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UNITED STATES

LEASE NO. \_\_\_\_\_

DEPARTMENT OF THE INTERIOR

CONTRACT NO. \_\_\_\_\_

Bureau of Indian Affairs

**F53C14200672**

THIS LEASE, made and entered into between The United States of America, through the Area Director, Minneapolis Area Office, Bureau of Indian Affairs, hereinafter designated as "LESSOR", and Stanley R. Crooks, a member of the Shakopee Mdewakanton Community residing upon the Shakopee Mdewakanton Community Indian Reservation, Shakopee, Minnesota, and descendant of the Mdewakanton Sioux residing in Minnesota on May 20, 1886, hereinafter designated as "LESSEE(S)".

WITNESSETH:

1. PREMISES: Lessor, as authorized by law hereby leases to the Lessee all that tract or parcel of land situated on the Shakopee Mdewakanton Indian Reservation, County of Scott, State of Minnesota, and described as follows:

The North 120 feet of the South 240 feet of the East 480 feet of the ~~S 1/4 SW 1/4~~ Sec. 28, T115 N R 22W 5th PM containing 1.3 acres, more or less.

2. USE OF PREMISES: The object of this Lease is to enable the Lessee to use or occupy the dwelling and related structures on the premises for residential purposes.

3. TERM: Lessee shall have and hold the premises for a term of twenty-five (25) years beginning on the effective date of this Lease. This Lease shall automatically and without notice renew for an additional term of twenty-five (25) years on the same terms and conditions contained herein. This Lease may not be terminated by either or both parties during its initial or renewal term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, are mortgages or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given

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or insurance is in force, by the Federal Housing Administration, as the case may be. This Lease shall not be subject to forfeiture or reversion and shall not be otherwise terminated if any action would adversely affect any interest in the premises, including any interest 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.

4. RENT. The improvement of housing for one family is a public purpose of the Lessor. The consideration for this Lease is (1) the said purpose, (2) the promise, hereby given, of Lessee to pay the Lessor rent at the rate of One Dollar (\$1.00) for each twenty-five (25) year term, payment to be made each term in advance, (3) the extinguishment, hereby agreed to by Lessee, of any and all use rights heretofore held by Lessee in the premises, so that Lessee shall hereafter hold rights only by virtue of this lease, and (4) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor. It is agreed that there shall be no adjustment of the rent 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.

5. IMPROVEMENTS. All buildings or other improvements now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof.

6. USE RIGHTS. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall, upon demand, surrender to Lessor complete and peaceable possession of the premises and all

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improvements thereon, which shall be the property of the United States of America.

7. FEDERAL SUPERVISION. (a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by the issuance of a fee patent, the transfer of the property, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.

(b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom.

(c) The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purpose.

8. QUIET ENJOYMENT. Lessor agrees to defend the title to the premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

9. INHERITANCE. This Lease may be transferred by will or by intestate inheritance only to an eligible Mdewakanton Sioux as determined by Lessor.

10. ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender and, when FHA insurance or VA guarantee or insurance is in force, of the Federal Housing Administration or Veterans Administration, as the case may be. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender, its successors in interest, or the FHA or VA, as the case may be, if Lessee default(s) in any mortgage or other loan agreement for which the

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Lease and/or improvements on the premises are pledged as security, and, in such event, the lender, its successors in interest, or the FHA or VA, in turn 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 and/or improvement or maintenance 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 or any mortgage or other loan agreement by the Lessee. Except in cases involving loans for home construction or home improvement by a bank or other recognized lending institution or the VA, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the premises without the prior consent of Lessor. ←

Prepared by:  
Department of  
Minneapolis,

11. OPTION. In the event of default by the Lessee on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (a) payment of all sums 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 before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor 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. The estate acquired by

the Lessor through exercise of said right of first refusal, together with any other estate or title held by the United States of America, as this Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.

12. 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 Lessor, and shall take effect on the 19th day of November, 1980.

United States of America, LESSOR

By *Carmine L. [Signature]*  
Area Director, Minneapolis Area Office,  
Bureau of Indian Affairs

DATE: November 19, 1980

Prepared by:  
Department of Housing and Urban Development  
Minneapolis, MN 55435

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2011 OCT 13 10:00 AM  
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Office of County Recorder ss.  
Caldwell, Miss.

I hereby certify that the within instrument  
presented in this office for record on  
the 01 day of November  
19 56 at 10 o'clock AM  
and duly recorded as **178745**

Document No.  
Paul W. Jamaralinda  
County Recorder

By \_\_\_\_\_ Deputy