



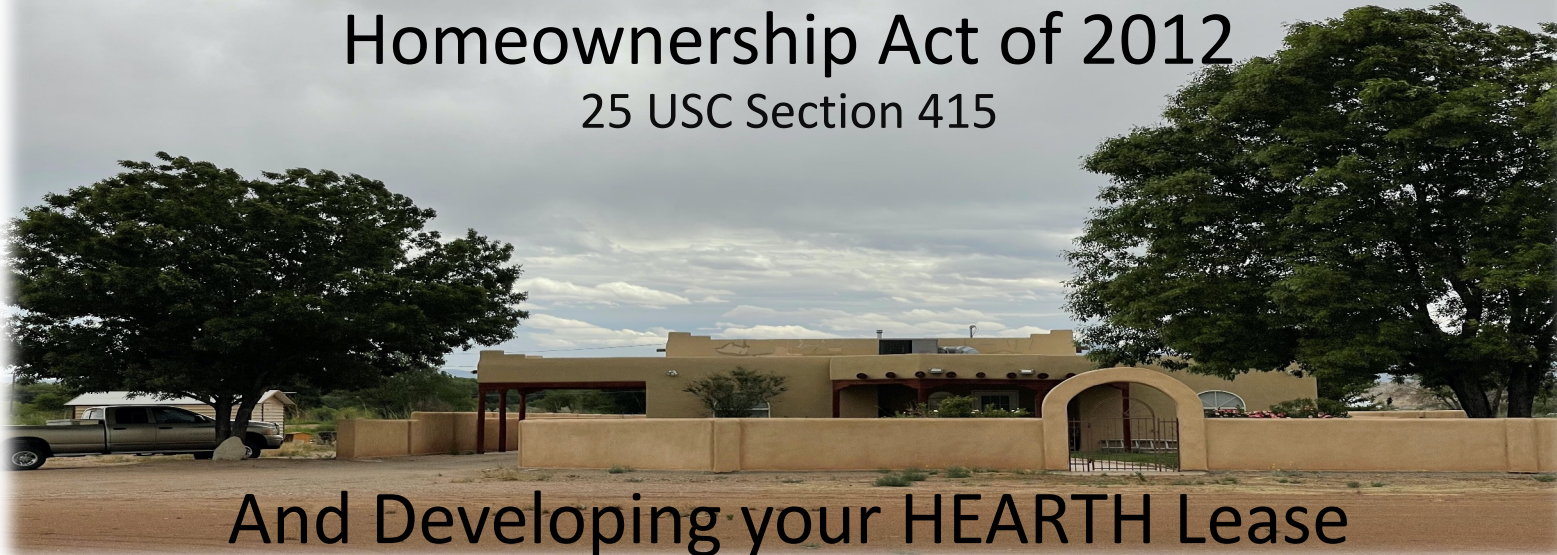
Amplifying Our Collective Voice

7th Annual Native CDFI Capital Access Convening
June 28-30, 2022 • Virtual

Implementing HEARTH

Helping Expedite & Advance Responsible Tribal
Homeownership Act of 2012

25 USC Section 415



And Developing your HEARTH Lease

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WHAT IS HEARTH?

PURPOSE OF PRESENTATION

- What does HEARTH do?
- Preparing for HEARTH
- What Should Your Leasing Law Look Like?
- What Should Your HEARTH Residential Lease Look like?
- Fed Agencies Review
- BIA policies regarding HEARTH
- Should I Record My Leases?
- Tribal Experiences

Questions?

- Put your questions in the chat box.
- We'll stop at various points to answer questions



HISTORY OF HEARTH

- Beginning in 2002 - Pueblos of Isleta, Zuni, Nambe began engaging in leasehold mortgaging
- Barrier – BIA approvals too long. Both lease and mortgage have to go through BIA approval process.
- Remembered Navajo & Tulalip exception. (99 year leases & ability to lease without BIA approval)
- Pueblos drafted Legislation amending the Long Term Leasing Act of 1955 to give all other tribes the same exception.

HISTORY, Cont.

- Beginning in 2007, took draft legislation to congressional offices, invited congressional reps to visit Pueblos, obtained tribal consortium resolutions, added amendments to NAIHC legislative committee.
- 2009 – Senator Heinrich (NM- D) took an interest in the bill, redrafted the bill, and named it HEARTH.
- 2009- 2012: obtained congressional co-sponsorship from all other NM congressional representatives
- Bill became law on July 17, 2012 = HEARTH

WHAT DOES HEARTH DO?

Tribes that want to, can now:

- Draft tribal leasing laws for the leasing of tribal trust lands
- For any of the following purposes:
 - Business
 - Agricultural
 - Public, Religious, Education, Recreational Uses
 - Wind and Solar (WSR)
 - Wind Energy Evaluation (WEEL)
 - **Residential**
- Effect: No longer have to take leases to BIA for approval.

HEARTH SYNOPSIS

- Indian tribe – must be a federally recognized Indian tribe
- Act doesn't apply to allotted lands (lands held in trust for individual Indians).
-
- Secretary must approve tribal leasing laws.
-
- Business or agricultural leases – can't exceed 25 years, but may include an option to renew for up to 2 additional terms of no more than 25 years each.
-
- Public, educational, recreational, and residential leases – can't exceed 75 years.

Does the Law Require anything else?

➤ Yes. Tribe must provide following documents to the BIA:

- Copies of all leases and amendments to BIA for recording.
- Copies of all encumbrances (mortgages) for recording.
- Evidence of lease payments.

Will BIA still approve mortgages?

Answer: No, if tribal leasing law doesn't require BIA approval.

