

OMAHA TRIBE OF NEBRASKA

Executive Officers

Jason Sheridan, Chairman
Leander Merrick, Vice-Chairman
Alan Harlan, Treasurer
Cheyenne Robinson, Secretary



Members

Galen Aldrich, Sr.
Jerome Hamilton
Dustin Lovejoy

RESOLUTION NO. 25-117 OF THE OMAHA TRIBE OF NEBRASKA

RE: Residential Lease – Daniel Stabler

WHEREAS: The Omaha Tribe of Nebraska is a federally recognized Indian tribe, organized under a constitution and bylaws approved by the Secretary of Interior on April 30, 1936, pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934; and

WHEREAS: pursuant to Article III, Sec.1 of the constitution of the Omaha Tribe of Nebraska, the governing body of the Omaha Tribe shall also be known as Tribal Council; and

WHEREAS: Article IV, Section 1 (c) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to approve or veto any sale, disposition, lease or encumbrance of tribal land, interest in land or other tribal assets, which may be authorized or executed by the Secretary of the Interior, the Commissioner on Indian Affairs, or any other qualified official or agency of government, providing that no reservation lands shall ever be leased for a period exceeding the (10) years, sold, or encumbered, except for governmental purposed; and,

WHEREAS: Article IV, Section 1 (j) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to safeguard and promote the economy and general welfare of the Omaha Tribe; and

WHEREAS: Article IV, Section 1 (p) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to protect and preserve the property, wild life and natural resources of the Tribe; and

WHEREAS: The Omaha Tribal Council finds that it is in Tribe's best interest to maintain certain areas of private land for tribe use; and,

WHEREAS: The proposed homesite is located on land described as follows:

LEGAL DESCRIPTION – T0742

**E ½ SW ¼ NW ¼ SE ¼ SW ¼ & W ½ SE ¼ NW ¼ SE ¼ SW ¼ of Section: 1
Township: 25 North Range: 8 East of 6th Principal Meridian, Thurston county,
Nebraska** belonging to the Omaha Tribe.

WHEREAS: Daniel Stabler will have life use of the residence with \$50 lease payment per year and must secure a legal heir within the next year; and,

WHEREAS: Annual rent is due each January 31st with a \$5.00 late fee assess for three months at which time the lease will be cancelled due to nonpayment; and,

WHEREAS: All other previously agreed upon covenants, requirements and agreements remain in place on this residential lease; and,

NOW THERE BE IT RESOLVED: Millard Lovejoy be granted life use of the residence with all heirship matters secured within 12 months from approval date or the lease may be cancelled or modified with a specific end date noted in addition to all lease terms being adhered to for the duration of the lease.

CERTIFICATION

This is to certify that the foregoing resolution was considered at a duly called meeting of the Omaha Tribal Council on the 22 day of April, 2025, and was adopted by a vote of: 4 for; 0 against; 1 abstaining; with the Chairman not voting. A quorum of 5 was present.

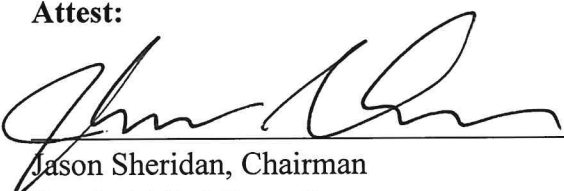
Members	Yes	No	Abstain
Jason Sheridan			Abstain
Leander Merrick	X		
Alan Harlan	X		
Cheyenne Robinson			Absent
Galen Aldrich, Sr.			Absent
Jerome Hamilton	X		
Dustin Lovejoy	X		

Submitted by:


Cheyenne Robinson, M.B.A., Secretary
Omaha Tribal Council

4-22-25
Date

Attest:


Jason Sheridan, Chairman
Omaha Tribal Council

4-22-25
Date

Acknowledge:

Nilah Solomon, Superintendent
Bureau of Indian Affairs

Date

Pursuant to the authority delegated to the Assistant Secretary – Indian Affairs by 209 DM 8, to the Great Plains Regional Director by 3 IAM 4 (Release No. 00-03), and to the Superintendents by the Great Plains Addendum 3 230 DM 1, to the Great Plains Regional Director by 3 IAM 4 (Release No. 21-37), and to the Superintendents by Great Plains Regional Addendum 3 IAM 4 (Release No. 0502)

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TAAMS Doc. No.:

Tract:

RESIDENTIAL LEASE

THIS LEASE, made and entered into between the Omaha Tribe of Nebraska of 497 Main Street, PO Box 368, Macy, NE 68039 hereinafter designated as "LESSOR" and Daniel Stabler, a member of the Omaha Tribe, hereinafter designated as "LESSEE" with the following terms and conditions:

WITNESSETH

SECRETARIAL APPROVAL. As used in this lease, the term "SECRETARY" means the Secretary of the Interior or his duly authorized representative. This lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended; 25 U.S.C. 415.

