apache Nation or enter into a contract with Yavapai-Apache Nation to act as Leasing and Property Manager for a fee not to exceed that provided for in the United States Housing Act of 1937. Such sublease shall be to a member of the Yavapai-Apache Nation, unless a tribal member lessee cannot be found, in which case the Federal Agency may sublease to any individual. The term of the initial lease period and any succeeding period shall not exceed one year each. Any purchase of the lease shall be subject to any sublease by the Federal Agency pursuant to this subsection.
- (5) No mortgagee (except a Federal Agency as mortgagee or assignee of a mortgage) may obtain title to the interest created by this Lease without the prior written consent of the Yavapai-Apache Nation.

In the event that the lender is the entity responsible for acquiring the Lease and the leasehold estate by foreclosure, the lender shall have the rights of the Federal Agency who had insured or guaranteed the foreclosed mortgage under subparagraphs (1) through (5) above, provided this sentence does not apply to loans insured under HUD/FHA's Section 248 program.

**15. OPTION.** Subsequent to Lessee's breach of any covenant or agreement under a mortgage or other security instrument for which the Lease or any improvements on the Leased Premises are pledged as security, and upon the expiration of any applicable cure period, the Lessor shall have an option (the "option" herein) to acquire the Lessee's Leasehold interest (subject to all valid liens and encumbrances) upon either payment in full of all sums secured by the mortgage or assumption of the loan with the approval of the lender or the applicable Federal Agency as evidenced by the note and mortgage and execution of an assumption agreement acceptable in all respects to the Lender. Such option is subject to the following conditions:

- (a) If the Lessee or any assignee of Lessee fails to cure the default, the lender or successor shall give written notice to the Lessor of Lessee's or its assignee's failure.
- (b) If the Lessee or any assignee of Lessee fails to cure the default, said notice shall be given before the lender or successor invokes any other remedies provided under the

mortgage or by law. Thereafter, the lender may issue an acceleration notice to the Lessee, its lessees or assigns, under the mortgage or other security instrument, requiring the Lessee, its lessees or assigns to pay all sums secured by the mortgage or other security instrument. If the Lessee, its lessees or assigns fail to cure the default in accordance with the terms of the lender's acceleration notice, the lender shall give the Lessor written notice of said failure to cure. The Lessor may exercise its option at any time within thirty (30) days of the date of the lender's written notice to the Yavapai-Apache Nation of said failure to cure. This option shall be exercised by notice in writing from the Lessor to the Lessee and the lender.

(c) Notwithstanding the Lessor's option to acquire the Lessee's interest in the Leased Premises, such option shall be subject to any right the Lessee may have under the mortgage or by law to reinstatement after the acceleration, and the right to bring appropriate court action to assert the non-existence of a default or any other defense to acceleration and sale or foreclosure.

(d) The estate acquired by the Lessor through the exercise of the option shall not merge with any other estate or title held by the Lessor as long as the leasehold interest or any improvements on the Leased Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and the leasehold interest shall remain subject to any valid and subsisting mortgage or other security instrument.

**16. RESERVATIONS.** Any rights not expressly provided are reserved by the Lessor, including but not limited to any minerals, timber or water on the Leased Premises. It is understood and agreed that the Lessor reserves the right to make mineral, business, signboard, industrial and sand and gravel leases and/or permits, and to grant rights-of-way and other legal grants on the Leased Premises covered by this Lease, and that in the event such a lease or grant is made, the Lessee hereunder shall be entitled to damages for the actual loss sustained by him/her on account of said lease or grant, and to nothing more.

**17. OBLIGATION 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, hers (theirs) sureties, are to the United States as well as to the owner of the land.

