

CONFIDENTIAL

DRAFT

6/23/92

GLOBAL SETTLEMENT

A. Accommodation of Navajos on Hopi Partitioned Lands:

1. For any Navajo who is certified for relocation benefits and who wants to remain on the HPL, the Hopi Tribe offers two options:

Option A--The person can stay where he/she is and enter into a lease for as long as the tenant resides on the property. This is nonrenewable, does not include appurtenant grazing rights, and requires no rental payments. The terms and conditions of this lease are set out in Exhibit A.

Option B--The person can move into range units 254, 259, 260, 261, 262, or 263 and enter into a twenty-year lease. The lease is renewable and does include grazing rights. These rights will be established by the Hopi Tribe and distributed to the individual Navajos in conjunction with the Navajo Nation. Persons with Option A leases may graze in this area as well if they obtain a permit from both tribes. The rent for these leases is to be paid by the Navajo Nation and will be \$200,000 annually, increasing to \$300,000 annually after ten years. The terms and conditions of this Lease are set out in Exhibit B.

2. If a Navajo individual accepts either option, he/she foregoes all relocation benefits.

3. For all Navajos currently residing on the HPL who do not choose either option, the relocation program will continue for one year.

4. During that year, ONHIR will continue to give first priority to any Navajo on the HPL who wants to relocate.

5. At the end of that year, the relocation program with regard to the HPL sunsets and benefits for people who did not relocate are considered waived.

6. Any Navajo remaining on the HPL after the one year is over and who does not have an Option A or B lease is subject to eviction.

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**RESIDENTIAL LEASE
(Tenant Resides on Premises)**

THIS RESIDENTIAL LEASE (the "Lease") is made this _____ day of _____, 19____, by and between the Hopi Tribe, acting by and through the Hopi Tribal Council (the "Landlord"), and _____ (the "Tenant").

In consideration of the mutual covenants, promises, and agreements herein contained, the Landlord hereby rents to the Tenant and the Tenant hereby leases from the Landlord certain lands lying within the Hopi Reservation consisting of not more than three acres for a homesite and not more than ten acres for agricultural purposes, more fully described in Exhibit A, attached hereto and made a part thereof, together with all improvements and fixtures thereon (the "Premises"). Said leased land is owned entirely by the Landlord.

1. **Term.** The term of this Lease shall be for as long as the Tenant resides on the Premises, or in the case of more than one Tenant, for as long as any Tenant resides on the Premises unless earlier terminated pursuant to any other terms of this Lease. Any holding over by Tenant or any other party or person shall not

EXHIBIT A

constitute a renewal of this Lease. No notice by Landlord of the expiration of this Lease shall be required to be given to any party or person.

2. Termination. This Lease shall terminate without further notice: (1) upon the Tenant's no longer using the Premises as his principal residence; or (2) upon conviction of the Tenant in a court of competent jurisdiction for the violation of any ordinance or law of the Hopi Tribe or the United States. In the case where "Tenant" refers to more than one person, no termination shall occur under subparagraph (1) above unless all Tenants give up the Premises but the Lease shall be terminated with respect to the Tenant who no longer principally resides on the Premises, and under subparagraph (2) a conviction against one Tenant shall terminate all Tenants' rights under this Lease. Otherwise, upon a violation by a Tenant of any of the provisions or agreements herein contained and not described above, then, at the option of the Landlord, upon ninety (90) days advance written notice to the Tenant, this Lease shall cease and terminate. The Landlord may thereupon proceed to recover possession of the Premises in accordance with the provisions of the law regulating proceedings in

cases between landlords and tenants and in compliance with any applicable orders of the District Court.

3. Rent. There shall be no monetary consideration paid by the Tenant or the Navajo Nation for this Lease.

4. Tribal Jurisdiction. Tenant and all other persons occupying the Premises are subject to the jurisdiction of the Hopi Tribe and the Hopi Tribal Court while thereon; Landlord agrees that the Tenant and such other authorized occupants shall have and enjoy all rights and privileges which are granted to other non-Hopi persons residing on Hopi land.

5. Relocation Benefits Waived. By accepting this Lease, Tenant agrees and acknowledges that he is waiving any and all rights he would have to relocation benefits as more fully defined in 25 U.S.C. § 640d.