- NO, if Lease states that BIA approval not required.
- Note: BIA regulations give BIA 20 days to approve or disapprove mortgages. 25 CFR 162.359



Will tribes receive money to carry out its responsibilities under the Act?

Answer: Not so far.

Tribes with Leasing Laws under HEARTH

- As of April 14, 2022
 - BIA approved 81 Tribal Leasing laws
 - NM – 6 out of 22 tribes have leasing laws
 - Approx 8 in process of review

- 574 Federally Recognized Tribes
 - As of Jan 28, 2022



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HEARTH – Is your Tribe Ready?



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SHOULD MY TRIBE ENACT A LEASING LAW? IS MY TRIBE READY?

- Questions to ask:
 - 1. How long does it currently take BIA to approve leases?
 - 2. What will be the administrative and financial burden on the tribe?
 - Leasing officer, costs of staff
 - 3. Do we have capable people to process, approve and record leases? Look at Realty Offices, Land Offices, TDHE or Housing Dept. within tribe.
- Start talking to the Tribe – Governor/Chairperson/President, Tribal Council, Realty or Land Dept. personnel. Are they willing to take on the responsibility of approving leases?
- Will it be done timely?

Weigh the Benefits Against the Costs

Pros	Challenges
Faster loan closing – BIA approval of lease & mortgage not required.	No funding made available to help tribes implement tribal leasing laws
Tribe prepares ERs, Surveys, Leases & Approves Lease	If tribe not ready, leases will not get done. May not have staff capacity and resources. Ex. Who will do ERs?
Can assign lease without further Tribal & BIA approval if allowed for in lease	Education Required - Tribes need to understand impacts. Need consistency in Housing & Realty Depts.
Can sublease without further Tribal & BIA approval if allowed for in the lease	Requires financial resources and personnel support – leasing officer, software for Recording?
Foster, effective, efficient collaboration between tribal departments and entities	Coordination required within tribal depts – Housing, Realty, Governor, Tribal Council. This may be difficult to accomplish
Do not have to wait for BIA availability to do surveys, ERs	May not have staff to perform services

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We're Ready! Where do we Start?

1. Develop Processes – how will the leasing process work? Form a Working Committee

- What department/staff will prepare the lease?
- Who will do the ERs?
- Who will do the Surveys?
- Will we have a reviewer?
- Who will take lease to Tribal Council?
- Where will it get recorded internally?



Why HEARTH: Working Group – November 2019



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Why HEARTH: Working Group – November 2019

Pueblo of Isleta's Leasing Committee

POI Survey & Mapping Dept., Isleta Housing Authority,
Sh'eh Wheel Law Offices, and Tiwa Lending Services



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Work Session: Pueblo of Jemez HEARTH Leasing Law and Lease Review October 2021



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What Should my Tribes Residential Leasing Law Look Like?

➤ Things to Consider:

- Must meet Part 25 CFR Part 162.

➤ The HEARTH law and BIA approved tribal leasing laws can be found at:

- <https://www.bia.gov/service/hearth-leasing>

Q and A

- Q & A



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Developing your Leasing Law

- 1. Don't re-invent the wheel
- 2. Look at a minimum of 2 laws
 - BIA website has copies
 - Ask other tribes for copy of their law
- 3. Make it reader-friendly
- 4. Form working group
 - TDHE, Realty, Native CDFI in your community, Attorney

What Should Tribal Leasing Laws Contain?

Standard BIA requirements – use as a guideline:

- Purpose
- Term
- Rent
- Bonding or some other assurance of completion
- Insurance
- Improvements (who owns, right to remove upon expiration of lease)
- Tribal right to inspect lands
- Subleasing
- Assignments

Cont., Leasing Laws

- Mortgage provisions
- Tribal rights to water, timber and minerals
- Assertion of sovereign immunity as a defense or specific waiver with limitations
- Purposes for which tribal lands may be mortgaged – i.e., residential, business.
- Remedies
- Court jurisdiction – note: Issue with HUD
- Environmental Reviews
- Tribal Approval Process

What will BIA Look at in Approving a Tribal Leasing Law?

- Law must be consistent with BIA leasing regulations.
 - Advantage is that we know what BIA regulations look like, and we can use them as a model.
 - Many tribes have adopted leasing laws (73)
- Law must provide for Environmental Review (ER) process that mirrors federal requirements:
 - Identifies and evaluates significant effects on the environment
 - Allows for public comments
 - Tribe provides responses to public comments
 - But tribes can continue using ER process for federally funded projects

BIA Approval of Tribal Leasing Law

- BIA has 120 days (4 months) to approve or disapprove tribal leasing law.
 - But BIA may extend timeline
 - If disapprove, BIA has to give written notice of basis for disapproval
- Your law is effective the date of BIA approval.
 - BIA's approval will get published in the federal register

Sample BIA Notice

HEARTH Act Approval of Pueblo of Isleta Leasing Law

A Notice by the Indian Affairs Bureau on 05/09/2019

DOCUMENT DETAILS

Printed version:
PDF (<https://www.govinfo.gov/content/pkg/FR-2019-05-09/pdf/2019-09608.pdf>)

Publication Date:
05/09/2019 (/documents/2019/05/09)

Agencies:
Bureau of Indian Affairs (<https://www.federalregister.gov/agencies/indian-affairs-bureau>)

Document Type:
Notice

Document Citation:
84 FR 20425

Page:
20425-20426 (2 pages)

Agency/Docket Number:
190A2100DD/AAKC001030/A0A501010.999900

Document Number:
2019-09608

DOCUMENT DETAILS

DOCUMENT STATISTICS

Page views:
16
as of 05/09/2019 at 10:15 am EDT

DOCUMENT STATISTICS

PUBLISHED DOCUMENT

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Cont., Sample BIA Notice

Notice

Document Citation:

84 FR 20425

Page:

20425-20426 (2 pages)

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Document Number:

2019-09608

DOCUMENT DETAILS

DOCUMENT STATISTICS

Page views:

16

as of 05/09/2019 at 10:15 am EDT

DOCUMENT STATISTICS

PUBLISHED DOCUMENT

AGENCY:

Bureau of Indian Affairs, Interior.

