

Lease No.: _____
Effective Date: _____
Expiration Date: _____
Lessee(s): _____
Leased Premises: _____

RESIDENTIAL LEASE OF TRIBAL TRUST LAND

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PREAMBLE

The Leased Premises is located on the Umatilla Indian Reservation and held in trust for the Tribe by the United States of America. The Umatilla Indian Reservation is governed by the Confederated Tribes of the Umatilla Indian Reservation tribal government. To further the federal goals of strengthening tribal governments and increasing opportunities for tribal and community members, including housing availability, the U.S. Congress approved 25 U.S.C. § 415 which authorized the Confederated Tribes of the Umatilla Indian Reservation to issue 99-year land leases. The Confederated Tribes of the Umatilla Indian Reservation tribal government shares the federal government’s interest in increasing housing opportunities on trust properties. The tribal government’s Board of Trustees, through Resolution No. 19-068 agreed to enter into and administer 99-year residential leases on tribal trust land in accordance with applicable tribal law, federal law, and the terms of the Lease.

This Lease is exclusively for residential housing purposes and not to be used for grazing, agriculture, business, or other uses.

Lease No. _____

1. PARTIES

This Lease is made and entered into by and between the Confederated Tribes of the Umatilla Indian Reservation (hereinafter designated as “Lessor” or “Tribe” or “CTUIR”) and _____, Eligible Lessee(s) (hereinafter designated as “Lessee”).

2. SECRETARIAL APPROVAL, FEDERAL AGENCY APPROVAL AND DEFINITIONS

A. Secretarial Approval

This Lease is subject to the approval of the Secretary of the Interior of the United States 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, part 162.

B. Approval of Lease by Other Applicable Federal Agencies

The form of this Lease has been accepted by the Secretary of Housing and Urban Development (HUD) pursuant to 24 C.F.R. § 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.

The form of this Lease has been accepted by HUD and the Bureau of Indian Affairs pursuant to 24 C.F.R. § 1005.107 which implements Section 184 of the Housing and Community Development Act of 1992 (Pub. L. 102-550) for use in connections 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 38 U.S.C. §§ 3761, et seq., secured by the interest created by this lease.

C. Definitions

Unless otherwise specified, the following terms shall have the following definitions when used in this Lease:

- (1) "BIA" shall mean the Bureau of Indian Affairs.
- (2) "Eligible Lessee" is an individual who is:
 - a. Eighteen (18) years of age or older;
 - b. Is of sound mind;
 - c. Not excluded or trespassed from the Umatilla Indian Reservation;
 - d. Not currently a party to another tribal residential lease;
 - e. Not indebted to the Tribe unless provisions satisfactory to the Tribe have been made for payment of the debt; and
 - f. Has not previously taken individual allotment interest out of trust.
- (3) "Federal Agency" shall mean HUD, VA and USDA.
- (4) "Lender" shall mean any mortgagee that a Federal Agency has approved or a Federal Agency which makes a direct loan. The term "Lender" also includes any of the Lender's successor or assignee of the Lender's right, title to, or interest in, the Mortgage and any subsequent noteholder secured by the Mortgage.
- (5) "Lessee" shall mean the Lessee and his or her successor, assignee or sublessee. The singular use of these terms is intended to include the plural versions as well.
- (6) "Lessor" shall mean the Confederated Tribes of the Umatilla Indian Reservation (CTUIR).
- (7) "Reasonable" shall mean fair, proper or moderate under the circumstances.
- (8) "Secretary" shall mean the Secretary of Interior of the United States of America or his or her duly authorized representative.
- (9) "Superintendent" shall mean the Bureau of Indian Affairs' agent assigned to work on government-to-government matters with the CTUIR.
- (10) "Tribe or Tribal" shall mean the Tribe who has entered onto this Lease as the Lessor, the Confederated Tribes of the Umatilla Indian Reservation (CTUIR).
- (11) "Tribal Designee" shall mean the Executive Director or their designee.

When defined terms are used on this Lease, they shall be capitalized.