6. Condition of Premises. The Tenant hereby acknowledges that he accepts the Premises in its "AS-IS" condition. The Tenant agrees that neither the Landlord

nor any agent of the Landlord has made any representation as to the condition of the Premises, and no promises have been made to decorate, alter, repair, or improve the Premises. The Tenant shall be responsible for the construction and maintenance at his expense of any fencing required to protect the Premises from trespassing by livestock.

7. **Storage of Personal Property.** All personal property located or stored on the Premises shall be kept and stored at the Tenant's sole risk, and the Tenant shall hold the Landlord harmless from and against any loss or damage to such property arising out of any cause whatsoever.

8. **Landlord's Liability.** The Landlord shall not be liable for any injury, damage, or loss sustained by the Tenant, any person claiming through the Tenant, or any guest or business invitee of the Tenant as a result of any accident or occurrence in or upon the Premises.

9. **No Utility Services.** The Landlord shall have no responsibility to provide any utility services

to the Tenant, such as, but not limited to, heat, electricity, water, sewer, or trash pickup. Further, the Landlord shall have no responsibility for the maintenance, upkeep, or repair of the Premises. Tenant may not contract with any third-party to provide electricity without the written consent of the Landlord, which shall not be withheld unreasonably. In addition, written consent from the Landlord must be obtained for the development of any well. Such consent shall not be withheld unreasonably.

10. Maintenance. Subject to the provisions of paragraph 11 below, the Tenant shall keep the Premises neat, clean, and sanitary, and shall dispose of all rubbish, garbage, and other organic or flammable waste in a clean, safe, and sanitary manner. The Tenant shall not generate, store, bury or dispose of any materials on the Premises which would qualify as hazardous waste under any federal or state statute or regulation or Hopi ordinance. The Tenant shall not permit any person to destroy, deface, damage, impair, or remove any part of the Premises and shall not himself do any such thing. The Tenant will be held responsible for any damage to the Premises caused by any negligence on the part of Tenant. The cost of any repairs made necessary due to

the negligent acts of commission or omission of the Tenant, his family, guests, employees, business invitees, or livestock shall be paid for by the Tenant. Any maintenance or repair on the Premises performed at Tenant's request shall be paid for by the Tenant. The Navajo Nation agrees to indemnify and defend the Landlord, on behalf of the Tenant, for any claim, demand, cost, penalty, damage or judgment incurred by the Landlord under this paragraph, including reasonable attorneys' fees.

11. Work Done by Tenant. The Tenant shall not perform any maintenance, repair, reconstruction, alteration or new construction on the Premises unless the written consent of the Landlord is obtained. Such consent shall not be withheld unreasonably.

12. Uses. The Premises will be used solely as the principal residence of Tenant to be occupied by no one other than the Tenant, his or her spouse, if any, and the members of the Tenant's immediate family. Up to ten acres of the Premises may be used for agricultural purposes; however, no grazing activities shall be conducted on the Premises. The Tenant shall not undertake any mining activity on the Premises. The

Tenant shall not bury any human remains on the Premises or on the Hopi Reservation. The Tenant shall not keep any firearms on the Premises. The Tenant will not use the Premises or allow it to be used for any disorderly or unlawful purpose, and the Tenant will comply with all applicable federal, state, and Hopi Tribal laws and ordinances. The Tenant agrees that the Premises are not and will not become an identified religious shrine pursuant to 25 U.S.C. § 640d-20.

13. No Assignment, Subletting, or Licensing.

The Tenant shall not assign this Lease, sublet or license the Premises or any portion thereof or transfer possession or occupancy thereof to any other person. If the Tenant shall do so, this Lease shall automatically terminate.

14. Insurance. If the Tenant desires to insure the improvements on the Premises or any personal property thereon, he may do so at his sole expense, so long as the Landlord is listed as an additional insured as to the improvements. The Landlord shall have no obligation to insure any part of the Premises.

15. Surrender. The Tenant will, upon termination of this Lease, immediately surrender the Premises and all improvements and fixtures to Landlord and remove all items of personal property with ten (10) days thereafter or they will be deemed forfeited and abandoned.