ACTION:

Notice.

SUMMARY:

On April 17, 2019, the Bureau of Indian Affairs (BIA) approved the Pueblo of Isleta's (Tribe) Leasing Law under the Helping Expedite and Advance Responsible Tribal Homeownership Act of 2012 (HEARTH Act).

Apr 17, 2019



TIPS

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- Remember, the goal is to make leasing & mortgaging more efficient and effective
 - Don't add burdensome tribal processes that create delays:
 - EX: Provision which requires Lessee to obtain Lessor approval of assignments and subleases.
 - EX: Tribal site approval process



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Developing your Lease

- HAVE TRIBAL COUNCIL APPROVE YOUR HEARTH LEASE FORM
- 1. Take your pre-HEARTH Lease (one stop model lease w/ variances depending on tribe)
- 2. Remove all “Secretarial approval” languages
- 3. Define “lender” as all lenders
- 4. All tribal provisions
- 5. Make all these changes in redlined form
- 6. Develop a residential checklist
- 7. Take redlined version to Tribal Council



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Looking at one Tribe's HEARTH Lease

RESIDENTIAL LEASE OF TRIBAL OWNED LAND

Compliant with POI Leasing Law

(Approved 2022 by POI TC Resolution No. 2022-)

Redlined Version (from 2007 Lease

Lease No. _____

Contract No. _____

THIS Lease is made and entered into by and between the Pueblo of Isleta, a Federally recognized Tribe of Indians, hereinafter designated as "Lessor," and _____ an enrolled member of the Pueblo of Isleta and residing upon the Isleta Indian Reservation, hereinafter designated as "Lessee."

Looking at one Tribe's HEARTH Lease

WITNESSETH

1. SECRETARIAL APPROVAL; FEDERAL AGENCY APPROVAL; DEFINITIONS OF FEDERAL AGENCY, TRIBE, and LENDER. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. On April 17, 2019, the Secretary approved the Pueblo of Isleta Leasing Law pursuant to the Helping Expedite and Advance Responsible Tribal Homeownership Act of 2012 (HEARTH Act). Therefore, this Lease is not 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, as implemented by Title 25, Code of Federal Regulations, Part 162. The form of this Lease has been accepted by the Secretary of Housing and Urban Development (HUD) pursuant to 24 C.F.R. § 203.43h(c), which implements Section 248 of the National Housing Act, 12 U.S.C. § 1715z-13, for use in connection with Federal Housing Administration (FHA) insurance of a mortgage on the interest created by this Lease, and pursuant to 24 C.F.R. § 1005.107, which implements Section 184 of the Housing and Community Development Act of 1992 (Pub. L. 102-550) for use in connection with HUD's issuance of a loan guarantee of a mortgage on the interest created by this Lease. The form of this Lease has also been accepted by the Secretary of the United States Department of Agriculture (USDA) for use in connection with the issuance by USDA or its Rural Housing Service (RHS) of a direct or guaranteed loan pursuant to section 502 of the Housing Act of 1949 as amended, 42 U.S.C. § 1472, secured by the interest created by this Lease. As used in the context of this Lease, the term "Tribe", "Tribal" or "Pueblo" refers to the Pueblo of Isleta. For future reference, "Federal Agency" refers to HUD, and USDA. When used in this Lease, the "lender" is any mortgagee that the Lessor or a Federal Agency has approved or a Federal Agency which makes a direct loan. With respect to mortgages which are insured under Section 248 of the National Housing Act, the lender must be approved by the Federal Housing Administration. The term "lender" also includes any of the lender's successors or assigns of the lender's right, title to, or interest in, the Mortgage and any subsequent note holder secured by the Mortgage. The assignment of the mortgage or any interest therein to a Federal Agency does not require the consent of the Pueblo of Isleta.

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2. PREMISES. Lessor hereby Leases to the Lessee all that tract or parcel of land situated on the Pueblo of Isleta Indian Reservation, County of Bernalillo/Valencia, State of New Mexico, and described as follows (the Leased Premises):

"See attached legal description and survey plat exhibit "A"

3. USE OF PREMISES/ENCUMBRANCE. The purpose of this Lease is to enable the Lessee to construct, improve, and maintain a residential dwelling and related structures on the Leased Premises, and otherwise to use said premises as a principal residence. The Lessee agrees to not to use any part of the Leased Premises for any unlawful conduct or purposes, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises, and will comply with all applicable Federal and Tribal Laws, ordinances, rules, and regulations. Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of HUD (for Section 248 insured loans), from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the purchase of a dwelling, refinancing of an existing mortgage, construction and/or improvement 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 of any mortgage or other loan agreement by the Lessee or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, 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 Leased Premises without the prior written consent of Lessor.

