

PRIVATE HOMEOWNERSHIP LAND LEASE

Lease No.: _____

THIS PRIVATE HOMEOWNERSHIP LAND LEASE, hereinafter "LEASE," is made and entered into between the COQUILLE INDIAN TRIBE, hereinafter "TRIBE" and _____ member(s) of the TRIBE residing upon the Coquille Indian Tribe Reservation, hereinafter individually and collectively designated as "LESSEE."

Recitals

The TRIBE enacted the Private Homeownership Land Leasing Ordinance ("Ordinance"), Coquille Tribal Code Chapter 420, to establish uniform policies, procedures and standards for the leasing of certain specified Tribal trust lands by the Tribe to individual Tribal Members for the purpose of constructing a private residence on such land.

Through the process set out in the Private Homeownership Land Leasing Ordinance, LESSEE was selected to be the lessee for a parcel of Tribal trust land described in Section 1.2 herein.

LESSEE desires to construct a single family residence (hereafter "Dwelling") on the parcel of land leased pursuant to this Lease.

The TRIBE desires to lease to LESSEE the land on which LESSEE desires to construct a single family residential dwelling, and LESSEE desires to lease the same from the TRIBE.

Terms and Conditions

The TRIBE hereby leases to LESSEE the Premises described in Section 1.2 below (hereinafter referred to as the "Premises"), pursuant to the following terms and conditions.

1.0 TERM AND PREMISES.

1.1 The Term of this Lease shall be for a term of 99 years further provided that this Lease shall expire and terminate automatically on the dates set out in Section 3.0 if the conditions set out in that Section are not met by Lessee.

1.2 The Premises to be leased are the following:

[insert legal description of land]

2.0 SECRETARIAL APPROVAL. As used in this lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease shall be submitted to the Secretary for his approval pursuant 25 U.S.C. § 415, 25 C.F.R. Part 84.

3.0 TIMELINES FOR CONSTRUCTION OF DWELLING.

- 3.1 Lessee must construct a Dwelling (as defined in the Ordinance) on the Premises within the timelines set out herein. Failure to do so will result in the automatic expiration of the term of this Lease.
- 3.2 The Dwelling and the construction thereof must be in compliance with all applicable Tribal laws, regulations, policies, and building codes. Failure to do so will be deemed conclusive evidence of good cause for termination of this Lease under Section 420.200 of the Ordinance.
- 3.3 LESSEE shall have one year from the execution of this LEASE to commence construction of a residential structure in accordance with all applicable Tribal Laws and building codes, which is the following date:_____. The TRIBE may issue extensions for up to an additional six months for completion upon a showing of good cause. The failure of LESSEE to install a complete cellar or foundation in accordance with Tribal Law by this deadline will result in the automatic expiration of the term of this Lease on that date.
- 3.4 LESSEE shall have completed construction of such structure within two years of the execution of this LEASE, which is the following date:_____. The Tribe may issue extensions for up to an additional six months for completion upon a showing of good cause. The failure of LESSEE to timely obtain certification from the TRIBE that such structure complies with applicable Tribal Laws and is fit for human habitation by this deadline will result in the automatic expiration of the term of this Lease on that date.
- 3.5 If any marketable timber or other marketable resources are removed from the property and sold or exchanged for other goods and services (whether by the LESSEE or any other person or entity), the revenues or other goods and services obtained from the sale of such timber or other resources are immediately due and payable to the Tribe, minus the reasonable and actual cost of removal or extraction. Failure to make such payment to the Tribe will be deemed conclusive evidence of good cause for termination of this LEASE under Section 420.200 of the Ordinance.

4.0 LEASEHOLD TAXES, ASSESSMENTS, AND PAYMENTS IN LIEU OF TAXES. During the term of this LEASE, LESSEE shall pay when due any leasehold taxes, assessments, or payments in lieu of taxes that apply to the leasehold interest in the property to which this LEASE pertains. Failure of LESSEE to make such payments shall be a violation of this LEASE. If LESSEE fails or refuses to make such payments, the TRIBE may at its sole discretion make such payments, but shall not be required to do so. The TRIBE shall provide LESSEE with notice of any amounts paid by the TRIBE for

such leasehold taxes and LESSEE will reimburse the TRIBE for all such amounts within 30 days of receiving such notice.