PREMISES. Lessor hereby leases to the Lessee all that tract or parcel of land situated on the Omaha Tribe Indian Reservation, County of Thurston, State of Nebraska containing .625 acres, more or less.

LEGAL DESCRIPTION – T0742

E ½ SW ¼ NW ¼ SE ¼ SW ¼ & W ½ SE ¼ NW ¼ SE ¼ SW ¼ of Section: 1 Township: 25 North Range: 8 East of 6th Principal Meridian, Thurston county, Nebraska belonging to the Omaha Tribe.

1. **USE OF PREMISE.** The purpose of this lease is to enable the Lessee to construct, improve and maintain a single-family dwelling and related structures on the premises for the Lessee's use, and otherwise to use said premises as a principal residence. The Lessee agrees not to use any part of the leased premises for unlawful conduct or purposes and will comply with all applicable laws, ordinances, rules, regulations and other legal requirements, including tribal laws and leasing policies.

2. **TERM.** Lessee shall have and hold the premises for their life use with a living will on file in Omaha Tribe Realty. Failure to submit all living will documents within the first year of the lease will result in lease cancellation. This lease may not be terminated by either or both parties as long as, the lease and/or any improvements on the premises, or any interest therein are mortgaged or otherwise pledged as security for any loan in accordance with the provisions thereof, unless consent in writing to such termination is given by the lender, and when FHA Insurance or VA guarantee or insurance, or HUD Section 184 guarantee is in force, by the Federal Housing Administration, Veterans Administration or HUD as the case may be. 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 on 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.
3. **RENT.** The improvement of housing for members of the **Omaha Tribe** is a public purpose of the lessor. The consideration for this lease is (1)The said purpose; (2) the promise, hereby given, of the Lessee to pay the Lessor rent at the rate of one dollar (\$1.00) per annum, payment to be paid in advance for the first twenty-five (25) years at the commencement of the lease; (3) extinguishment hereby agreed to by the Lessee, of any and all use rights heretofore held by the Lessee in the premises, so that the Lessee shall hereafter hold right only by virtue of this lease; and (4) other good and valuable consideration, the receipt of which is hereby acknowledged by the 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 access.
4. **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 the lease, including any extension or renewal thereof. During the term of this lease, Lessee shall obtain necessary government permits, approval or authorizations required for the construction and use of all improvements the Lessee places or cause(s) to be placed on the lease premises, and shall comply with all laws applicable to the construction and use of improvements.
5. **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 the Lessee, Lessee or any successor in interest shall be entitled to use rights in the premises if qualified under the laws and customs of the Omaha

tribe. If not eligible, Lessee and any successor in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this lease, complete and peaceable possession of the premises and all improvements thereon, which shall be the property of the Omaha Tribe.

6. **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 issuing a fee patent, a lifting of restrictions on alienation, 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.
7. **QUIET ENJOYMENT.** Lessor agrees to defend the title to the premises also agrees that the 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 whatsoever.
8. **INHERITANCE.** This lease may be transferred by Will or by intestate inheritance in accordance with the laws the customs of the Omaha Tribe.
9. **ASSIGNMENT AND SUBLEASE.** 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:
 - a. Except as otherwise provided herein, the Lessee shall not assign or sublet this lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval from the Secretary of Interior. If this lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without written approval of the lender and when FSA Insurance, VA guarantee or insurance, or HUD Section 184 guarantee is in force, of the Federal Housing Administration, Veterans Administration or HUD as the case may be, if Lessee defaults in any mortgage or any loan agreement for which the lease and/or improvements on the premises are pledged as security, and in such event, the lender, its successors in interest, or the FHA, VA or HUD 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 of a dwelling and related structures, or shall prevent the mortgage or other lender from

foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee. Except in cases involving loans for home construction or home improvements by a bank or other recognized lending institution or the VA, where no such consent or approval 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 prior consent of Lessor and the approval of the Secretary.