3. LEASED PREMISES

Lessor hereby leases to the Lessee all that tract or parcel of land situated on the Umatilla Indian Reservation, County of Umatilla, State of Oregon, and, per 25 C.F.R. § 162.317(a), described as follows (the Leased Premises):

4. USE AND CARE OF LEASED PREMISES

A. Use

The purpose of this Lease is to enable the Lessee to construct, improve and maintain a dwelling and related structures on the Leased Premises, and otherwise to use said Leased Premises for residential purposes.

B. Prohibited Use

The Lessee agrees not to use, or permit use of, any part of the Leased Premises for any unlawful conduct, creation of a nuisance, or negligent use or waste.

C. Leased Premises and Structure

The Lessee shall keep the Leased Premises in good repair during the term of this Lease and not permit the Leased Premises to become unsightly. Lessee shall not remove or tear down any building or other improvements placed on Leased Premises by the Lessor, or currently on the Leased Premises, without approval and subject to tribal law. The Lessee will be held financially responsible for all unrepaired damages to improvements placed on Leased Premises by the Lessor.

D. Abandonment

It shall be a violation of this Lease for a Lessee to abandon the Leased Premises for two (2) years or more.

E. Licensees and Invitees

The Lessee is liable for the conduct of licensees and invitees to the Leased Premises.

5. COMPLIANCE, JURISDICTION AND VENUE

A. Application

The terms of this Lease are applicable to the Lessee, his or her successor, assignee, sublessee and all residents of the Leased Premises.

B. Jurisdiction and Authority

a. Tribal Jurisdiction

Lessee, his or her successor, assignee, sublessee and all residents of the Leased Premises are subject to all the laws and jurisdiction of the Tribe.

b. Governing Authority

Nothing in this Lease shall prohibit the Tribe from enforcing applicable tribal laws or exercising governmental authority, including the power to involuntarily terminate this Lease with just compensation for public purposes.

c. Lessor Authority

The Lessor retains Lessor, Allottee and Landowner enforcement authority.

d. Right to Enter

The Lessor and its representatives shall have the right to enter and cross any portion of the Leased Premises for the purpose of performing any public or official duties; provided that the exercise of such right shall not unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. Compliance with Laws and Policies

As required by 25 C.F.R. § 162.014 and 25 C.F.R. § 162.313(c)(3), the Lessee agrees to comply with all current and future versions of applicable tribal and federal laws, ordinances, rules, regulations and other legal requirements, including, but not limited to, the Landlord/Tenant and Mortgage Code, the Land Development Code, the Environmental Health and Safety Code and the Historic Preservation Code.

a. Historic Preservation

If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact BIA and the Lessor to determine how to proceed and appropriate disposition.

D. Conflicts

Tribal and federal laws supersede any conflicts with the terms of this Lease.

E. Choice of Law and Venue

a. Jurisdiction and Venue

The Lessor and Lessee submit all their disputes arising out of or in connection with this Lease to the exclusive jurisdiction and venue of the Confederated Tribes of the Umatilla Indian Reservation or, when applicable, federal courts in the State of Oregon.

b. Construction

All issues and questions concerning the construction, validity, interpretation and enforceability of this Lease or the rights and obligations of Lessee or Lessor in connection with this Lease shall be governed by and construed in accordance with the laws of the Confederated Tribes of Umatilla Indian Reservation and federal laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any state laws.

c. No Class Action

Claims may not be resolved through any form of class action.

6. TERM

A. Term and Mortgage Status

Lessee shall have and hold the Leased Premises for a term of _____ years (up to ninety-nine (99) years) beginning on the effective date of this Lease or upon the date of approval by the Secretary, whichever is later. This Lease is not subject to renewal.

a. Lender Consent for Termination Absent Violation

Notwithstanding violations of this Lease, or tribal or federal law, or without just compensation, 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 Leased 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. If the loan is guaranteed, insured, or made by a Federal Agency, written consent of the applicable Federal Agency is also required.

b. Not Subject to Forfeiture, Reversion or Termination If Adverse Effect

Notwithstanding violations of this Lease, or tribal or federal law, or without just compensation, 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 lien) or under any purchase.

c. Federal Agency Acquires Interest

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 and the Federal Agency remains in compliance with all terms of the Lease.