- 5.0 **USE OF PREMISES.** The object of this LEASE is to enable the LESSEE to construct, improve and/or maintain a single family residential dwelling and related structures on the leased premises, and otherwise to use said premises as a principal residence. LESSEE must comply with all codes, rules, and regulations of the TRIBE now in effect and as they may be amended from time-to-time. All currently applicable codes, rules, and regulations are available for LESSEE's inspection before signing this LEASE and any time thereafter during reasonable business hours at the TRIBAL office.
- 6.0 **MAINTENANCE AND REPAIRS.** LESSEE shall be responsible for all maintenance and repairs to the Dwelling and related structures, and failure of LESSEE to provide such maintenance and repairs shall be a violation of this LEASE. If LESSEE fails or refuses to maintain and repair the Dwelling or related structures, and as a result there arises a condition that is hazardous to the life, health or safety of other persons, or that causes or is likely to cause or result in further damage to or deterioration of the Dwelling or related structures, the TRIBE may provide and pay for, but shall not be required or obligated to provide or pay for, the necessary maintenance and repairs. The TRIBE shall provide LESSEE with notice of the amount of any charges for maintenance and repairs paid for or incurred by TRIBE and LESSEE will reimburse TRIBE for all such amounts within 30 days of the notice.
- 7.0 **UTILITIES.** LESSEE shall be responsible for all utilities for the Dwelling and related structures, and failure of LESSEE to furnish utilities shall be a violation of this LEASE. If LESSEE fails or refuses to provide any utilities for the Dwelling or related structures and the lack thereof results in a condition that is hazardous to the life, health or safety of other persons, or that causes or is likely to cause or result in further damage to or deterioration of the Dwelling or related structures, the TRIBE may provide and pay for, but shall not be required or obligated to provide or pay for, the necessary utilities. The TRIBE shall provide LESSEE with notice of the amount of any charges for utilities for or incurred by the TRIBE and LESSEE will reimburse the TRIBE for all such amounts within 30 days of the notice.
- 8.0 **SUBJECT TO TRIBE'S AND COQUILLE INDIAN HOUSING AUTHORITY POLICIES AND LAND USE RESTRICTIONS.**
- 8.1 LESSEE agrees and understands that this LEASE is subject to the policies of the TRIBE concerning activities on and use of the Premises, as such policies may now be in effect or as hereafter enacted or amended, and that violation of such policies shall be a violation of this LEASE. A copy of such policies will be available for inspection and copying in the TRIBE's offices.

- 8.2 LESSEE also understands and agrees that use of the property is subject to any land use restrictions and requirements of the TRIBE and agrees not to use or cause to be used or to allow another to use any part of the Premises in violation of any such land use restrictions or requirements, and any such use shall be a serious violation of this LEASE.
- 8.3 LESSEE must comply with any Covenants, Conditions, and Restrictions (“CCRs”) adopted by the TRIBE or CIHA applicable to development on such lands, including any subsequent amendments or changes to such CCRs.
- 8.4 LESSEE must comply with any laws, policies, or regulations of the TRIBE specifically intended to protect and preserve the property, cultural and natural resources, fish, and wildlife of the TRIBE.
- 8.5 Violation of any of the laws, policies, regulations or other requirements set out in this Section shall be deemed a serious violation of this LEASE.
- 9.0 PROHIBITED USE. LESSEE agrees not to use or to allow another to use the property for commercial or industrial purposes without the prior written authorization of RIBE, and unauthorized use of the property for commercial or industrial uses shall be a violation of this LEASE.
- 10.0 UNLAWFUL OR DETRIMENTAL CONDUCT. LESSEE agrees not to use or cause to be used or to allow another to use any part of said property for any unlawful conduct or purposes, and use of any part of said property for any unlawful conduct or purposes shall be a violation of this LEASE. LESSEE also agrees that it is a violation of this LEASE for LESSEE, any member of her household, or any guest or any other person under her control to engage in any activity that—
- 10.1 threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of the TRIBE or CIHA;
- 10.2 threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the Premises; or
- 10.3 is criminal activity (including drug-related criminal activity) on or off the Premises.
- 11.0 DAMAGE TO PREMISES; HAZARDOUS SUBSTANCES
- 11.1 LESSEE shall not take any action, fail to take any action, or permit any action that will result in harm, damage, or depreciation in value to the Premises or adjacent properties.