16. Destruction. If improvements on the Premises shall be damaged or destroyed by reason of fire or other casualty, reconstruction may be undertaken by the Tenant only with the written consent of the Landlord. Such consent shall not be withheld unreasonably. If the Landlord consents to the reconstruction and the Tenant does not or cannot reconstruct the improvements within ninety (90) days after the date of the consent, then this Lease shall terminate. The Landlord has no responsibility for reconstructing or repairing damaged or destroyed improvements.

17. Waiver. A waiver by the Landlord of one breach of any covenant or agreement herein contained shall not be construed to be a waiver of the covenant or agreement itself or of a subsequent breach thereof. Acquiescence in a default shall not operate as a waiver

of such default, even though the acquiescence continues for an extended period of time.

18. **Attorneys' Fees.** If the Landlord employs attorneys because of the violation of any covenant, agreement, or provision of this Lease, the Navajo Nation, on behalf of the Tenant, shall pay the reasonable attorneys' fees and costs.

19. **Notice.** Any notice provided for or permitted by this Lease to be given by one party to the other may be given in writing by registered or certified United States mail, postage prepaid, addressed to the party to be notified at the party's address as set forth below and shall be deemed conclusively to have been given on the date of mailing or upon personal delivery at the address provided below:

Landlord: _____

Tenant: _____

Navajo Nation: _____

20. **Miscellaneous.** The captions and headings herein are for convenient reference only and in no way define or limit the scope or content of this Lease or affect its provisions. This Lease embodies the final and entire agreement and understanding between the parties, and supersedes all prior negotiations, agreements, and understandings. Neither the Landlord nor the Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. Any provision of this Lease may be modified, waived, or discharged only by an instrument in writing signed by the party against which enforcement of the modification, waiver, or discharge is sought. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular number in any place herein in which the context may so require. The provisions of this Lease are severable, and the invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

21. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

22. Construction. Notwithstanding anything herein to the contrary, this Lease shall be governed by and construed in accordance with the laws of the Hopi Tribe.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date first written above.

LANDLORD:

The Hopi Tribe

By:

Chairman
Hopi Tribal Council

TENANT:

The Navajo Nation Tribe of Indians, acting by and through the Navajo Tribal Council, accepts and agrees to all terms and conditions of this Lease.

By: _____
President
Navajo Nation

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DRAFT

**RESIDENTIAL LEASE
(Fixed Term)**

THIS RESIDENTIAL LEASE (the "Lease") is made this _____ day of _____, 19____, by and between the Hopi Tribe, acting by and through the Hopi Tribal Council (the "Landlord"), and _____ (the "Tenant").

In consideration of the mutual covenants, promises, and agreements herein contained, the Landlord hereby rents to the Tenant and the Tenant hereby leases from the Landlord certain lands lying within the Hopi Reservation consisting of not more than three acres for a homesite and not more than ten acres for agricultural purposes, more fully described in Exhibit A, attached hereto and made a part thereof, together with all improvements and fixtures thereon (the "Premises"). Said leased land is owned entirely by the Landlord.

1. **Term.** The term of this Lease shall commence on the _____ day of _____, 19____, and end at midnight twenty (20) years from that date (the "Lease Term"), unless earlier terminated pursuant to any other terms of this Lease. No notice by Landlord of the

EXHIBIT B

expiration of this Lease shall be required to be given to any party or person.

2. **Renewal.** This Lease is renewable upon such terms and conditions as the Landlord, the Tenant, and the Navajo Nation may agree. Any holding^c over by Tenant or any other party or person shall not, however, constitute a renewal of this Lease.

3. **Rent.** The Navajo Nation shall pay \$200,000 annually as rental for this Lease and all other fixed term leases. The payment is due to the Hopi Tribe on or before January 15 of each year. The annual rental payment will increase to \$300,000 after ten years and will continue at that rate for the remainder of the Lease Term.