Looking at one Tribe's HEARTH Lease

4. TERM. Lessee shall have and hold the Leased Premises for a term of ~~twenty-five (25)~~ seventy-five (75) years beginning on the effective date of this Lease. ~~This Lease shall automatically and without notice renew for an additional twenty-five (25) years on the same terms and conditions contained herein. This Lease may be terminated by the Lessor upon failure of the Lessee to qualify as a participant of a home loan program within three months of the date of Secretary approval of this Lease.~~ This Lease may not be terminated by either or both parties during its term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, is mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, if the loan is guaranteed, insured, or made by a Federal Agency, a written consent of that agency is also required. 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 Leased 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. In the event a Federal Agency acquires a mortgage on the interest created by this Lease by assignment from a lender, the Lessor shall not terminate the Lease without the written consent of the respective Federal Agency, as long as the mortgage is in force.

5. RENT. The improvement of housing for Tribal families is a public purpose of the Lessor. The consideration for this Lease is (1) the obligation of Lessee to further said purpose, (2) the promise hereby given by Lessee to pay the Lessor rent at the rate of One Dollar \$1.00 per each 50 year term, (3) the extinguishment, hereby agreed to by Lessee, of any and all use rights heretofore held by Lessee in the Leased 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. ~~Rent may be subject to adjustment pursuant to 25 CFR 162.~~

Looking at one Tribe's HEARTH Lease

6. IMPROVEMENTS. All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. During the term of this Lease, Lessee shall obtain any necessary governmental permits, approvals or authorization required for the construction and use of all improvements he or she (they) places or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements. Lessee shall be responsible for maintaining in satisfactory condition all improvements on the Leased Premises. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity on the Leased Premises, all activity in the immediate vicinity of the properties, resources, remains, or items shall cease and the Lessee shall contact the Leasing Officer and any other Pueblo official with jurisdiction to determine how to proceed and appropriate disposition.

7. USE RIGHT. 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 be entitled to use rights in the Leased Premises if qualified under the laws of the Pueblo of Isleta. If not so eligible, Lessee, his or her (their) sublessee and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the Leased Premises and all improvements thereon which have not been relocated as permitted under Paragraph 23 of this Lease, which shall be the property of the Pueblo of Isleta.

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10. ASSIGNMENT AND SUBLEASE.

- (a) ~~Except as otherwise provided herein, 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 of the Secretary of the Interior. Lessee, without further tribal approval, may assign or sublease this Lease. However, if this Lease and/or any improvements on the Leased Premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without~~ must obtain the written approval of the lender and the respective Federal Agency, if any, prior to any assignment or sublease. Lessee may also, without further approval of the Lessor, assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring the loan, if Lessee default(s) in any mortgage or other

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loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee; provided, however, that the Lease may only be transferred to another enrolled member of the Pueblo of Isleta or tribal entity. ~~Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of HUD (for Section 248 insured loans), from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the purchase of a dwelling, refinancing of an existing mortgage, construction and/or improvement 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 of any mortgage or other loan agreement by the Lessee or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, 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 Leased Premises without the prior written consent of Lessor and the approval of the Secretary.~~

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- (b) 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:
 - (1) 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.
- (c) In the event a lender, including a Federal Agency, ~~is the lender or~~ acquires the mortgage secured by this Lease, and subsequently acquires said Lease by foreclosure, or by the assignment of said Lease by Lessee, his or her (their) Lessees or assigns (for which the approval of the Pueblo of Isleta is not required), then:
 - (1) The appropriate lender Federal Agency, (the lender or Federal Agency involved in this transaction) will notify the Pueblo of Isleta of the availability of the Lease for sale, the sales price of the home and other terms of sale.
 - (2) The Lease may only be assigned to another enrolled tribal member or tribal entity or enterprise. Any such sublease or assignment shall be executed consistent with tribal law and Federal law.
 - (3) If a purchaser is found, the Lease will be transferred by the Federal Agencylender, to the purchaser who must be an enrolled tribal member or tribal entity or enterprise.

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- (4) If a purchaser cannot be found, the lender, including a appropriate Federal Agency, shall be entitled to sublease the Leased Premises and improvements without the prior written approval of the Pueblo of Isleta. Such sublease shall be to an enrolled tribal member, entity or enterprise of the Pueblo of Isleta. If an enrolled tribal member or tribal entity or enterprise sublessee cannot be found by the Federal Agencylender within ninety days after making diligent efforts, the Federal Agencylender may require the Pueblo of Isleta to assume a sublease. 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 Agencylender pursuant to this subsection.
- (5) No mortgagee (except a Federal Agency as mortgagee or assignee of a mortgage) may obtain title to the interest created by this Lease without the prior written consent of the Pueblo of Isleta.

In the event that the lender is the entity responsible for acquiring the Lease and the leasehold estate by foreclosure, the lender shall have the rights of the Federal Agency who had insured or guaranteed the foreclosed mortgage under subparagraphs (1) through (5) above, provided this sentence does not apply to loans insured under HUD/FHA's Section 248 program.

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13. EFFECTIVE DATE. This Lease and all its terms and provisions shall be binding upon the successors, and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on the date of approval by the Secretary-Pueblo as indicated by the Governor's signature below.

14. OBLIGATION 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 obligation of his, hers (theirs) sureties, are to the United States as well as to the owner of the land, and the Secretary may enforce the obligations of this Lease so long as the land remains in Trust or Restricted status.

15. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. VIOLATIONS OF LEASE. It is understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations in 25 CFR Part 162 Pueblo Leasing Law and any amendments thereto. Violations of tribal or federal law on the Leased Premises shall be treated as violations of the Lease. Upon violations not cured by Lessee or not curable, Lessor or the Secretary (upon reasonable notice from the Lessor) may enforce the provisions of or cancel this Lease. The Lessor's Leasing Officer may, at his or her discretion, treat as a Lease violation any failure by the Lessee to cooperate with the Leasing Officer's request to make appropriate records, reports or information available for the Leasing Officer's inspection and duplication.