- 11.2 LESSEE shall not generate, store, transport, release, or discharge any contaminants, pollutants, or pollution, including but not limited to hazardous or toxic substances, chemicals, or other agents on the Premises or onto adjacent properties or waters in any matter not permitted by applicable law. For the purposes of this LEASE, “hazardous substances” means and includes those elements or compounds defined in 42 U.S.C. § 9601, or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (“EPA”) and the list of toxic pollutants designated by the U.S. Congress or the EPA or defined by any other federal, state, tribal, local statute, ordinance, rule or regulation. LESSEE shall assume all legal obligations and responsibilities for violations of the requirements set out in this paragraph, including but not limited to legally mandated reporting, closure, investigation, assessment, decontamination, remediation, restoration and monitoring of the Premises, and adjacent properties and waters. LESSEE shall also be responsible to pay any and all fines, penalties and other assessments related to such violation. LESSEE’s obligations under this paragraph shall survive the termination or expiration of this LEASE.
- 12.0 VIOLATIONS OF LEASE AND LEASE. Violation of any of the provisions of the LEASE or this LEASE, including failure to reimburse the TRIBE or CIHA for any amounts required to be paid to the TRIBE or to CIHA, shall be a default under this LEASE and grounds for termination and eviction from the property.
- 13.0 CURE OF DEFAULT. Except for such defaults as may be determined to be incurable under the TRIBE’s policies, LESSEE shall cure any default under this LEASE within 30 days of receipt of written notice from the TRIBE.
- 14.0 TERMINATION OF LEASE.
- 14.1 If LESSEE fails to cure any curable default under this LEASE within 30 days of written notice from the TRIBE, or if LESSEE commits a violation of this LEASE or the LEASE that cannot be cured, the TRIBE, at its sole discretion, may terminate this LEASE and seek eviction of LESSEE from the property.
- 14.2 The TRIBE shall not terminate this LEASE except for serious or repeated violation of the terms or conditions of the LEASE, or violation of applicable Federal, State, tribal, or local law, or for other good cause.
- 14.3 With respect to any notice of eviction or termination, notwithstanding any State, tribal, or local law, LESSEE shall be informed of the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination.

14.4 Any notice to LESSEE terminating this LEASE must be served on LESSEE by one of the following methods:

14.4.1 Delivering a copy personally to LESSEE or to any adult member of LESSEE's family residing on the Premises; or

14.4.2 Posting said notice in a conspicuous place near the entrance to the Dwelling on the Premises and by sending an additional copy to LESSEE by certified mail, return receipt requested, properly addressed to LESSEE, postage prepaid.

15.0 LEASEHOLD MORTGAGE. This LEASE may be pledged as security via a Leasehold Mortgage for financing as described in the Ordinance, at Coquille Tribal Code § 420.100(5).

15.1 If LESSEE executes a Leasehold Mortgage using this LEASE as security for a loan, the Tribe shall have the option – but not the obligation – to assume the terms of the Loan if the LEASE is terminated or if the LESSEE is otherwise in default of the Loan.

15.2 In the event that the TRIBE terminates this LEASE while it has been pledged as security under a Leasehold Mortgage, and the TRIBE determines not to assume the terms of the financing, the TRIBE will make payments to Loan Program Lenders with security interests in the property in the following circumstances and only under the terms and conditions set out herein:

(a) The TRIBE shall pay to any Loan Program Lender, or permitted successor or assign of a Loan Program Lender, all then unpaid sums secured by a Leasehold Mortgage of Record encumbering such Leased Parcel. For purposes of this Section, such holder of a Leasehold Mortgage shall not be entitled to collect from the TRIBE any extraordinary sum, fee, or penalty otherwise due by virtue of prepayment as a condition to releasing the lien of such Leasehold Mortgage.

(b) If the value of any improvements made to the Leased Parcel, including any Dwelling thereon located, exceeds the sums due a Loan Program Lender pursuant to subsection (1) of this Section, said value shall revert to the TRIBE and shall not be paid to the Lender or the LESSEE.

(c) Any compensation as may be due directly to a Loan Program Lender pursuant to this Section shall be subject to the right of set off exercisable by the TRIBE for sums due the TRIBE by LESSEE.

(d) Any claim for compensation pursuant to this Section of the LEASE must be presented to the TRIBE within two years of the termination of the

Lease, otherwise such claim is null and void and may not be enforced by the Tribal Court or any other court of competent jurisdiction.

