

A PRELIMINARY REPORT UPON LAND USE

SALT RIVER INDIAN RESERVATION

LIBRARY

Sioux

A999.908

Property of
Flood Control District of MC Library
Please Return to
2801 W. Durango
Phoenix, AZ 85009

A PRELIMINARY REPORT UPON LAND USE

SALT RIVER INDIAN RESERVATION

Prepared for the Salt River Pima - Maricopa Community Council

By The Maricopa County Planning and Zoning Department

June 1960

MARICOPA COUNTY
PLANNING AND ZONING COMMISSION - DEPARTMENT
103 West Jefferson
Phoenix, Arizona

June 3, 1960

Mr. Raymond Enos, President
Salt River Pima - Maricopa Community
Council

Dear Mr. Enos:

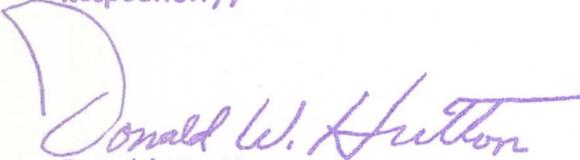
In accordance with your request and as authorized by the Maricopa County Planning and Zoning Commission at the regular meeting held January 7, 1960, the staff of the Planning and Zoning Department has undertaken a study of the Salt River Indian Reservation which I am pleased to transmit to you at this time for the consideration of the Salt River Pima - Maricopa Community Council.

This report upon land use for the Salt River Indian Reservation is primarily concerned with the present and possible future use of land. It is preliminary in nature and, as indicated herein, additional studies should be undertaken as conditions warrant.

It is suggested that this report be reviewed by the Salt River Pima - Maricopa Community Council with a view to obtaining suggestions and comments.

The report is intended to provide a sound basis for future planning of the Reservation and we will be pleased to further assist you in any manner that is desired and within the scope of our departmental operations here.

Respectfully,


Donald W. Hutton, Director

ACKNOWLEDGEMENTS

Raymond Enos, President of the Salt River Pima - Maricopa Community Council

Charles Cough, Past President and Member of Council

Bernard Smith, Member of Advisory Board

Minton J. Nolan, Superintendent of Reservation

Charles V. Gage, Realty Officer

F. M. Haverland, Area Director, Bureau of Indian Affairs

James B. Ring, Assistant Area Director (Administration)

P. T. LaBreche, Chief Industrial Development Branch, Bureau of Indian Affairs

Royal D. Marks, Attorney

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
LOCATION AND TOPOGRAPHICAL FEATURES	1
POPULATION	2
LEASING OF INDIAN LAND	3
EXISTING LAND USE	3
FUTURE LAND USE PATTERN	4
ADDITIONAL STUDIES NEEDED	8
SUMMARY	9

PLATES

<u>Number</u>		
1	LOCATION MAP	1
2	TOPOGRAPHY	2
3	LOCATION OF LEASED LAND	3
4	EXISTING LAND USE	3
5	DIAGRAMMATIC LAND USE PLAN	4