B. Relationship to Mortgage

The term of this Lease shall not be affected by, and this Lease shall not automatically expire upon, the Lessee's final payment on any mortgage or loan in connection with a home constructed on the Leased Premises.

7. CONSIDERATION FOR LEASE

The improvement of housing opportunities for tribal and local families is a public purpose of the Lessor. The consideration for this Lease is (1) \$_____ ; (2) the obligation of Lessee to further said purpose of providing housing opportunities for tribal and community members; and (3) other good and valuable consideration, the receipt of which is hereby acknowledged by Lessor. Consideration amounts are determined by applicable tribal codes.

8. RENTAL PAYMENTS

The Lessee shall be required to pay an annual rental payment for each year the Lease is in effect. The annual rental payment is \$_____. Rental payments shall be submitted to the Tribal Designee, or his/her designee, no later than February 1st each year. Upon request by the Secretary, the Lessor will provide proof of payment.

The rental payment amount is established by the applicable tribal codes. When 25 C.F.R. § 162.328(a) is not applicable, rental payment adjustments shall be made every five (5) years based on fair market value or other criteria established by tribal code. Rental adjustments shall be published thirty (30) days before implementation and take effect immediately.

In addition to any fees imposed by the BIA under 25 C.F.R. § 162.368, late payments will be subject to an additional fee of \$_____ and an interest fee equal to _____% of the amount unpaid will be assessed every month that the amount remains unpaid.

9. ANNUAL ADMINISTRATION FEE

The Lessee shall be required to pay an annual administration fee for each year the Lease is in effect. The annual fee is established by the Board of Trustees or applicable tribal codes on a regular basis and shall be published thirty (30) days before implementation. Administration fees shall be submitted to the Tribal Designee, or his/her designee, no later than February 1st each year.

In addition to any fees imposed by the BIA under 25 C.F.R. § 162.368, late payments will be subject to an additional fee of \$_____ and an interest fee equal to _____% of the amount unpaid will be assessed every month that the amount remains unpaid.

10. TAXES, ASSESSMENTS AND FEES

The Lessor, as a tribal government, reserves the right to enact and levy taxes, assessments and fees on residential leases, Lessees and occupancy/use rights.

In addition to any fees imposed by the BIA under 25 C.F.R. § 162.368, late payments will be subject to an additional fee of \$_____ and an interest fee equal to _____% of the amount unpaid will be assessed every month that the amount remains unpaid.

11. TERMINATION OF USE RIGHT

A. Surrender of Leased Premises and Remaining Improvements

Upon expiration of this Lease, failure to obtain a new Lease on the same Leased Premises, or upon its termination in accordance with the terms hereof, Lessee shall surrender to Lessor complete and peaceable possession of the Leased Premises and all improvements thereon which have not been relocated as permitted under the Right of Removal section of this Lease. Final cancellation is subject to 25 C.F.R. § 162.370.

B. Voluntary Termination

Subject to Lender approval, if required, Lessee may voluntarily terminate this Lease by providing Reasonable notice to the Lessor. Lessee's debts and liability for Leased Premises' condition will survive termination. Final cancellation is subject to 25 C.F.R. § 162.370.

12. FEDERAL LAND STATUS AND MEMBERS OF CONGRESS

A. Termination of Federal Responsibilities

Nothing contained in this Lease shall operate to delay or prevent a termination of Federal 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. Limitations on Members of Congress

No member of the United States Congress or any delegate thereto shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom.

13. QUIET ENJOYMENT

Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee shall peaceably hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person whomsoever, except if the requirements of any part of this Lease are not kept by the Lessee and subject to tribal governing authority.

14. ASSIGNMENT OF LEASE

A. Definition

For the purpose of this Lease, an Assignment shall be defined as the Lessee's sale or conveyance of their remaining interest in the Leased Premises for the balance of the Lease term.

B. Lessor Approval

Except as otherwise provided herein, Lessee shall not assign, gift, will or otherwise attempt to convey any interest in this Lease without the prior written consent of the Lessor, which Lessor approval shall not be unreasonably withhold, subject to tribal and federal laws and the Secretary of the Interior's leasing goals.