- b. Notwithstanding that the term sublease is used herein, the Lessee shall not sublease the premises if the lease is the security for a mortgage insured under Section 248. The Lessee may assign the lease in accordance with the terms hereunder. In the event a Federal Agency is the lender or acquires the mortgage secured by the lease and subsequently acquire said lease by foreclosure (for which approval of the Tribe is not required), then:
 - i. The appropriate Federal Agency, (the Agency involved in this transaction) will notify the Tribe of the availability of this lease for sale, the sale price of the home and other terms of sale.
 - ii. The lease may only be assigned to another tribal member or entity, except that the appropriate Federal Agency may lease the leased premises to a nonmember under the conditions specified herein. Any such sublease or assignment shall be executed consistent with tribal law and Federal law.
 - iii. If a purchaser is found, the lease will be transferred by the Federal Agency, to the purchaser, with the prior written consent of the Omaha Tribe.
 - iv. If purchaser cannot be found, the appropriate Federal Agency, shall be entitled to sublease the lease premises and improvements without prior written approval of the Tribe. Such sublease shall be to a member of the Tribe, unless a tribal member Lessee cannot be found, in which case the Federal Agency may sub-lease to any individual. The term of the initial lease period and any succeeding period shall not exceed one year each. Any purchase of the lease shall be subject to any sublease by the Federal Agency pursuant to this subsection.
 - v. No mortgages (except a Federal Agency as mortgagee or assignee of a mortgage) may obtain title to the interest created by this lease without prior written consent of the Tribe.

10. **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 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 9b) either payment of the balance of the loan or assumptions of the mortgage. Said right of refusal maybe exercised any anytime 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 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 shall not merge with any other estate or title held by the Omaha Tribe as long as this lease and/or any improvements therein, are mortgaged or otherwise pledged as security for any loan, and said lease shall remain subordinate to any valid and subsequent mortgage or other security instrument.

11. **RESERVATION.** Lessee shall use the premises exclusively for residential purposes, except as otherwise agreed to by the parties.
 - 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 prior consent of the Lessee and sureties (as found in 25 CFR 162).
 - b. Timber: The lesser reserves all rights, as owned by the Lessor to timber and forest products on the premises.
 - c. Water: The Lessor reserves the rights, as owned by the Lessor, to water on the premises, except that which is needed for residential purposes.
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 interest to the Lessor, and shall take effect upon approval by the Secretary of the Interior or his duly authorized representatives.
13. **OBLIGATIONS 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 obligations of his sureties, are to the United States as well as to the owner of the land.
14. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS:** No assent, expressed or implied, to any breach of the Lessee's covenants, shall be deemed to be a waiver of any succeeding beach of any covenants.
15. **VIOLATION OF LEASE:** It is understood and agreed that violations of this lease shall be acted upon in accordance with Omaha Tribe Laws and in the event that those laws are precluded by the federal statutes and/or regulations, then in

accordance with regulations in CGR Part 162. We may treat any provision of a lease document that violates Federal law as a violation of the lease.

16. **FORCE MAJEURE:** In the event that the performance of this Agreement is prevented, rendered impossible or unfeasible by any act or regulation of any public authority or bureau, act of God, inclement weather, civil tumult, strike, endemic, interruption in or delay of transportation services, war conditions or emergencies or any cause beyond the control of either Lessee or Lessor, it is understood and agreed that there shall be no claim for damages by either party to this agreement, except for damages that arose prior to the event.
17. **INSPECTION OF PREMISES:** The Secretary, Lender, applicable Federal Agency and all non-tribal entities must acquire approved, written permission from the Lessor, and owner, Omaha Tribe, prior to accessing leased premises. Reasonable notice will then be provided to the Lessor by the Omaha Tribe to enter the lease property to inspect the same and all buildings and other improvements erected and placed thereon.
18. **INDEMNIFICATION:** The lessee holds the Omaha Tribe harmless from any loss, liability or damages resulting from the Lessee's use or occupation of the leased premises; and the lessee indemnifies the Omaha Tribe against all liabilities or costs relating to use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or lease or discharge of any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with exception that the lessee is not required to indemnify the Omaha Tribe for liability or cost arising from neglectful or willful misconduct.
19. **UNLAWFUL CONDUCT:** Neither the Lessor nor the Omaha Tribe shall have any obligation to furnish utilities as of the commencement of this lease. In the event that the Lessee requires utilities, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to written consent of the Lessor, which the Lessor will not reasonably withhold. The Lessee shall pay, as they become due, all bills for electricity and other utilities that are furnished to the lease premises.
20. **LATE PAYMENT INTEREST:** It is understood and agreed between the parties hereto that, if any instalment of rent is not paid within 30 days after becoming due, interest will be assessed at the existing prime rate, plus three (3%) percent, times the amount owed for the period during which payments are delinquent. Interest will become due and payable from the date such rental becomes due and will run until said rental is paid. The interest rate formula is $\text{Interest} = (\text{Prime Rate} + 3\%) \times \text{amount due}$.