**18. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of any covenants.

**19. PAYMENTS AND NOTICES.** All notices, payments and demands, shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be sent by certified mail. Service of any notice or demand shall be deemed complete within five (5) days after mailing or the date actually received, whichever occurs first. Copies of all notices and demands shall be sent to the parties at the following addresses:

**LESSOR**  
YAVAPAI-APACHE NATION  
Finance Department  
2400 West Datsi Street  
Camp Verde, AZ 86322

**LESSEE**  
Annette Mendez  
1026 Brown Road  
Clarkdale, AZ 86324

**20. LAWS AND ORDINANCES OF THE YAVAPAI-APACHE NATION;  
RESOLUTION OF DISPUTES AND APPLICABLE LAW.**

- (a) Lessee agrees to abide by all laws, regulations and ordinances of the Yavapai-Apache Nation, now in force and effect or that may hereafter be in force and effect, copies of which will be provided to Lessee upon specific written request, and all applicable laws, ordinances, rules, regulations, and other legal requirements under 25 CFR § 162.014.
- (b) The Yavapai-Apache Nation Tribal Court shall have exclusive jurisdiction over all claims, disputes, or actions arising from or relating to this Lease or breach thereof.
- (c) This Lease shall be construed and enforced in accordance with the specific laws of the Yavapai-Apache Nation and applicable federal law and the Yavapai-Apache Nation shall have jurisdiction over the Leased Premises.
- (d) Lessor warrants that this Lease is fully authorized and complies with all applicable laws of the Yavapai-Apache Nation and the United States, and that Lessor is empowered to execute and deliver the same. Lessor will use its best efforts and due diligence at its expense to secure further approvals, if needed.

**21. SOVEREIGN IMMUNITY.** The Yavapai-Apache Nation is a federally recognized Tribe which enjoys sovereign immunity. The Nation utilizes rights, privileges, and immunities, including without limitation the Nation's immunity from suit, the Nation's status and immunities with respect to federal and state taxation, and the Nation's exemption from certain employment or other laws, including Title VII of the Civil Rights Act. Nothing in this agreement shall be construed to constitute a waiver of the sovereign immunity of the Yavapai-Apache Nation, its agents, employees, or attorneys, for any purpose whatsoever.

**22. INSPECTION.** The Secretary, lender, applicable Federal Agency, and the Lessor and their authorized representatives shall have the rights, at any reasonable times during the term of this Lease, and with reasonable notice, to enter upon the Leased Premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.



**23. INDEMNIFICATION.** Lessee indemnifies and holds the Lessor and the United States harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the Leased Premises. Lessee indemnifies the Lessor and the United States against all liabilities or costs relating to use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the Leased Premises that occurs during the Lease term, regardless of fault, with the exception that Lessee is not required to indemnify the Lessor for liability or cost arising from the Lessor's negligence or willful misconduct.

**24. FEDERAL SUPERVISION.**

(a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions 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.

**25. ARCHAEOLOGICAL CLEARANCES.** In the event that archaeological or historic remains, burials, cultural artifacts or other antiquities not previously reported are encountered during the course of construction, or any other activities associated with this Lease, all activity in the immediate vicinity of the remains or artifacts shall cease and the Lessee shall immediately contact the Lessor and BIA to determine how to proceed and appropriate disposition.

**26. UPON WHOM BINDING.** It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the parties subscribing hereto, and their heirs, assigns, successors, executors and administrators.

**27. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties relative to the subject matter herein. There are no promises, terms, conditions, or obligations other than those contained herein; and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding, and this Lease shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relative to the subject matter herein, as well as and including agreements between the Lessee and any department of the Lessor, including but not limited to the Yavapai-Apache Nation Tribal Housing. This Lease may not be enlarged, modified, or altered except in writing signed by the parties.

**28. EFFECTIVE DATE.** This Lease and all its terms and provisions shall be binding upon the successors and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on the date the Lease is approved by the Secretary (the "Effective Date").

**29. DEFAULT.** Any of the following constitutes an event of default under this Lease:

- (a) Lessee fails to comply with the terms and conditions of this Lease and Lessee fails to cure such default within thirty (30) days of written notice from Lessor.
- (b) Lessee fails to timely cure a default under a mortgage or loan.
- (c) The BIA may, at its discretion, treat as a lease violation any failure by the Lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and duplication.

**30. REMEDIES FOR LESSEE'S DEFAULT OR VIOLATION OF LEASE.**

- (a) Lessor may not terminate this Lease if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, is 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, if the loan is guaranteed, insured, or made by a Federal Agency, written consent of that agency is also given.
- (b) In addition to any other remedies provided under the laws of the Yavapai-Apache Nation, upon the occurrence of a default, Lessor has the following remedies:
  - (1) Accept a surrender of the Leased Premises;
  - (2) Terminate the Lease and evict Lessee; and
  - (3) Obtain a judgment for monetary damages in the event Lessee damages the Leased Premises or allows waste to occur beyond normal wear and tear.
- (c) Remedies for breach under 25 CFR Part 162 shall be in addition to the remedies provided under this Lease.