C. Permitted Assignees

The Lessee is only authorized, and the Lessor shall only approve assignment of the Leased Premises to Eligible Lessees.

D. Approval by Secretary

As permitted by 25 C.F.R. § 162.349(b)(1) for housing for public purposes, approval by the Secretary of Interior of this Lease shall constitute Secretarial approval for any assignment of this Lease by the Lessee without any further approval by the Secretary.

E. Responsibilities After Assignment

Upon Lessor approval of the assignment, the Lessee shall be relieved of any further responsibilities pursuant to this Lease, except for Lease payment due and owing the Lessor prior to the effective date of the assignment, and the Lessee shall have no further rights pursuant to this Lease. The Assignee shall assume all obligations and conditions of the Lease.

15. SUBLEASE

A. Definition

For the purposes of this Lease, a Sublease, or Rental, shall be defined as the Lessee's granting of a use and occupy right of the Leased Premises for a period of time that is less than the balance of the Lease term.

B. Lessor Approval

Except as otherwise provided herein, Lessee shall not sublease this Lease without prior written consent of the Lessor, which Lessor approval shall not unreasonably withhold, subject to tribal and federal laws and the Secretary of Interior's leasing goals.

- C. Permitted Sublessee (Renter)
The Lessee is only authorized, and Lessor shall only approve, sublease of the Leased Premises to Eligible Lessees.
- D. Secretarial Approval
As permitted by 25 C.F.R. § 162.353, subleases do not require approval by the Bureau of Indian Affairs.
- E. Responsibilities After Sublease
Upon Lessor approval of the sublease, subleases so made shall not serve to release the Lessee/Sublessee from any liability under this Lease, nor diminish any supervisory authority of the Secretary provided under this Lease.

16. ASSIGNMENT OR SUBLEASE AUTHORITY WHEN LEASED PREMISES IS SUBJECT TO MORTGAGE

- A. Approval of Lender and Federal Agency
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 Eligible Lessee or tribal entity.
- B. Ability of Lessee to Execute Mortgage
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 any other loan agreement by the Lessee. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or 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 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:

C. Limitations

Notwithstanding that the term sublease is used herein, the Lessee shall not sublease the Leased Premises if the Lease is the security for a mortgage insured by a Federal Agency pursuant to a federal home loan guarantee program. The Lessee may assign the Lease in accordance with terms hereunder.

In the event a Federal Agency is the Lender or acquired 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) Lessee or assignee (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 Tribe 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 by Federal Agency to the Tribe, another Eligible Lessee, or a tribal entity, which assignment shall not require approval by Tribe or Secretary.
- (3) No mortgagee (except a Federal Agency as mortgagee or assignee of a mortgagee) may obtain title to the interest created by this Lease without the prior written consent of the Tribe.

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 (3) above. The Assignee must provide a written agreement to assume all obligations and conditions of the Lease.

17. LESSOR'S OPTION TO CURE LESSEE'S MORTGAGE BREACH

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:

- (1) If the Lessee fails to cure the default, the Lender shall give written notice to the Lessor of the Lessee's failure to cure.
- (2) If the 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, under the mortgage or other security instrument, requiring the Lessee to pay all sums secured by mortgage or other security instrument. If the Lessee fails 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

date of the Lender's written notice to the Tribe of said failure to cure. This option shall be exercised by notice in writing for the Lessor to the Lessee and the Lender.

- (3) 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 applicable 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.
- (4) 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 mortgage or other security instrument.

18. RESERVATIONS

Lessee shall use the Leased Premises exclusively for residential purposes, except as otherwise agreed to by the Lessor and the Secretary. Any rights not expressly provided are reserved by the Lessor as Landowner and/or Allottee of the Leased Premises, including but not limited to:

- A. Minerals. The Lessor reserves all rights, as owned by the Lessor, to all mineral rights, including but not limited to oil, gas, or hydrocarbon substances. The Lessor shall not exercise surface entry in connection with reserved mineral rights without giving proper notice to the Lessee and sureties (as found in 25 C.F.R. § 162).
- B. Timber. The Lessor reserves all rights, as owned by the Lessor, to timber and forest products on the Leased Premises.
- C. Water. The Lessor reserves all rights, as owned by the Lessor, to water on the Leased Premises.