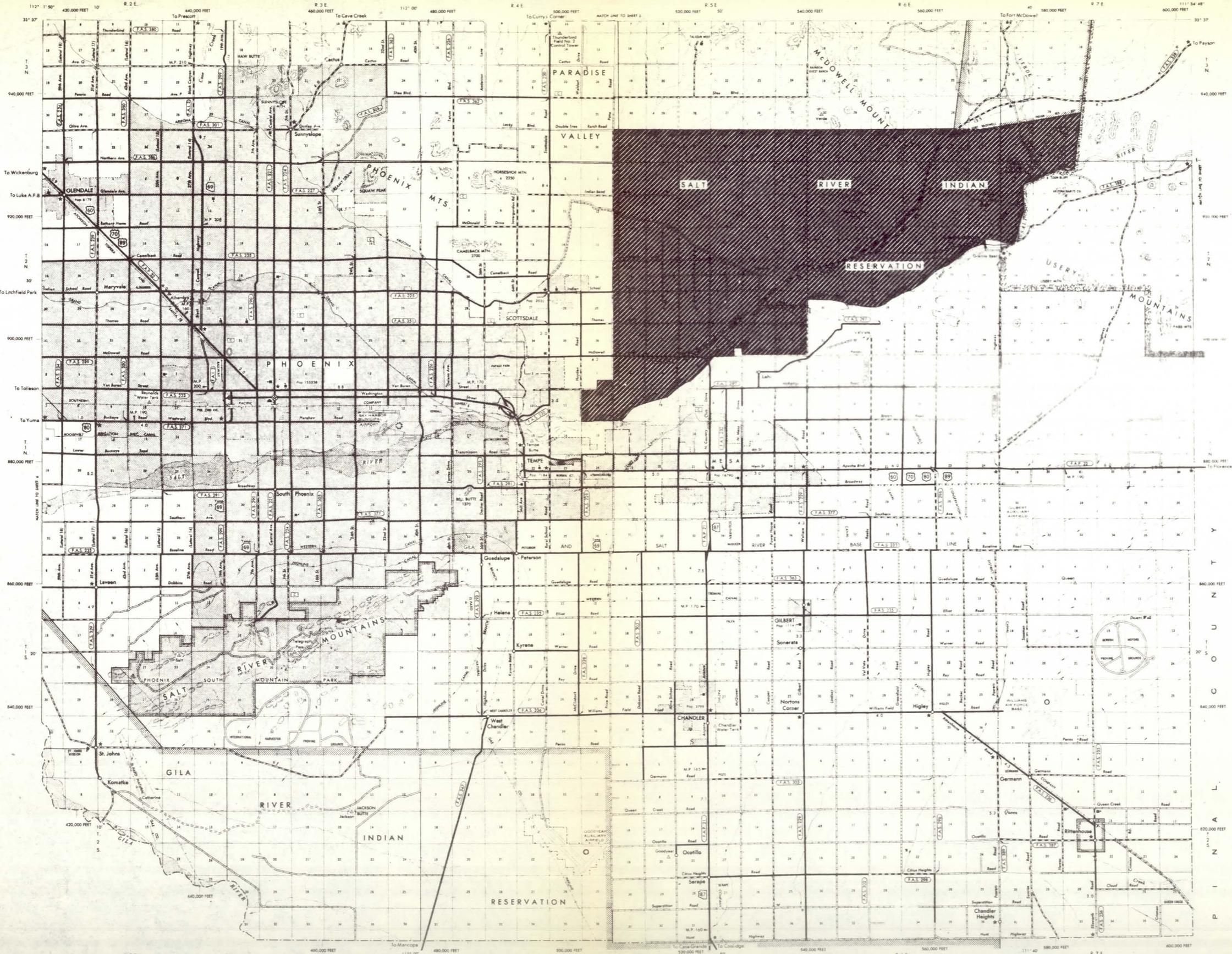
TABLE

1	SALT RIVER INDIAN RESERVATION LEASES	3
---	--------------------------------------	---

APPENDIX

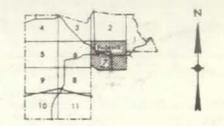
United States Code Annotated - Title 25
Business Lease Form

LOCATION MAP



GENERAL HIGHWAY MAP
MARICOPA COUNTY, ARIZONA
ARIZONA STATE HIGHWAY DEPARTMENT
DIVISION OF ECONOMICS AND STATISTICS
UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PLATE NO. 1



TRANSVERSE MERCATOR PROJECTION ARIZONA CENTRAL ZONE
COMPILED BY PHOTOGRAMMETRIC METHODS
1927 NORTH AMERICAN DATUM
CONTROL BY U. S. COAST AND GEODETIC SURVEY, U. S. GEOLOGICAL SURVEY,
U. S. FOREST SERVICE AND U. S. GENERAL LAND OFFICE
INVENTORY 1924