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19. INSPECTION OF THE PREMISES. The Secretary (upon request of the Lessor), lender, applicable Federal Agency, and the Lessor and their authorized representative shall have the rights, at any reasonable times during the term of this lease, and with reasonable notice, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon, and to ensure compliance with this Lease.

20. INDEMNIFICATION. Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use for or occupation of the premises by Lessee, together with all costs and expenses in connection therewith, with the exception that Lessee is not required to indemnify the Lessor for liability or cost arising from the Pueblo's negligence or willful misconduct.

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24. INSURANCE. The Lessee agrees, so long as a mortgage on this lease is in effect, to keep buildings and improvements on the leased premises insured against loss or damage by fire with 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 Bureau of Indian Affairs for the benefit of the Lessor include the Pueblo and the United States as additional insured on liability coverage and cover the Pueblo's interest in all permanent improvements and other property as they may appear. Said policy or policies shall be deposited with the Secretary and~~ Lessee shall pay all premiums and other charges payable in respect to such insurance and shall deposit with the ~~Secretary Lessor~~ the receipt for each premium or other charge as paid or satisfactory evidence thereof. Except that, during such time that a mortgage is in effect against this Leasehold interest, ~~that~~ said policy is to be made jointly payable to the Lessee and the Lender, and premium payments provided for per specific requirements of the Lender.

25. ADDITIONS. Prior to execution of this Lease, provision (s) number (s) _____ has (have) been added hereto and by reference is (are) made a part hereof.

ATTEST:

LESSOR: PUEBLO OF ISLETA

, Tribal Council Secretary

Vernon Abeita, Governor

DATE APPROVED:

Pursuant to Isleta Tribal Council Resolution No. _____ authorizing the Governor or his designee to sign on behalf of the Isleta Tribal Council.

WITNESS:

LESSEE:

~~APPROVED:~~

~~SECRETARY OF THE INTERIOR~~

TIPS

- Don't change pre-HEARTH lease provisions that you don't have to.
 - Don't rewrite the entire lease. Remember, you have to explain it to your Tribal Council.
- Remember, the goal is to make leasing & mortgaging more efficient and effective
 - Don't add unnecessary tribal approvals:
 - EX: Lessee must obtain Lessor approval of assignments and subleases.

Looking at one Tribe's HEARTH Lease

~~Superintendent, Southern Pueblos Agency~~

~~Bureau of Indian Affairs~~

~~BY: _____ Date~~

~~This lease is approved pursuant to the authority delated by~~

~~Authority: 209 DM 8, 230 DM 1,3 IAM 4, and Albuquerque Area Addendum Release No. 9401~~



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Residential Lease Checklist

PUEBLO OF ISLETA
CHECKLIST FOR RESIDENTIAL LEASES
 Revised June 8, 2021

Name of Reviewer:		Date:
Name of Tribal Department/ Entity submitting Lease:		
Name of Lessee:		
✓	DESCRIPTION	COMMENTS:
Part I. Required Information/Documents		
	Proof of Tribal membership of Lessee attached (applies only if Lessee is an individual)	
	Is a representative executing Lease on behalf of Lessee? §301(b)	Yes _____ No _____
	If yes, Lease identifies both Lessee and representative and authority under which representative is acting.	
	Lease is on Tribal Trust Lands	
	Survey attached	
	Access road identified in survey as an easement.	
	Is Lease on land assignment ¹ belonging to Lessee?	Yes _____ No _____
	If yes, evidence of land assignment is attached.	

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Residential Lease Checklist

	Verify ownership with Survey and Mapping Department and order Title Status Report (TSR) from BIA Lands, Titles, and Records Office (LTRO).	
	Verify with Tribal Court and Appellate Court that tract is not in probate or dispute.	
	<p>A site plan showing the following, is attached:</p> <ul style="list-style-type: none"> i. The location of the home. The proposed construction must be in an area nearest to all utilities (except where the applicant is bearing the total cost of utilities); ii. The location of all current utilities (water, sewer, electrical, gas, roads) on the site. If the home is being built or renovated under an IPHA housing project and IPHA or the Pueblo will be paying for all or a portion of 	Yes _____ No _____

¹ The POI Leasing law defines a land assignment as a Tribal Council authorization, agreement or other action or document recognized under Tribal Law that conveys to a tribal member, a family of tribal members, a tribal entity, or a wholly owned tribal corporation, any right to possess or use a particular parcel or tract of Pueblo Trust or Restricted Land in accordance with Tribal Law, other than a Lease. *Section 104 (www) of POI Leasing Law.*

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Residential Lease Checklist

	<p>infrastructure costs, i.e., electricity, water, sewer, the location of all proposed utilities must be such that the costs are feasible and where it would be of the least cost to IPHA or the Pueblo;</p> <p>iii. The location of all proposed utilities on the site;</p> <p>iv. The location of the road easement to the site.</p> <p>§319</p>	
	Lease is signed by Lessee (or representative) and dated:	Yes _____ No _____
	Environmental review documents included	Yes _____ No _____
Part II. Homesite Development Application		
	Has the Homesite Development Application been approved?	Yes _____ No _____

Residential Lease Checklist

Part III. Required Environmental Review (ER) §1101		
A.	Indicate if any of the following are attached: 1. _____ A statement that the leasing transaction will not result in any significant change in use of the leased lands; or 2. _____ a ER statement prepared within 24 months for a substantially identical Lease transaction on the same parcel; or 3. _____ a ER conducted by IPHA or other entity under 24 CFR Part 58 (HUD regulations).	Yes _____ No _____
or B.	If above not checked, reviewer must prepare ER statement, as identified below.	
Step 1	The Leasing Officer must prepare an Environmental Review statement for the Leasing transaction which: 1. Identifies any significant effects of the proposed Leasing transaction on the environment, 2. identifies elements to be evaluated, i.e., air, water, cultural resources, socio-economies, 3. considers whether there are any commercially reasonable actions that may be taken to mitigate such significant effects on the environment as part of the proposed Leasing transaction, and 4. determines whether any such actions should be recommended to the Tribal Council as a condition of approval of a Lease.	