**IN WITNESS WHEREOF**, this **LEASE** is signed below by the duly authorized representatives of the parties.

APPROVED:

**LESSOR:**

YAVAPAI-APACHE NATION

By: 

Its: Ricardo Pacheco, Vice Chairman

Date: 10-19-23

ATTEST:

Karla Renner

**LESSEE:**

Tribal ID # \_\_\_\_\_

By: \_\_\_\_\_  
Annette Mendez

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

**APPROVAL**

**Pursuant to authority delegated to the Assistant Secretary – Indian Affairs by 209 DM 8, to the Director of BIA by 230 DM 1, to the Western Regional Director by 3 IAM 4, and to the Superintendent by historic Phoenix Area Re-Delegation Documents in 10 BIAM.**

By:

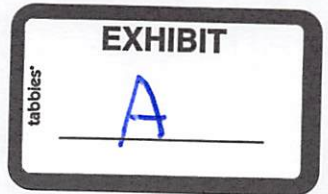
\_\_\_\_\_  
Superintendent, Truxton Canon Agency  
Bureau of Indian Affairs

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



# HERITAGE

## Land Survey & Mapping



### LEGAL DESCRIPTION

1026 Brown Road, Clarkdale

A portion of the Yavapai-Apache Nation, Clarkdale Subdivision, lying in Section 19, Township 16 North, Range 3 East, Yavapai County, Arizona and is more particularly described as follows:

Commencing for reference at the Northwest corner of Section 19, being marked with a 3" BLM brass cap in hand hole stamped "RLS 33873", from which the Southwest corner of Section 19 lies South 00°04'05" West (Basis of Bearings), at a distance of 5291.42 feet, being marked with a 3" brass cap stamped "PE 4603"; Thence South 00°04'05" West along the West line of said Section 19 a distance of 2548.98 feet to a calculated point; Thence South 89°52'45" East, a distance of 3184.28 feet to a set 1/2" rebar with cap stamped "RLS 50106" marking the Southwesterly corner of the subject parcel and the TRUE POINT OF BEGINNING;

Thence North 00°57'08" West, a distance of 27.50 feet to a set 1/2" rebar with cap stamped "RLS 50106";

Thence North 49°53'37" East, a distance of 81.15 feet to a set 1/2" rebar with cap stamped "RLS 50106";

Thence North 86°27'00" East, a distance of 36.89 feet to a set 1/2" rebar with cap stamped "RLS 50106";

Thence South 01°30'13" West, a distance of 80.07 feet to a set PK nail with tag stamped "RLS 50106";

Thence South 88°48'04" West, a distance of 96.35 feet to the TRUE POINT OF BEGINNING.

Subject parcel of land contains 0.140 acres more or less and is subject to all exceptions, easements, rights-of-ways and other items of the public record that may be pertinent.