A REPORT UPON LAND USE - SALT RIVER INDIAN RESERVATION

Introduction

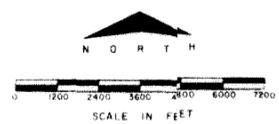
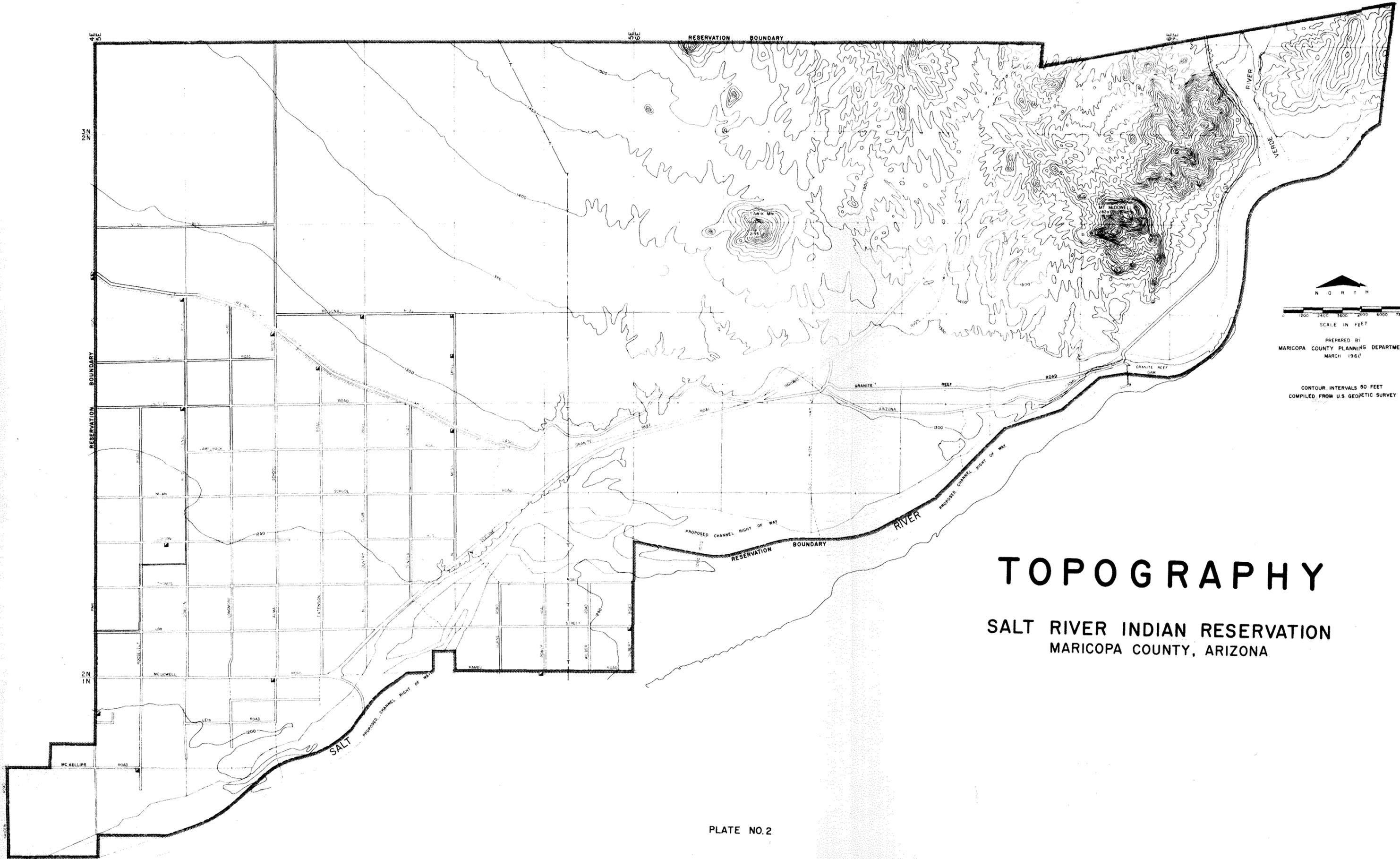
This report upon land use for the Salt River Indian Reservation is primarily concerned with the present and future use of land. It has been prepared without the benefit of an economic analysis as a basis and at such time as an economic analysis may be obtained proposals herein should be reviewed. A primary purpose of this report, which is preliminary in nature, is to provide basic information regarding present land utilization and to provide a guide for the future leasing and development of land.