- 15.3 FORECLOSURE OF LEASEHOLD MORTGAGE. In the event a Loan Program Lender forecloses on this LEASE, and where the TRIBE has not elected to assume the terms of the financing, the TRIBE shall not terminate this LEASE so long as the Loan Program Lender is in compliance with the terms and conditions of this LEASE and the provisions of the Ordinance.
- 15.4 In the event the TRIBE proposes to terminate this Lease, the TRIBE will give prompt written notification to the Lender, at the addresses provided from time to time to the TRIBE by the Lender. 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 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 except in the event of default of this LEASE by LESSEE or by such party or its successors or assigns.
- 16.0 CONSIDERATION. The improvement of housing for members of the TRIBE and their families and members of other Indian tribes and their families is a public purpose of the TRIBE. The consideration for this LEASE is:
- 16.1 The said purpose;
- 16.2 The payment by LESSEE to the TRIBE of \$500 Initial Lease Fee on the date of LESSEE signing this Lease;
- 16.3 The extinguishment, hereby agreed to by LESSEE of any and all use rights heretofore held by LESSEE in the Premises, if any, so that LESSEE shall hereafter hold rights only by virtue of this LEASE;
- 16.4 Other good and valuable considerations, the receipt of which is hereby acknowledged by the TRIBE; and
- 16.5 LESSEE shall also be required to pay to CIHA a Monthly Administrative Fee on the first day of each month, to cover items such as street and common area maintenance, streetlights, and CIHA's general expenses in providing services to the Premises. The Monthly Administrative Fee shall be set and may from time-to-time be adjusted by CIHA's Board of Commissioners, but any such adjustment shall be the same for all residents in similar circumstances; further, no change shall increase the Monthly Administrative Fee by more than ten (10) percent per year. If the LESSEE is in arrears on Monthly Administrative Fee payments, the

amount of Monthly Administrative Fee owed shall be a lien on LESSEE's leasehold property. CIHA shall enforce and collect this lien through the Coquille Tribal Court.

16.6 The Monthly Administrative Fee payment covers the rights granted under this LEASE and includes the rights of access to the Premises, and the use of the infrastructure of roadway, electric power, water, and sewer lines already installed to the Premises. It is agreed that there shall be no adjustment of the Monthly Administrative Fee payment if the LEASE is terminated before its term otherwise would expire or in the event that any part of the Premises is taken by condemnation for highway or other public purposes.

17.0 **OWNERSHIP AND REMOVAL OF IMPROVEMENTS.** The Dwelling, and all buildings or other improvements now existing or hereafter constructed on the Premises (except modular homes or site-constructed homes, excluding the Dwelling) by LESSEE shall be the property of the LESSEE during the term of the LEASE, including any extension or renewal thereof.

17.1 Upon termination or expiration of this LEASE and presentation to and verification by the TRIBE and the Secretary of the Interior of a release and satisfaction of the mortgage on any improvements by the holder of mortgage, LESSEE may remove the Dwelling and improvements consisting of outbuildings and manufactured homes, but not including the removal of modular homes or site constructed homes on the Premises (other than the Dwelling).

17.2 If LESSEE removes any improvements from the Premises, LESSEE must restore the Premises to a reasonable approximation of the condition prior to the construction of the improvements. LESSEE must repair any damage to the Premises or be held liable for the costs of the repairs.

17.3 If LESSEE fails to remove the Dwelling or other improvements, personal property and/or all fixtures within thirty (30) days of expiration of this LEASE, or its earlier termination in accordance with the terms hereof, this shall be an abandonment of the Dwelling or other improvements, personal property and fixtures, and in the event of such abandonment the TRIBE, at its option, may retain the same and all rights of LESSEE with respect to the Dwelling, any improvements, personal property or fixtures shall cease.

17.4 **NO REMOVAL OF DWELLING.** LESSEE may not remove the DWELLING from the Premises prior to the expiration or termination of this LEASE without the prior written consent of the TRIBE. As long as any Secured Lender has a lien on, and security interest in, the Dwelling and leasehold interest in the Premises, neither the LESSEE nor the TRIBE may remove the Dwelling from the Premises.