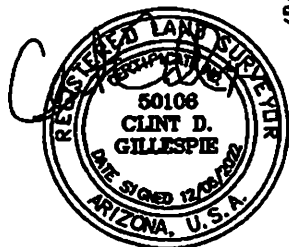


Expires 9.30.24

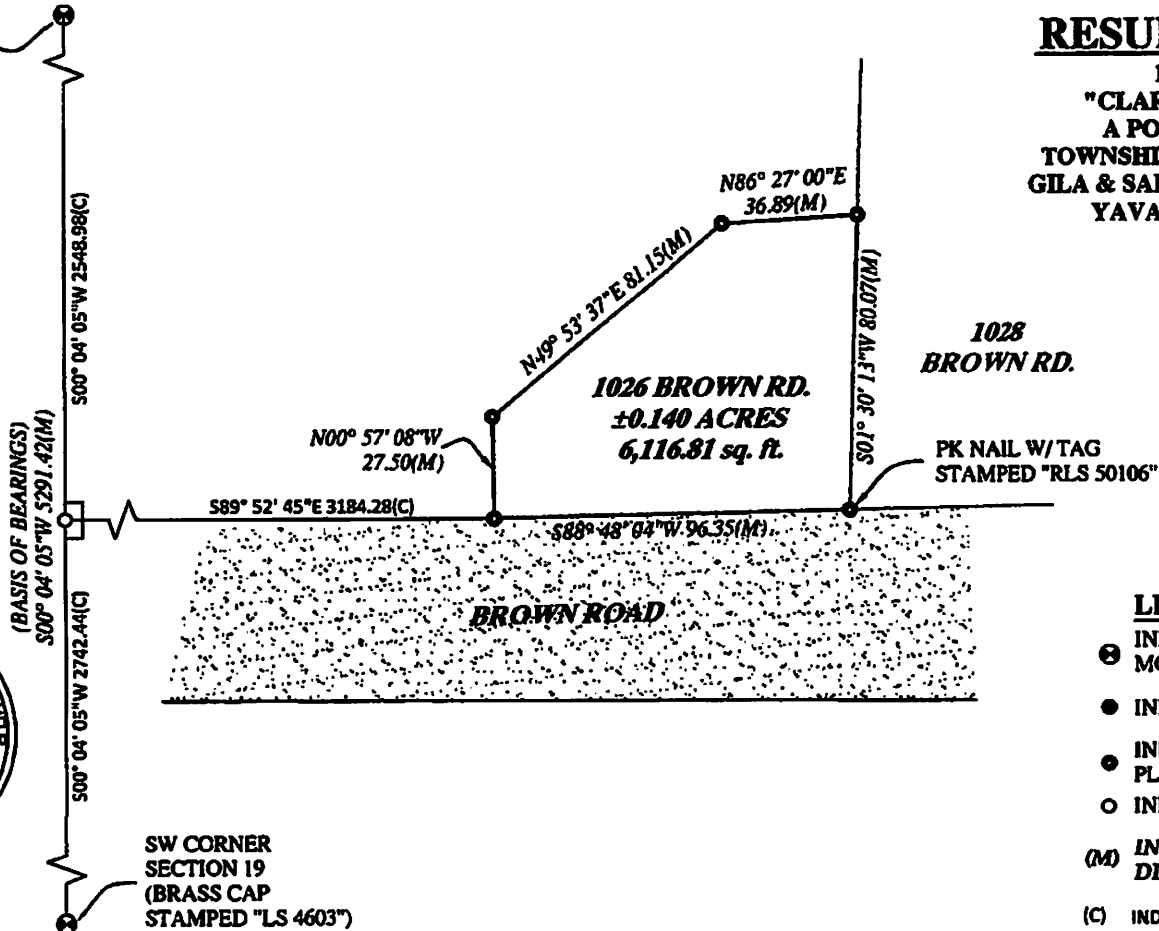
NW CORNER  
SECTION 19  
(BRASS CAP STAMPED  
"RLS 33873" IN HAND HOLE)



NOT TO SCALE



EXPIRES: 03/30/2024



## RESULTS OF SURVEY

1026 BROWN ROAD  
"CLARKDALE RESERVATION"  
A PORTION OF SECTION 19,  
TOWNSHIP 16 NORTH, RANGE 3 EAST,  
GILA & SALT RIVER BASE & MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

### LEGEND:

- ⊙ INDICATES FOUND GOVERNMENT MONUMENT AS NOTED
- INDICATES FOUND MONUMENT
- INDICATES SET 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 50106"
- INDICATES CALCULATED POSITION
- (M) INDICATES MEASURED FIELD DIMENSION
- (C) INDICATES CALCULATED DIMENSION
- INDICATES FENCELINE

### SURVEYOR'S NOTES:

- This plat was prepared for the sole benefit of the Yavapai/Apache Housing Authority. It was prepared for a specific user and for a specific purpose pursuant to an agreement with the client and as such its purpose may be misleading to others. For these reasons, use by others is forbidden without the express written consent of the certifier signed hereon.
- This survey is subject to all conditions, restrictions, reservations, rights-of-way, abandonment's, easements and all pertinent documents of record which may be revealed by a current TSR.

**HERITAGE**  
LAND SURVEYING & MAPPING INC.  
CLINT D. GILLESPIE R.L.S.  
PO BOX 5270  
CAMP VERDE, AZ 86322  
(928) 567-9170