Maricopa County will continue to experience an unprecedented population growth and because of the geographical relationship of the reservation to the urban area there will be an increased demand for use of reservation land for various purposes. Therefore, it is important that new development be guided in accordance with an agreed upon land use pattern. Otherwise an inharmonious use of land will result to the detriment of the reservation as a whole.

The following sections of this report discuss the location, topographical features, population, leasing of Indian lands, existing land use, future land use pattern and possible methods of attaining same, and additional studies that are needed.

Location And Topographical Features

Plate 1, Location Map, shows the Salt River Indian Reservation in relationship to adjoining areas. Since this general highway map was prepared, the City of Phoenix has



PREPARED BY
MARICOPA COUNTY PLANNING DEPARTMENT
MARCH 1962

CONTOUR INTERVALS 50 FEET
COMPILED FROM U.S. GEODETIC SURVEY

TOPOGRAPHY

SALT RIVER INDIAN RESERVATION MARICOPA COUNTY, ARIZONA

been extended to include 185 square miles. The reservation is generally bounded by Pima Road on the west, Ranch Road projected and Fort McDowell Indian Reservation on the north, Tonto National Forest on the east, and the Salt River on the south. This map clearly indicates the geographical importance of the area contained in the Salt River Indian Reservation.

Plate 2 shows the topography of the reservation. The eastern sector contains mountainous terrain and the western sector is generally flat. The entire area slopes to the south and west. Major roads through the area are McDowell Road and the Beeline Highway, both of which are heavily traveled routes; the Beeline Highway has considerable traffic movements to Sahucro Lake, Payson, and various other points of interest. This map also shows the proposed channel right-of-way for the Salt River as indicated by studies made by the U. S. Corps of Engineers. All of the section line roads shown on this map are not open at present. The Arizona Canal traverses the reservation in an east-west direction.

Population

According to information provided by the Indian Agent Substations, as of February 1960, there were 1300 Indians residing on the reservation. The distribution of this population is discussed in a subsequent section of this report under the heading "Land Use."