Residential Lease Checklist

Step 2	<p>a. A notice of availability of the completed Environmental Review statement must be published in a newspaper of general circulation to the public or disseminated in such other manner or by such other means as may reasonably be expected to inform the public:</p> <ol style="list-style-type: none"> 1. of the fact that a Lease is under consideration for approval, 2. that a copy of the Environmental Review statement is available to any member of the public requesting it without charge, and 	
	<ol style="list-style-type: none"> 3. that the public is being provided with a reasonable opportunity to comment on the significant effects the proposed Leasing transaction may have on the environment prior to approval or disapproval of the Lease. <p>b. The notice shall invite comments on the Environmental Review statement during a period not less than thirty (30) days following such publication or dissemination.</p>	

Residential Lease Checklist

Step 3	The Leasing Officer must prepare a statement that all public comments will be considered within thirty (30) days of closure of the comment period and prior to submitting the Lease to the Tribal Council for approval.	
Part IV. Required Lease Provisions		
	Identifies the parties to the Lease. §301(a)(3)	Paragraph. Intro Pg. 1
	States the term of the Lease (up to 75 years, but at least 50) §107(d), §301(a)(4), §602	Paragraph. 4 Pg. 2
	If renewal option, may not exceed initial 75 years. §602	Paragraph. Pg.
	States effective date of the Lease. §205	Paragraph. 13 Pg. 6

Residential Lease Checklist

Model RL	<ul style="list-style-type: none"> Upon expiration or termination, if Lessee is tribal member, provides for continued possession under customary laws of the Tribe. If Lease is on top of land assignment, provides for continued possession under land assignment, or Lease extinguishes land assignment. 	Paragraph <input type="text" value="7"/> Pg. <input type="text" value="3"/>
	States purpose of the Lease and authorized uses of the leased premises. §301(a)(2)	Paragraph <input type="text" value="5"/> Pg. <input type="text" value="2"/>
	<ol style="list-style-type: none"> Describes the legal description of land being leased; or a survey-grade global positioning system description; or another description prepared by a registered land surveyor that is sufficient to identify the leased Premises. Description must be of sufficient detail to meet recording requirements for BIA's Land Title and Records Office (LTRO). See 25 CFR 150, Land Records and Title Documents. §304 Verify that the description of land in Lease matches description in Survey. 	Paragraph <input type="text" value="3"/> Pg. <input type="text" value="1"/>
		Paragraph <input type="text" value="2"/> Pg. <input type="text" value="1"/>

Residential Lease Checklist

	States that Tribal laws, in addition to federal laws, apply to Lease. §105(a)	Paragraph. <input type="text" value="3"/> Pg. <input type="text" value="2"/>
	States how much rent, if any, is due. (Typically provides for nominal rent of \$1 per term.) §301(a)(7)	Paragraph. <input type="text" value="5"/> Pg. <input type="text" value="2"/>
NA	States when rent, if any, is due. §307 - §310	Paragraph _____ Pg. _____
NA	States who <u>receives</u> rent, if any. §307- §310	Paragraph _____ Pg. _____

Residential Lease Checklist

NA	States what form of rental payment is acceptable. §307-§310	Paragraph _____ Pg. _____
	States whether any late payment charges or interest apply.	Paragraph <input type="text" value="22"/> Pg. <input type="text" value="7"/>
	Lease provides for mortgage of leasehold interest. §206, §318	Paragraph <input type="text" value="3"/> Pg. <input type="text" value="10"/>
	Identifies whether Lease documents (amendment, assignment, sublease, leasehold mortgage) may be completed without further tribal action. §318(a) & (c)	Paragraph <input type="text" value="3"/> Pg. <input type="text" value="2-Mor"/> Paragraph <input type="text" value="10"/> Pg. <input type="text" value="3"/>
Model R.L.	Prohibits termination of Lease without written approval of lender or funding source if Lease is mortgaged or has land restrictions placed on it by funding source. (Lender requirement)	Paragraph <input type="text" value="4"/> Pg. <input type="text" value="2"/>

Residential Lease Checklist

	Sublease provision included. §206, §318	Paragraph.	10(a)	Pg.	3
	Assignment provision included. §206-§605	Paragraph.	10(a)	Pg.	3
	States any insurance requirements. §301(a)(8), §603	Paragraph.	24	Pg.	7
	Allows for construction of permanent improvements and addresses: §301(a)(5), §302 <ul style="list-style-type: none"> • ownership; • responsibility for constructing; • responsibility for operating, maintaining, and managing; • Whether permanent improvements will remain, in satisfactory condition, and become property of Tribe or Lessee, or whether Lessee will be responsible for removal, or whether they will be disposed of by other means, upon Lease termination/expiration. 	Paragraph.	6	Pg.	2
		Paragraph.	23	Pg.	7

