

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Hawley Lake Lot Lease

THIS INDENTURE OF LEASE, made and entered into in sextuplicate on this _____ day of _____, 195____, between LESTER OLIVER, Chairman of the Tribal Council, for and on behalf of the White Mountain Apache Tribe of Indians of Whiteriver, Arizona, party of the first part, hereinafter called the Lessor, and _____ of _____, part _____ of the second part, hereinafter called the Lessee:

WITNESSETH :

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

Lot No. _____, Smith Park Recreation Area, Apache County, Arizona, according to the map thereof on file in the office of the County Recorder of Apache County, Arizona, a copy of which is attached hereto, marked Exhibit "A", and by reference made a part hereof:

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 mutually agreed as follows:

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

TO HAVE AND TO HOLD said premises for a term of twenty-five (25) years, commencing on _____, 19____.

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____,

and like amount on or before the first day of _____ of each and every year thereafter during the term of this lease.

3. Construction under this lease shall begin within twelve months and shall be completed within thirty-six months from the date hereof.

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

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

6. The Lessee in exercising the privileges granted by this lease, covenants and agrees to and with the Lessor that the premises shall, during the said leased term, be used only and exclusively for proper and legitimate residential purposes, and it is expressly agreed between the parties hereto that the Lessee will not use or suffer or permit any person to use in any manner whatsoever the demised premises, or any building or improvements thereon or any portion thereof, for any purpose calculated to injure the reputation of the premises or of the neighboring property, nor for any purpose or use in violation of the laws of the United States, the State of Arizona, or the ordinances or regulations of the White Mountain Apache Tribe, including but not restricted to Tribal Fish and Game Laws, nor for any immoral or unlawful purpose whatsoever; and Lessee further covenants and agrees not to disturb the peace or quiet of the neighborhood nor to keep or harbor any animals of any kind in or on the demised premises without the prior consent of the Lessor.

7. Lessee covenants and agrees not to perform any acts or carry on any practices which may be a nuisance or menace to other lessees in the Hawley Lake area, and shall keep the premises under his control clean and free from rubbish at all times, and in the event the Lessee shall not comply with these provisions, the Lessor may enter upon said premises and have the rubbish removed and in which event the tenant agrees to pay all charges for removing the rubbish. Said charge shall be paid to the Lessor by the Lessee as soon as a bill is presented to him.

8. 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 while the premises are occupied and the grounds shall be kept clear of all brush, dry grass or other inflammable waste material for a distance of twenty-five (25) feet on all sides of the dwelling, and all campfires built outside the dwelling will be confined to small areas cleared of all inflammable material and will be carefully tended until extinguished. Brush or debris burning will not be allowed during windy, dry periods. Lessee further agrees to indemnify, protect, and save harmless Lessor, the United States of America, its officials and employees, the White Mountain Apache Tribe of Indians and the individual members thereof from and against all claims, demands and damages, together with costs and expenses arising out of Lessee's negligence or actionability faults in connection with constructing said building or improvements and occupying said premises.

9. The Lessee shall exercise diligence in protecting from damage the land and property of the Lessor covered by and used in connection with its lease, and shall pay the Lessor for any damage resulting from negligence or from the violation of the terms and conditions of this lease or of any law or regulation applicable to the forests of the Fort Apache Indian Reservation by the Lessee, or by any agents or employees of the Lessee acting within the scope of their agency or employment.

10. The Lessee shall fully repair all damage to the roads and trails on the Fort Apache Indian Reservation, other than ordinary wear and tear, caused by the Lessee in