21. **RIGHT OF REMOVAL:** Upon termination of the lease, the Lessee of a one-unit single family dwelling shall be entitled, within days, to remove the dwelling and related structures from the leased premises and relocate such improvements to an alternative site, not located on the premises. Any Lessee who exercises such 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, and other improvements shall become the property of the Lessor at the expiration of the lease. This paragraph does not apply to Section 248 insured mortgage loans.
22. **INSURANCE:** The Lessee agrees, so long as this lease is in effect, to keep buildings and improvements in the leased premises insured against loss or damage by fire extended coverage endorsements in an amount equal to the full insurable value of the buildings and improvements insured. Said policy is to be made payable to the Omaha Tribe for their benefit as Lessor. Said policy or policies shall be deposited with the Omaha Tribe and Lessee shall pay all premiums and other charges payable in respect to such insurance and shall deposit with the Omaha Tribe the receipt for each premium or other charges as paid or satisfactory evidence thereof. Except, during such time that a mortgage is in effect against the leasehold interest, that said policy is made jointly to the Lessee and Lessor, and premium payments provide for per specific requirements of the Lender.
23. **CARE OF PREMISES:** It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. Lessee shall not commit or permit to be committed any waste whatsoever on said premises and shall not remove or tear down any building or other improvements thereto, but shall repair. Lessee shall not destroy or permit to be destroyed any trees, except with the consent of the Lessor, and shall not permit the premises to become unsightly. The improvements, or appearance, except for the usual wear and tear.
24. **CONDITIONS:**
- a. The Lessee agrees to construct and maintain a fence sufficient enough to prevent livestock from trespassing on the premises. The Secretary will make the final determination as to whether or not the fence is sufficient and Lessee agrees to abide by his decision.
 - b. This lease implements Section 184 of the Housing and Community Development Act (P.L. 102-550) in connection with HUD's issuance of a loan guarantee or mortgage on the interest created by this lease.
 - c. If the Lessee should have any vehicle(s) that do not (run/work/operate/abandoned) anymore and are (taking/using) up space on the Lease the Lessee will have thirty (30) days to remove or the Lessor may, at his option have someone remove the vehicle(s) at the Lessee's expense.

- d. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with the lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee(s) will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition. (25 CFR 162.413 (c) (4)).
- e. BIA has the right, at any reasonable time during the term of the lease and upon reasonable notice, in accordance with § 162.464, to enter the leased premises for inspection and to ensure compliance. (25 CFR 162.313 (c)(6))

ATTEST:

Date:_____

Lessee

Date:_____

Lessee

Legend

- | | |
|--|--|
|  Mark and Mary Merrick home-site |  Romanita Dick home-site |
|  Dianna Hallowell home-site |  Tabitha Freemont home-site |
|  Alvina Dale home-site |  Rudy Freemont home-site |
|  Stephan Grant home-site |  Lawrence Harlan home-site |
|  Rodney Morris home-site |  Ina Caramony home-site |
|  Yvonne Marr home-site |  gcdb_utm arc |
|  Elisa Grant home-site | |

SE1/4SW1/4 of Section 1, T. 25 N. R. 8 E., 6th P.M.

These lines as shown are not based on a Cadastral Survey, they are derived from GIS databases. Their location may change when a Cadastral Survey is completed.



GME@GPRO 5/29/2014 2012 Photo UtmZ14Nad83

SW1/161

CS1/161

T742-3

1

THURSTON

25 8E

SE1/4SW1/4

12 W1/161/12

S1/41

Legend

- | | |
|--|--|
|  Mark and Mary Merrick home-site |  Romona Dick home-site |
|  Dianna Hallowell home-site |  Tabitha Freemont home-site |
|  Alvina Dale home-site |  Rudy Freemont home-site |
|  Stephan Grant home-site |  Lawrence Harlan home-site |
|  Rodney Morris home-site |  Ina Caramony home-site |
|  Yvonne Marr home-site |  gcdb_utm arc |
|  Elisa Grant home-site | |

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GME@GPRO 5/29/2014 2012 Photo UtmZ14Nad83

SW1/16 1

CS1/16 1

T742-3

25 8E

THURSTON

SE1/4SW1/4

1/4,

1/2

W1/16 1/12

S1/4 1