19. 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 Lessee's sureties, are also enforceable by the United States, as well as the Confederated Tribes of the Umatilla Indian Reservation as Lessor.

20. 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.

21. VIOLATIONS OF LEASE

The primary responsibility for taking actions to enforce the Lease will be carried out by the Lessor. Lessor may take action under applicable laws of the Confederated Tribes of the Umatilla Indian

Reservation to enforce the provisions of this Lease. Enforcement of this Lease may also be exercised by the Secretary as permitted in 25 C.F.R. § 162.366-7. The Lessor may terminate this Lease for violations by the Lessee in accordance with Section 6 of this Lease.

Per 25 C.F.R. § 162.313(e), the Bureau of Indian Affairs may treat provisions of a Lease document that violate federal law as a Lease violation.

22. FORCE MAJEURE

Whenever under this instrument a time stated within which or by which original construction, repairs or re-construction of said improvements shall be completed, and if during such period any cause reasonably beyond the Lessee's power to control occurs, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

23. INSPECTION OF THE LEASED PREMISES

A. Lessor Inspection

Only to the extent necessary to ensure compliance with this Lease, the Lessor and its authorized representative shall have the right, at any Reasonable time during the term of this Lease, and with Reasonable notice to the Lessee, to enter upon the Leased Premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

B. Lender Inspection

To the extent permitted by the Lessee's mortgage, or the regulations governing the applicable Federal Agency providing or guaranteeing financing for improvements on the Leased Premises, the Lender and applicable Federal Agency or their representative shall have the right, at any Reasonable times during the term of this Leases, 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.

C. Secretarial Inspection

In accordance with 25 C.F.R. § 162.313(c)(5) and 25 C.F.R. § 162.364, the Secretary of the Interior shall have authority to inspect the Leased Premises and ensure compliance. Such inspection shall be conducted at any Reasonable time and with Reasonable notice to the Lessee.

Failure to cooperate with Bureau of Indian Affairs requests to make appropriate records, reports or information available for BIA inspection and duplication may be treated as a Lease violation under 25 C.F.R. § 162.313(c)(6).

24. INDEMNIFICATION

Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or personal property of the Lessee or sublessee, licensee, invitee or any other person whomsoever, caused by any use or occupation of the Leased Premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said Leased Premises or from any other cause

whatsoever; and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use or occupation of the Leased Premises by Lessee, together with all costs and expenses in connection therewith.

Per 25 C.F.R. § 162.313(d)(2), the Lessee indemnifies the Lessor and the United States against all liabilities and costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous materials from the Leased Premises that occurs during the Lease term, regardless of fault, with the exception that the Lessee is not required to indemnify the Lessor for liability or cost arising from the Lessor's negligence or willful misconduct.

25. UTILITIES, WARRANTIES AND ACCESS

Neither the Lessor nor the United States shall have any obligation to provide utilities upon the commencement of this Lease. The installation and maintenance of needed utilities shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which the Lessor will not unreasonably withhold. The Lessee shall pay, as they become due, all bills for electricity and other utilities that are furnished to the Leased Premises.

The Lessor makes no warranties about the state, safety or usability of the Leased Premises. The Lessor will ensure Reasonable access to the Leased Premises.

26. IMPROVEMENTS AND RIGHT OF REMOVAL

- A. Lessee Care Obligations During Term of Lease. All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be leasehold property of the Lessee during the term of this Lease. Lessee is responsible for the construction, operation, maintenance and management of all permanent improvements on the Leased Premises for the duration of the Lease. 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) places or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements.
- B. Development Deadline for Undeveloped Leased Premises. If the Leased Premises has not been developed, the Lessee must complete construction of a habitable residential building within three (3) years of the execution of this Lease. Failure to do so will result in termination of the Lease.
- C. Removal of Dwelling and Related Structures Upon Expiration
Upon the expiration of the Lease term as stated in the Termination of Use Right section, or as a result of mutual agreement by the parties, hereto, the Lessee shall be entitled, within thirty (30) days, to remove the dwelling and related structures from the Leased Premises and relocate such improvements to an alternative site, not located on the Leased Premises.