Residential Lease Checklist

	If Lease requires the Lessee to remove the Permanent Improvements, provides the Tribe with option to take possession of and title to the Permanent Improvements if the improvements are not removed within a specified time period. §302	Paragraph. <input type="text" value="23"/> Pg. <input type="text" value="7"/>
NA	If rental reviews or adjustments are permitted, provides for: §313 <ul style="list-style-type: none"> • how and when they will be done; • when adjustments will become effective; • how disputes regarding adjustments will be resolved. 	Paragraph. <input type="text"/> Pg. <input type="text"/>
	Process for enforcing trespass and Lease violations to include: §901 <ul style="list-style-type: none"> • Statement that BIA may, upon reasonable notice from the tribe and at BIA's discretion, enforce the provisions of, or cancel, a Lease. • Statement whether or not negotiated remedies are allowed. • A process for any cancellation or termination and establishing when they become effective. 	Paragraph. <input type="text" value="16"/> Pg. <input type="text" value="6"/>

Residential Lease Checklist

	The obligations of the Lessee and its Sureties to the Tribe are also enforceable by the United States, so long as the land remains Tribal Trust or Restricted Land. §301(c)(1)	Paragraph. 14	Pg. 6
	Prohibits any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased Premises. §301(c)(1)	Paragraph. 3	Pg. 1-2
	Requires Lessee to comply with all applicable laws, ordinances, rules, regulations, and other applicable legal requirements. §301(c)(3)	Paragraph. 3	Pg. 1-2
	Provision that 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 will contact the Leasing Officer and any other Tribal officials with jurisdiction to determine how to proceed and appropriate disposition. §301(c)(4)	Paragraph. 6	Pg. 2

Residential Lease Checklist

	Statement that the Leasing Officer has the right, at any reasonable time during the term of the Lease and upon reasonable notice, to enter the leased Premises for inspection and to ensure compliance. §301(c)(5)	Paragraph. 19	Pg. 6
	Statement that the Leasing Officer may, at his or her discretion, treat as a Lease violation any failure by the Lessee to cooperate with the Leasing Officer's request to make appropriate records, reports, or information available for the Leasing Officer's inspection. §301(c)(6)	Paragraph. 16	Pg. 6
	<p>Unless the Lessee would be prohibited by law from doing so, the Lessee contains the following provisions:</p> <ol style="list-style-type: none"> 1. The Lessee holds the United States and the Pueblo harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the leased Premises; and 2. The Lessee indemnifies the United States and the Pueblo against all liabilities or costs relation to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the leased Premises that occurs during the Lease term, regardless of fault, with the exception that the Lessee is not required to indemnify the Pueblo for liability or cost arising from the Pueblo's negligence or willful misconduct. §301(d) 	<p>Paragraph. 20</p> <p>Paragraph. </p>	<p>Pg. 6-7</p> <p>Pg. </p>

Residential Lease Checklist

	Statement that the Leasing Officer may treat any provisions of a Lease document that violates Tribal Law or federal law as a violation of the Lease. §301(e)	Paragraph. <input type="text" value="16"/> Pg. <input type="text" value="6"/>
	Reserves mineral and water rights to Tribe, except water needed for residential purposes.	Paragraph. <input type="text" value="12"/> Pg. <input type="text" value="5"/>
	Identifies official/staff authorized to execute Lease. §205	Pg. <input type="text" value="7-8"/>
<div style="display: flex; justify-content: space-between;"> <div> <p>_____ Signature of Reviewer (Signature signifies Lease is ready for Tribal Council approval)</p> </div> <div> <p>_____ Date</p> </div> </div>		
Part V. Present Lease to Tribal Council		Date Completed:
	1. Upon completion of Lease review, prepare Tribal Council resolution approving Lease or request Department/Entity to prepare. Tribal Council resolution must identify Tribal official authorized to execute Lease on behalf of the Tribe. §204	
	2. Submit Resolution and Lease (with all relevant documents) to Tribal Council for approval.	

Residential Lease Checklist

Part VI. Lease Execution and Recording		Date Completed:
	1. Lease signed by Governor and dated. §205	
	2. To Survey and Mapping Office for recording. (Tribal Council resolution must be attached) §207, §801	
	3. To Bureau of Indian Affairs (BIA) LTRO for recording. §207, §801	
	4. To Department/Entity requesting Lease	
	5. If Lease will be used for leasehold mortgaging, the mortgage documents must be submitted to BIA LTRO for recording. §207 and §801	
	6. Mortgage documents to Survey and Mapping Office for recording. §207 and §801	



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Should I send my HEARTH Lease to Fed Agencies for Review?

- Yes, if the fed agency or Fannie Mae hasn't yet approved tribe to participate in home loan program
- Maybe, if tribe is already an approved participant
 - HUD will require tribal consent to federal court jurisdiction

Should I Record My Land Transactions?

- Tribes should record their land transactions
 - Land Assignments
 - Leases
 - Mortgages
 - Other – permits, easements, rights of way

DO I HAVE TO RECORD LAND TRANSACTIONS?

- No
- But you should
- Why should tribes record their land transactions if BIA is recording them?
 - Efficiency
 - Internal records
 - Lender might not have sent a satisfaction of mortgage to BIA for recording



What Should My Recording Policies Look Like

SAMPLE RECORDING PROCEDURES FOR RECORDING OFFICER

(Who Records? What gets recorded?)

1. The Tribal Recording Office shall be maintained in the XXX Realty Dept.
2. The Tribal Recording Office shall be responsible for the recording of all land assignments, land leases, mortgages and other land transactions.

What Should My Recording Policies Look Like

3. Each document to be recorded shall be given a unique filing number. The Tribal Recording Office shall devise a filing system which indicates the year recorded and the type of document recorded.