18.0 **SURRENDER OF POSSESSION.**

- 18.1 If upon expiration or termination of this LEASE, if further use rights are not granted to LESSEE, LESSEE shall surrender to the TRIBE the complete and peaceable possession of the Premises.
- 18.3 If LESSEE fails to surrender possession as required, LESSEE shall be in unlawful detainer of the Premises and shall be subject to eviction through an unlawful detainer action under Tribal law.
- 18.4 LESSEE may remove the Dwelling but LESSEE shall be required to remove all of LESSEE's personal property and fixtures that remain the property of LESSEE and restore all damage caused by such removal. LESSEE must repair any damage to the Premises or be held liable for the costs of the repairs. If LESSEE fails to remove any improvements (including but not limited to the DWELLING) or personal property within thirty (30) days of expiration of this LEASE, or its earlier termination in accordance with the terms hereof, this shall be an abandonment of such improvements or personal property, and in the event of such abandonment the TRIBE, at its option, may retain such improvements or personal property and all rights of LESSEE with respect to any such improvements or personal property shall cease.
- 18.5 If the TRIBE elects to require LESSEE to remove personal property and fixtures, the TRIBE may effect a removal and place the property in public storage for LESSEE. LESSEE shall be liable to the TRIBE for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses at the annual rate of 18% percent per year. If LESSEE does not vacate the Premises at the time required, the TRIBE shall have the option to treat LESSEE as a tenant from month to month, subject to all of the provisions of this LEASE (except that the term will be month to month, the initial base administrative fee will be 125 percent of the amount of monthly administrative fee last scheduled under this Lease), or to eject LESSEE from the Premises and recover damages caused by wrongful holdover.
- 18.6 Failure of LESSEE to remove fixtures or personal property which LESSEE is required to remove under this LEASE shall constitute a failure to vacate to which this paragraph shall apply if the property not removed substantially interferes with occupancy of the Premises or any portion thereof by another tenant, occupant or owner or with occupancy by the TRIBE for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by LESSEE, the tenancy shall be terminable at the end of any Monthly Administrative Fee period on written notice from the TRIBE given not less than 10 days prior to the termination date which shall be specified in the notice. LESSEE waives any notice which would otherwise be provided by law with respect to month-to-month tenancy.

18.7 If LESSEE terminates this LEASE, LESSEE must vacate Premises and leave the Premises in good condition, normal wear and tear excepted. LESSEE must repair any damage to the Premises or be held liable for the costs of the repairs.

19.0 FEDERAL SUPERVISION.

19.1 Nothing contained in this LEASE shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the 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. The owners of the land and the LESSEE and his surety or sureties shall be notified of any such change in the status of the land.

19.2 While the leased premises are in trust or restricted status, all of the LESSEE's obligations under the LEASE, and the obligations of his sureties, are to the United States as well as to the TRIBE.

20.0 ASSIGNMENT. Except as otherwise provided herein, LESSEE shall not assign, lease, mortgage or otherwise transfer all or any interest in this LEASE or sublet or allow any third party to occupy or use the Premises excepting for LESSEE's guests in compliance with Tribal law without the prior written consent of the TRIBE. LESSEE shall not, if this LEASE and/or any improvements on the Premises are mortgaged or pledged as security for a loan, assign or otherwise transfer all or any interest in this LEASE or sublet or allow any third party to occupy or use the Premises, without the written approval of the lender.

20.1 LESSEE may assign the Lease or deliver possession of the Premises, including any improvements, thereon, to an institutional lender or its successors in interest subject to applicable Tribal law, if LESSEE default(s) in any mortgage or other loan agreement from such lender for which LESSEE's interest in this LEASE and/or improvements on the premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this lease or possession of the Premises to a successor Lessee. Nothing in this LEASE shall prevent the LESSEE from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction, acquisition and installation, and/or improvement of a dwelling and related structures owned or leased from a third-party by LESSEE; provided that such shall be strictly subject to this LEASE and Tribal Law, and shall not prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings in accordance with applicable law in the event of default of any mortgage or other loan agreement by the LESSEE.

20.2 LESSEE understands and agrees that a manufactured home placed on the Premises must be permanently affixed thereto so as to be part of the realty, and

must comply with all other applicable requirements, including Manufactured Home Construction and Safety Standards.

20.3 LESSEE may otherwise convey LESSEE’s interest in this Lease without the consent of the TRIBE only under one of the following circumstances:

20.3.1 Conveyance by LESSEE to another Eligible Tribal Member or Eligible Tribal Members (as defined by the Ordinance), whether for value received or by gift, provided that such conveyance is permitted only if the original Lessee has constructed a habitable dwelling on the leased parcel.