4. **Termination.** This Lease shall terminate without further notice: (1) upon the Tenant's no longer using the Premises as his principal residence; (2) upon conviction of the Tenant in a court of competent jurisdiction for the violation of any ordinance or law of the Hopi Tribe or the United States; or (3) upon failure of the Navajo Nation to make payment when due on the rental due under this Lease, as described in

paragraph 3 above, which failure continues for thirty (30) days after demand has been made upon the Navajo Nation for payment. In the case where "Tenant" refers to more than one person, no termination shall occur under subparagraph (1) above unless all Tenants give up the Premises but the Lease shall be terminated with respect to the Tenant who no longer principally resides on the Premises, and under subparagraph (2) a conviction against one Tenant shall terminate all Tenants' rights under this lease. Otherwise, upon a violation by a Tenant of any of the provisions or agreements herein contained and not described above, then, at the option of the Landlord, upon ninety (90) days advance written notice to the Tenant, this Lease shall cease and terminate. The Landlord may thereupon proceed to recover possession of the Premises in accordance with the provisions of the law regulating proceedings in cases between landlords and tenants and in compliance with any applicable orders of the District Court.

5. Tribal Jurisdiction. Tenant and all other persons occupying the Premises are subject to the jurisdiction of the Hopi Tribe and the Hopi Tribal Court while thereon; Landlord agrees that the Tenant and such other authorized occupants shall have and enjoy all

rights and privileges which are granted to other non-Hopi persons residing on Hopi land.

6. Relocation Benefits Waived. By accepting this Lease, Tenant agrees and acknowledges that he is waiving any and all rights he would have to relocation benefits as more fully defined in 25 U.S.C. § 640d.

7. Condition of Premises. The Tenant hereby acknowledges that he accepts the Premises in its "AS-IS" condition. The Tenant agrees that neither the Landlord nor any agent of the Landlord has made any representation as to the condition of the Premises, and no promises have been made to decorate, alter, repair, or improve the Premises. The Tenant shall be responsible for the construction and maintenance at his expense of any fencing required to protect the Premises from trespassing by livestock.

8. Storage of Personal Property. All personal property located or stored on the Premises shall be kept and stored at the Tenant's sole risk, and the Tenant shall hold the Landlord harmless from and against any loss or damage to such property arising out of any cause whatsoever.

9. **Landlord's Liability.** The Landlord shall not be liable for any injury, damage, or loss sustained by the Tenant, any person claiming through the Tenant, or any guest or business invitee of the Tenant as a result of any accident or occurrence in or upon the Premises.

10. **No Utility Services.** The Landlord shall have no responsibility to provide any utility services to the Tenant, such as, but not limited to, heat, electricity, water, sewer, or trash pickup. Further, the Landlord shall have no responsibility for the maintenance, upkeep, or repair of the Premises. Tenant may not contract with any third-party to provide electricity without the written consent of the Landlord, which shall not be withheld unreasonably. In addition, written consent from the Landlord must be obtained for the development of any well. Such consent shall not be withheld unreasonably.

11. **Maintenance.** Subject to the provisions of paragraph 12 below, the Tenant shall keep the Premises neat, clean, and sanitary, and shall dispose of all rubbish, garbage, and other organic or flammable waste in a

clean, safe, and sanitary manner. The Tenant shall not generate, store, bury or dispose of any materials on the Premises which would qualify as hazardous waste under any federal or state statute or regulation or Hopi ordinance. The Tenant shall not permit any person to destroy, deface, damage, impair, or remove any part of the Premises and shall not himself do any such thing. The Tenant will be held responsible for any damage to the Premises caused by any negligence on the part of Tenant. The cost of any repairs made necessary due to the negligent acts of commission or omission of the Tenant, his family, guests, employees, business invitees, or livestock shall be paid for by the Tenant. Any maintenance or repair on the Premises performed at Tenant's request shall be paid for by the Tenant. The Navajo Nation agrees to indemnify and defend the Landlord, on behalf of the Tenant, for any claim, demand, cost, penalty, damage or judgment incurred by the Landlord under this paragraph, including reasonable attorneys' fees.

12. **Work Done by Tenant.** The Tenant shall not perform any maintenance, repair, reconstruction, alteration or new construction on the Premises unless the

written consent of the Landlord is obtained. Such consent shall not be withheld unreasonably.