D. Removal of Dwelling and Related Structures Upon Termination

Upon the termination of the Lease, the Lessee shall be entitled, within ninety (90) days, to remove the dwelling and related structures from the Leased Premises and relocate such improvements to an alternative site, not located on the Leased Premises.

This provision is not intended to negate obligations requiring Lender approval.

E. Lessee Obligations at Time of Removal

Any Lessee who exercised such as a removal right shall be required to pay all costs related to the relocation of the dwelling unit. Lessee shall leave the land in good order and condition which shall include, but not be limited to, removal of any foundation materials, the filling of any holes or trenches caused by the home or its removal, and the mitigation of any other condition of the Leased Premises that poses a threat to human health or the environment that is caused by the removal of the home.

F. Ownership of Remaining Improvements

Subject to the approval required in Section 6, all remaining improvements shall become the property of the Lessor at the expiration of the removal period.

27. INSURANCE

A. Replacement Policy

The Lessee agrees, so long as this Lease is in effect, to keep buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage endorsements in an amount equal to the full replacement value of the buildings and improvements insured. Lessee agrees to name the Tribes as an insured on the policy.

B. Proof of Insurance

Proof of insurance shall be submitted to the Tribal Designee, or his/her designee, no later than February 1st each year, and shall be maintained as confidential information.

C. Tribe as Second Payee

So long as this Lease is in effect, Lessee authorizes the Lessor to access the Lessee's insurance account and records to ensure compliance with this section and to allow for automatic notice of Lessee's policy status. Lessee agrees to include the Tribes as the secondary payee. If the account defaults to the Tribes, Lessee agrees to repay delinquent charges and late fees to the Lessor. Failure to return the account to the Lessee's name within thirty (30) days or repeated defaults is cause for termination of the Lease.

28. ATTACHED COVENANTS

Prior to or simultaneous with the execution of this Lease, the Lessor and Lessee have executed the attached covenants applicable to the Leased Premises. Accordingly, the covenants are incorporated into this Lease by reference or made part hereof. Failure to comply with the attached covenants shall constitute a breach of this Lease.

29. LESSEE CONTACT

Any notice or submission of information to the Lessee will be mailed to the physical address of the Leased Premises and other addresses formally provided to the Lessor for purposes of communication.

30. LESSOR CONTACT

Any notice or submission of information to the Lessor from the Lessee shall be submitted to the Department of Community and Economic Development at the following address: 46411 Timine Way, Pendleton, Oregon 97801. Changes to contact information for the Lessor will be made in the applicable tribal codes.

31. CONSENT TO AMEND

Per 25 C.F.R. § 162.346, amendments to this Lease are valid upon approval of the Bureau of Indian Affairs, the Lessor and Lessee.

32. SEVERABILITY

If any portion of this Lease shall be found to be void or unenforceable, it shall in no way effect the validity and enforceability of any other portion hereof.

33. EFFECTIVE DATE

This Lease and all its terms and provisions shall be binding upon successor and assignee of the Lessee and any successor in interest to the Lessor, and shall take effect on the _____ day of _____, _____ or upon the date of approval by the Secretary, whichever is later. Proof of the Secretary’s approval date must be attached when applicable.

34. SIGNATURE AUTHORITY AND ACCEPTANCE

All signors of this Lease are authorized representatives. The execution of this Lease by the parties constitutes an acceptance by each party of all the general and special terms, covenants and conditions set forth herein and a binding agreement.

Lessor Print Name

Lessor Signature

Date

Lessee Print Name

Lessee Signature

Date

Lessee Print Name

Lessee Signature

Date

Witness Print Name

Witness Signature

Date

Witness Print Name

Witness Signature

Date

CTUIR Designee Print Name

CTUIR Designee Signature

Date

APPROVED:
SECRETARY OF THE INTERIOR “ _____.”

By: Umatilla Agency Superintendent

Date

This Form Lease Approved by: _____