20.3.2 Naming another Eligible Tribal Member or surviving spouse or surviving child to be the successor to the LEASE as one of the agreed upon terms of this LEASE itself, which would permit the Lease to be conveyed to the named successor upon the death of the LESSEE without going through probate. LESSEE hereby names the following persons to be the successors under this LEASE, in the following priority order:

- (a) _____
- (b) _____
- (c) _____
- (d) _____
- (e) _____

Upon notification of the death of LESSEE, the TRIBE will provide a written notice of the right to succeed to the rights and responsibilities of this LEASE to each of the persons named above, if he or she is an Eligible Tribal Member. The notice will inform each of the persons that they have 30 days to respond and accept in writing (if they choose to accept), and shall inform those persons that are not at the top of the priority list above that their right to succeed is subject to a superseding right of a person or persons ahead of them on the list. If the first person fails to accept in writing in 30 days, the TRIBE will offer to the next person on the priority list above who does accept.

20.3.3 Conveyance of a deceased Lessee’s LEASE to an Eligible Tribal Member or Eligible Tribal Members pursuant to the terms of such deceased LESSEE’s will as probated in the Tribal Courts or otherwise by operation of the intestacy laws of the Tribe as determined by the Tribal Court.

20.3.4 Conveyance of a deceased Lessee's LEASE by will or intestacy to a surviving spouse or surviving child to the extent permitted by Tribal Law.

20.3.5 In accordance with an order of the Tribal Court, conveyance of a Lessee's LEASE to a guardian or conservator for an Eligible Tribal Member or

Eligible Tribal Members who are incapable or have not reached the age of majority.

- 21.0 **OPTION.** In the event of default by the LESSEE on any mortgage or other loan agreement for which LESSEE's interest in this LEASE or any improvements owned or leased from third parties by LESSEE and installed by LESSEE on the Premises are pledged as security as permitted by this LEASE, and before foreclosure of the secured lien by exercise of any power of sale, judicial foreclosure or otherwise, the TRIBE shall have the right of first refusal to acquire LESSEE's interest in the premises and improvements thereon (subject to all valid liens and encumbrances that are in force and perfected against such interest in such improvements and are permitted by this LEASE) upon (a) payment of all sums (without giving effect to any acceleration related to the default by LESSEE) then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of the LESSEE's default, which notice shall be given not later than thirty-five days before the lender involves any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the TRIBE to the LESSEE and the lender; provided, however, that the LESSEE shall have fifteen (15) days from the date of the latter notice to cure the default under the mortgage or loan agreement in accordance with applicable Tribal law. The estate acquired by the TRIBE through exercise of said right of first refusal shall not merge with any other estate or title held by the CIHA or the Tribe as long as mortgaged or otherwise pledged as security for any such loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument entered into in conformance with this LEASE.
- 22.0 **OBLIGATIONS TO THE UNITED STATES.** It is understood and agreed that while the leased Premises are in trust or restricted status, all of LESSEE's obligations under this LEASE, and the obligation of the sureties, are to the United States as well as to the owner of the land.
- 23.0 **PRIVATE HOMEOWNERSHIP LAND LEASING ORDINANCE.** This LEASE shall be governed by the provisions of the TRIBE's Private Homeownership Land Leasing Ordinance, Coquille Tribal Code Chapter 420, as it now exists and as it may from time-to-time be amended.
- 24.0 **INSURANCE.**
- 24.1 LESSEE shall secure and maintain fire and extended loss insurance for the full replacement value of the Dwelling and other improvements on said property in the amount and form acceptable to the United States, the TRIBE, and CIHA. Failure of LESSEE to provide such insurance shall be a violation of this LEASE.