(a) The following designated symbols shall be used for recording of documents:

Land Assignment = AS

Lease = LE

Mortgage = MO

Deed = DE

Other = OT

4. The Tribal Recording Office shall endorse upon any document received for recording the following:

(a) The date and time of receipt of the document;

(b) The filing number; and

(c) The name of the person in the Tribal Recording Office receiving the document.

What Should My Recording Policies Look Like

5. Upon completion of the above endorsements, the Tribal Recording Office shall make true and correct copies of the document and shall certify each copy as follows:

XXX) ss.

I certify that this is a true and correct copy of a document received for recording on this date.

Given under my hand and seal this ____ day of _____.

(SEAL)

Signature

Title

6. The Tribal Recording Office shall maintain copies of the documents in the records of the recording system and shall return the original documents to the person or entity that presented the same for recording. A charge of 20 cents per page shall be charged to the person or entity requesting the recording.

What Should My Recording Policies Look Like

7. The Tribal Recording Office shall maintain a log of each document recorded in which there shall be entered the following:

- a) If a land assignment, the names of the assignor and assignee showing the census numbers of both the assignor and assignee;
- b) If a mortgage, the names of the mortgagor and mortgagee;
- c) If a lease or deed, the names of the grantor and grantee;
- d) If any other document, the designation of each party named in the document;
- e) The date and time of receipt;
- f) The filing numbers assigned by the Tribal Recording Office; and
- g) The name of the person in the Tribal Recording Office receiving the document.

8. Certified copies of any document and the log maintained by the Tribal Recording Office shall be made available for public inspection and copying. Copying shall be provided at 20 cents per page.

Recording Policies, Cont.

XXX TRIBE TRIBAL RECORDING OFFICE RECORDING LOG

File #	Date Recorded	Time Recorded	Document Type	Lessor Grantor Mortgagee	Lessee Grantee Mortgagor	Recorder Personnel

Document type: AS = Land Assignment
DE = Deed
LE = Lease
MO = Mortgage
OT = Other





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Tribal Experiences

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- Pueblo of Isleta
 - Pueblo of Isleta Leasing Law – approved by BIA April 17, 2019

- Pueblo of Jemez
 - Pueblo of Jemez Residential and Business Leasing Code – approved by BIA August 25, 2021



BIA NATIONAL POLICIES

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BIA training and TA:

- A tribe or group of tribes can request HEARTH training on HEARTH, including environmental review (ERs) and survey requirements.
- BIA isn't required to assist a HEARTH tribe with leasing issues, including ERs or surveys or corrections to TSRs. This is done at the discretion of each Agency.

Environmental Reviews:

- A HEARTH tribe need only follow the environmental review requirements in its leasing law. It doesn't have to follow NEPA requirements.



Mortgaging:

- BIA does not have to approve a mortgage on a leasehold where the lease was approved under a tribe's leasing law.

Cont. BIA National Policies

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Title Status Reports (TSRs):

- A request for a certified TSR has to go to the BIA Agency. A BIA agency has 30 days to provide a TSR to a lender or tribe requesting one. LTRO has 7 days from the time it gets the request from an Agency to act on a TSR request.
- LTRO can't email TSRs due to privacy issues. They can however fax them. BIA reviewing the use of encrypted documents to be able to email in the future.

Cont. BIA National Policies

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Leases approved prior to Tribal Leasing Law:

- BIA approval of mortgage required if the mortgage is on a lease approved by BIA prior to the adoption of a tribe's leasing law.
- Any action on a BIA-approved lease (i.e., amendment, assignment, sublease, mortgage) requires BIA approval, even if the tribe is a HEARTH tribe. The other option would be for cancellation of the BIA lease and approval of a new lease under HEARTH.

ACCESS TO TAAMS

Can HEARTH Tribe access TAAMS?

- YES... If Tribe has approved 638 agreement with BIA to take on BIA duties, Tribe can apply for and obtain TAAMS clearance, training, funding to access TAAMS
 - Read your 638 compact scope of work, which would include the TA and other services on TAAMS
- NOT AT THIS TIME... if Tribe doesn't have an existing 638 compact/contract in place.
 - BIA has no policy for allowing HEARTH tribes with no compact to access TAAMS.
 - We hope this can be further discussed at the national level.

The Government Accountability Office (GAO) is reviewing BIA's Land Title Policies

- An opportunity to improve timing of TSRs and Recording.
- If GAO contacts your tribe, please provide your comments.
- Leasehold Mortgaging on Tribal Trust Lands Should Not be Difficult!

GAO wants your input

- On what could be improved with BIA's activities relating to leases and mortgages
- Timeliness with TSRs, appraisals, recording, other documents
- Contact numbers:
 - Paige Gilbreath, Asst Dir, 214-777-5724 GilbreathP@gao.gov
 - Josey Ballenger, 202-512-3411 allengerJ@gao.gov
 - Estelle Bowman, Senior Analyst, 202-512-9220 BowmanE@gao.gov



STATEMENT OF GOVERNOR QUETAWKI PUEBLO OF ZUNI

HEARTH Congressional Hearing

HEARTH recognizes the sovereign right of Indian tribes to make their own laws and be governed by them. These are our lands. We should be able to say who can live and do business on them.



STATEMENT OF GOVERNOR EDWARD PAUL TORRES, PUEBLO OF ISLETA HEARTH Congressional Hearings

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HEARTH recognizes the sovereign right of tribes to enact their own residential and business laws. We know best what should occur on our lands.



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BIA HEARTH SESSIONS

- July 6, 2022
- July 7, 2022

www.BIA.gov



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