13. Uses. The Premises will be used solely as the principal residence of Tenant to be occupied by no one other than the Tenant, his or her spouse, if any, and the members of the Tenant's immediate family. Up to ten acres of the Premises may be used for agricultural purposes; however, no grazing activities shall be conducted on the Premises or on the Hopi Reservation without a validly issued and current grazing permit from the Hopi Tribe. Such grazing permit must also be approved by the Navajo Nation before it becomes effective. The Tenant shall not undertake any mining activity on the Premises. The Tenant shall not bury any human remains on the Premises or on the Hopi Reservation. The Tenant shall not keep any firearms on the Premises. The Tenant will not use the Premises or allow it to be used for any disorderly or unlawful purpose, and the Tenant will comply with all applicable federal, state, and Hopi Tribal laws and ordinances. The Tenant agrees that the Premises are not and will not become an identified religious shrine pursuant to 25 U.S.C. § 640d-20.

14. No Assignment, Subletting, or Licensing.

The Tenant shall not assign this Lease, sublet or license the Premises or any portion thereof or transfer possession or occupancy thereof to any other person. If the Tenant shall do so, this Lease shall automatically terminate. Notwithstanding the foregoing and subparagraph 4(1) above, in the event of the death of the Tenant prior to the end of the Lease Term, this Lease shall not terminate so long as a member of Tenant's immediate family over the age of eighteen, who was continuously residing on the Premises prior to Tenant's death, agrees to continue to reside on the Premises in accordance with the terms and conditions of this Lease and executes this Lease as the new Tenant hereunder. In such event, the new Tenant shall be entitled to the use and benefit of this Lease for the remainder of the Lease Term but such event shall not under any circumstance extend the Lease Term.

15. Insurance. If the Tenant desires to insure the improvements on the Premises or any personal property thereon, he may do so at his sole expense, so long as the Landlord is listed as an additional insured as to the improvements. The Landlord shall have no obligation to insure any part of the Premises.

16. Surrender. The Tenant will, upon termination of this Lease, immediately surrender the Premises and all improvements and fixtures to Landlord and remove all items of personal property with ten (10) days thereafter or they will be deemed forfeited and abandoned.

17. Destruction. If improvements on the Premises shall be damaged or destroyed by reason of fire or other casualty, reconstruction may be undertaken by the Tenant only with the written consent of the Landlord. Such consent shall not be withheld unreasonably. If the Landlord consents to the reconstruction and the Tenant does not or cannot reconstruct the improvements within ninety (90) days after the date of the consent, then this Lease shall terminate. The Landlord has no responsibility for reconstructing or repairing damaged or destroyed improvements.

18. Waiver. A waiver by the Landlord of one breach of any covenant or agreement herein contained shall not be construed to be a waiver of the covenant or agreement itself or of a subsequent breach thereof. Acquiescence in a default shall not operate as a waiver

of such default, even though the acquiescence continues for an extended period of time.

19. **Attorneys' Fees.** If the Landlord employs attorneys because of the violation of any covenant, agreement, or provision of this Lease, the Navajo Nation, on behalf of the Tenant, shall pay the reasonable attorneys' fees and costs.

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Landlord: _____

Tenant: _____

Navajo Nation: _____

21. **Miscellaneous.** The captions and headings herein are for convenient reference only and in no way define or limit the scope or content of this Lease or affect its provisions. This Lease embodies the final and entire agreement and understanding between the parties, and supersedes all prior negotiations, agreements, and understandings. Neither the Landlord nor the Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. Any provision of this Lease may be modified, waived, or discharged only by an instrument in writing signed by the party against which enforcement of the modification, waiver, or discharge is sought. Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular number in any place herein in which the context may so require. The provisions of this Lease are severable, and the invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

22. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

23. Construction. Notwithstanding anything herein to the contrary, this Lease shall be governed by and construed in accordance with the laws of the Hopi Tribe.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date first written above.

LANDLORD:

The Hopi Tribe

By: _____

Chairman
Hopi Tribal Council

TENANT:

The Navajo Nation Tribe of Indians, acting by and through the Navajo Tribal Council, accepts and agrees to all terms and conditions of this Lease.

By: _____
President
Navajo Nation