- 24.2 All insurance shall be carried by Amerind or by any other insurance carrier that is financially responsible and sound and which is admitted to do business in the State of Oregon and, if required by Tribal law, with the TRIBE.
- 24.3 All certificates of insurance, as evidence of coverage, shall provide that no coverage may be cancelled or non-renewed by the insurance carrier until at least 30 days prior written notice has been given to each named insured.
- 24.4 In the event the Dwelling or other improvements to the Premises are damaged or destroyed by fire or other casualty, the insurance proceeds payable on account of such fire or other casualty shall be used to rebuild or repair the Dwelling or other improvements.
- 24.5 The TRIBE or CIHA may also maintain such additional and other insurance coverage as it deems necessary for the Dwelling and the Premises, but the maintenance of such coverage by the TRIBE or CIHA shall not relieve LESSEE of her obligation to secure and maintain adequate insurance coverage.
- 24.6 In the event LESSEE fails to secure and maintain insurance as required, and the TRIBE or CIHA secures and maintains such insurance, within 30 days of written notice being given to LESSEE by the TRIBE or CIHA of the amounts paid to secure and maintain such insurance, LESSEE shall reimburse the TRIBE or CIHA (whichever is applicable) in full for all amounts paid.
- 24.7 LESSEE understands and agrees that if LESSEE fails to secure and maintain insurance as required, and a fire or other casualty resulting in a loss occurs, neither the TRIBE nor CIHA will pay for the repair or replacement necessitated by the fire or other casualty, and LESSEE will not be eligible for assistance from either the TRIBE or CIHA for repair or replacement necessitated by such fire or casualty.
- 24.8 LESSEE also understands and agrees that if LESSEE fails to secure and maintain insurance as required, and a fire or other casualty resulting in loss occurs, and the Dwelling is not repaired or replaced in a reasonable period of time to a habitable condition, in conformity with an applicable building or other codes of the TRIBE, the TRIBE has a right to condemn the Dwelling and to remove the uninhabitable remains from the Premises, and this LEASE will be terminated.
- 25.0 INDEMNIFICATION. LESSEE shall indemnify, defend and hold harmless, CIHA and the TRIBE, their officers, employees and agents from and against any and all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of or in connection with LESSEE's, use, occupancy or maintenance of the Premises.

- 26.0 LESSEE's FURTHER OBLIGATIONS. LESSEE shall, and hereby does or will:
- 26.1 Waive on behalf of any person claiming by, under or through this LEASE the benefit of any law, statute, ordinance, common law, rule or regulation now or ever in effect which would allow LESSEE or any assignee of LESSEE to make repairs or perform maintenance at CIHA's or the TRIBE's expense or to terminate this LEASE because of CIHA's or the TRIBE's failure or refusal to keep the Premises or any other property in good order, condition or repair;
 - 26.2 Recognize the right of the TRIBE to enforce provisions of this LEASE pertaining to the Premises against LESSEE or any, assignee of LESSEE;
 - 26.3 Agree not to engage in or allow any conduct which would cause the TRIBE to be in violation of this LEASE;
 - 26.4 Provide the TRIBE with copies of all notices of violations, citations or orders from any governmental entity whatsoever within forty-eight (48) hours of receipt by LESSEE or assignee;
 - 26.5 Maintain the Premises and all improvements thereon, in reasonably good order, condition and repair;
 - 26.6 Ensure that the Premises and all activities conducted thereon are at all times in compliance in all material respects with all applicable Tribal, federal or other environmental laws, statutes, ordinances, common law, rules, regulations, permits, or orders; and
 - 26.7 Recognize the right of the TRIBE, its agents and representatives to enter and inspect the Premises leased under this LEASE to LESSEE or any assignee of LESSEE, and all buildings and improvements thereon upon twenty-four hour minimum notice. During construction and placement periods, no notice is needed before inspection. LESSEE will be required to correct any deficiencies noted in the inspection prior to continuing construction or placement. Deficiencies noted after occupancy of the dwelling unit must be corrected within thirty (30) days and pass a reinspection.
- 27.0 SUBJECT TO JURISDICTION OF TRIBE. LESSEE agrees and understands that the Tribal Court of the TRIBE shall have jurisdiction over any suit that may be filed relating to this LEASE, provided that this designation shall not be deemed to be a waiver of the sovereign immunity of either the TRIBE or CIHA, which immunity is hereby expressly asserted; nor shall the same be determined to be an election of remedies by the TRIBE or CIHA.

- 28.0 VIOLATIONS OF LEASE. It is understood and agreed that violation of this LEASE may also be acted upon in accordance with the regulations set forth in 25 CFR Part 162.
- 29.0 ASSENT NOT WAIVER OF FUTURE VIOLATIONS. No assent, express or implied, to any violation under this LEASE by CIHA shall be deemed to be a waiver of any succeeding violation.
- 30.0 RECEIPT OF NOTICE. Any notice under this LEASE shall be deemed to have been received on the third day (exclusive of Sundays and federal holidays) after which such notice is deposited in the U.S. Mail by first class mail, addressed to the last known address of LESSEE, or, if there is no such address, then to the street address of the property.
- 31.0 NON MERGER OF LEASEHOLD. There shall be no merger of this LEASE or of the leasehold estate created hereby with the fee estate in the Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this LEASE or leasehold estate created hereby or any interest in this LEASE or in such leasehold estate and the fee estate in the Premises or any interest in such fee estate. Moreover, if merger of fee title with the leasehold interest is effected under any circumstances (whether voluntary or involuntary or effected by CIHA or LESSEE) such merger will not result in the termination of the LEASE or an extinguishment of any Leasehold Mortgage.
- 31.0 BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS. The parties herein agree that this LEASE shall be binding upon their respective heirs, successors, and assigns.
- 32.0 NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this LEASE may be deemed a waiver of the sovereign immunity of the TRIBE or CIHA, which immunity is hereby expressly asserted.
- 33.0 ENTIRE AGREEMENT. This LEASE contains the entire agreement and understanding of the parties, and the provisions may not be altered or modified except in accordance with the provisions of this Agreement. Any modification must be by an instrument in writing duly signed by both parties, a copy of which must be provided to any Secured Lender. Except as expressly provided in this LEASE, no oral statements, promises, or representations made by CIHA or the TRIBE or their agents, employees, or representatives may be relied on by the LESSEE. This LEASE supersedes any existing lease agreement between the parties with respect to the Premises and any such existing lease shall be deemed terminated as of the Commencement Date of this LEASE, except with respect to obligations or liabilities which arose or accrued prior to the date of termination or which specifically survive termination.
- 34.0 LEASE SUBJECT TO CERTAIN RIGHTS. The due execution, delivery, and, if necessary, approval by the Bureau of Indian Affairs of this LEASE shall vest in the

LESSEE therein named, the right to occupy and exercise control over the Premises therein identified to the exclusion of the rights of all other persons or entities subject to the following:

- 34.1 The rights of the United States of America as trust title owner of the Reservation for the benefit of the TRIBE and the rights of the TRIBE as beneficial owner;
- 34.2 The rights of the TRIBE to assert its inherent police power with respect to Lessees, Leaseholds, Dwellings and the uses thereof including, but not limited to, the adoption of Tribal Laws relating to land use control, building codes, and similar Tribal Laws whether of general application to the Reservation or to specific areas of the same;
- 34.3 The rights of the TRIBE to tax Lessees, Leased Parcels and/or Dwellings;
- 34.4 The rights of the TRIBE to terminate the Lease for cause pursuant to Section 420.200 of the Ordinance;
- 34.4 The rights of a Loan Program Lender arising under a Leasehold Mortgage;
- 34.5 The rights of the Tribe or any Subordinate Tribal Entity for access over, under, into, and upon any Leased Parcel or Dwelling as may be necessary for governmental activities of the Tribe including, but not limited to, the provision of utilities for the benefit of Tribal Members;
- 35.6 The rights of the TRIBE in and to all timber, water, water courses, minerals, sand, gravel, and other natural resources located on the Reservation, which rights are reserved to the TRIBE to be managed in accordance with Tribal Laws;
- 35.6 The rights of the TRIBE in and to all ceremonial, burial, and sacred grounds, as they may be identified by the Tribal Council from time to time;
- 35.7 The right of the TRIBE to adopt and enforce laws to protect the health, welfare and safety of the Tribe and its members, employees, visitors and residents;
- 35.8 The right of the TRIBE to adopt and enforce laws to protect and manage environmental values, water quality, air quality, view corridors, natural resources, and fish and wildlife, including but not limited to culturally significant species, and endangered or threatened species;
- 35.9 The right of the TRIBE to regulate traffic and to provide for the maintenance, development and improvement of roads, utilities, sidewalks and tribal or public rights of way;

35.10 The right of the TRIBE to approve subleases as provided in the Ordinance; and

35.11 The rights or obligations of the TRIBE or the Federal government under applicable provisions of Tribal or Federal laws.

36.0 EFFECTIVE DATE. This LEASE and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators and assigns of the LESSEE and any successor in interest to the TRIBE, and shall take effect on _____.

IN WITNESS WHEREOF, the TRIBE and LESSEE have executed this LEASE on

_____, _____.

By:

TRIBE:

Signature

Printed Name and Title

LESSEE:

Signature

Printed Name

Reviewed and approved by the Secretary of the United States Department of Interior:

Secretary (or his or her designee)

Date