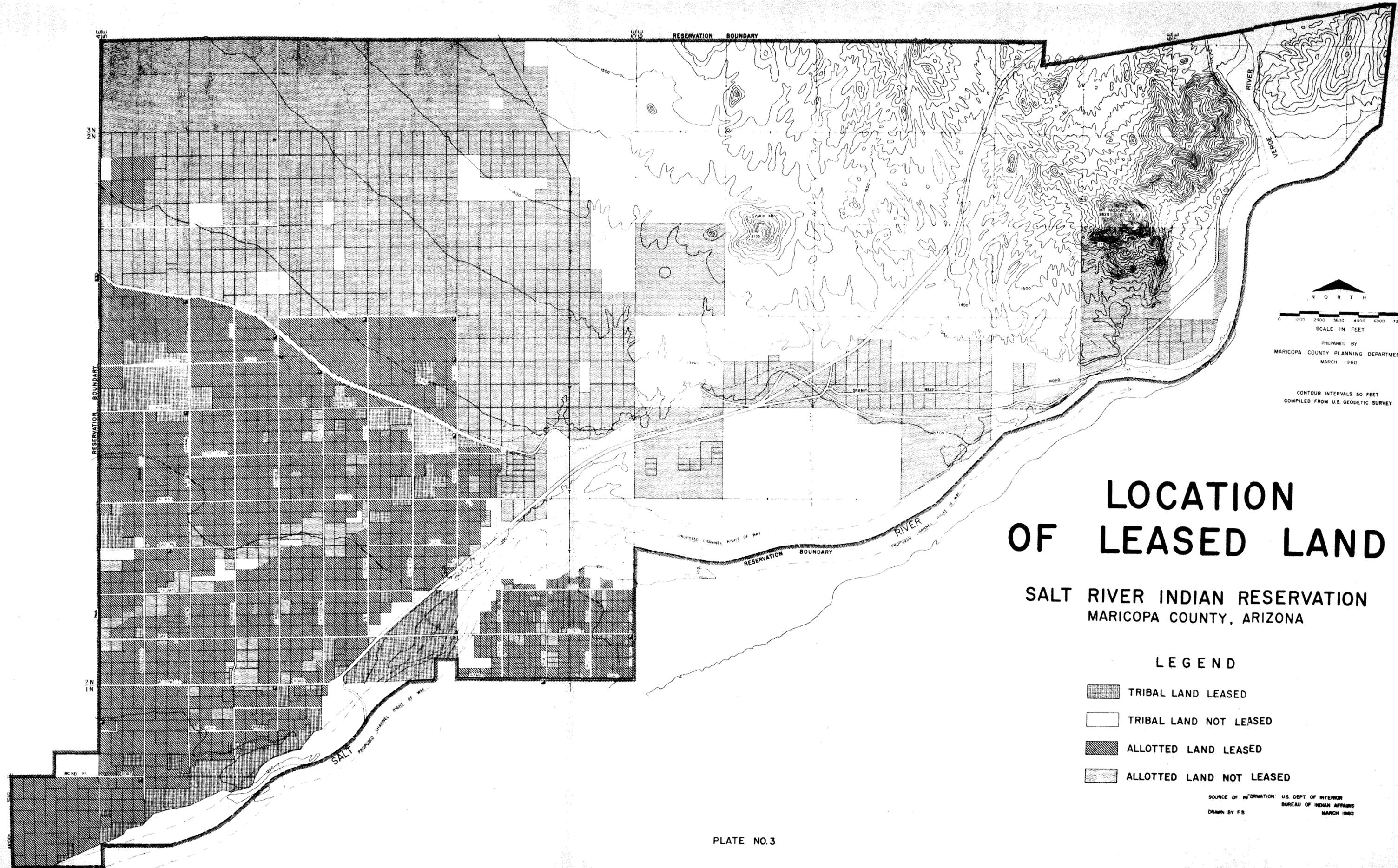
One of the difficult problems will be to determine the amount of population that may be expected in the future. This will depend to a considerable extent on the laws that relate to the use of Indian land and any subsequent changes in these laws.

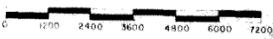
TABLE 1. SALT RIVER INDIAN RESERVATION LEASES

	Area (Acres)	Leased		Not Leased	
		Acres	% Total	Acres	% Total
Tribal Land	21,397.98	1,739.30	8.1%	19,658.38	91.9%
Allotted Land	25,201.36	10,342.00	41.0%	14,859.36	59.0%
Total	46,599.34	12,081.30	25.9%	34,517.74	74.1%

Lease Data	Tribal	Allotted
Total Number of Leases	15	137
Range of Term Leases	1 - 10 years	1 - 10 years
Range Size Tracts Leased	2 - 90 acres	2 - 20 acres
Type of Leases	(Agricultural (Business (Recreational (Advertising (Sand and Gravel	(Agricultural (Business (Recreational (Advertising
Range Size Allotments		5 - 30 acres
Type of Right-of-Way	(Roads (Power (Gas	(Roads (Power (Gas
Range Size Leased Units	10 - 430 acres	10 - 1000 acres

Source: Minton J. Nolan, Superintendent
Pima Agency, Sacaton, Arizona
April 21, 1960




 NORTH

 SCALE IN FEET
 PREPARED BY
 MARICOPA COUNTY PLANNING DEPARTMENT
 MARCH 1960
 CONTOUR INTERVALS 50 FEET
 COMPILED FROM U.S. GEODETIC SURVEY

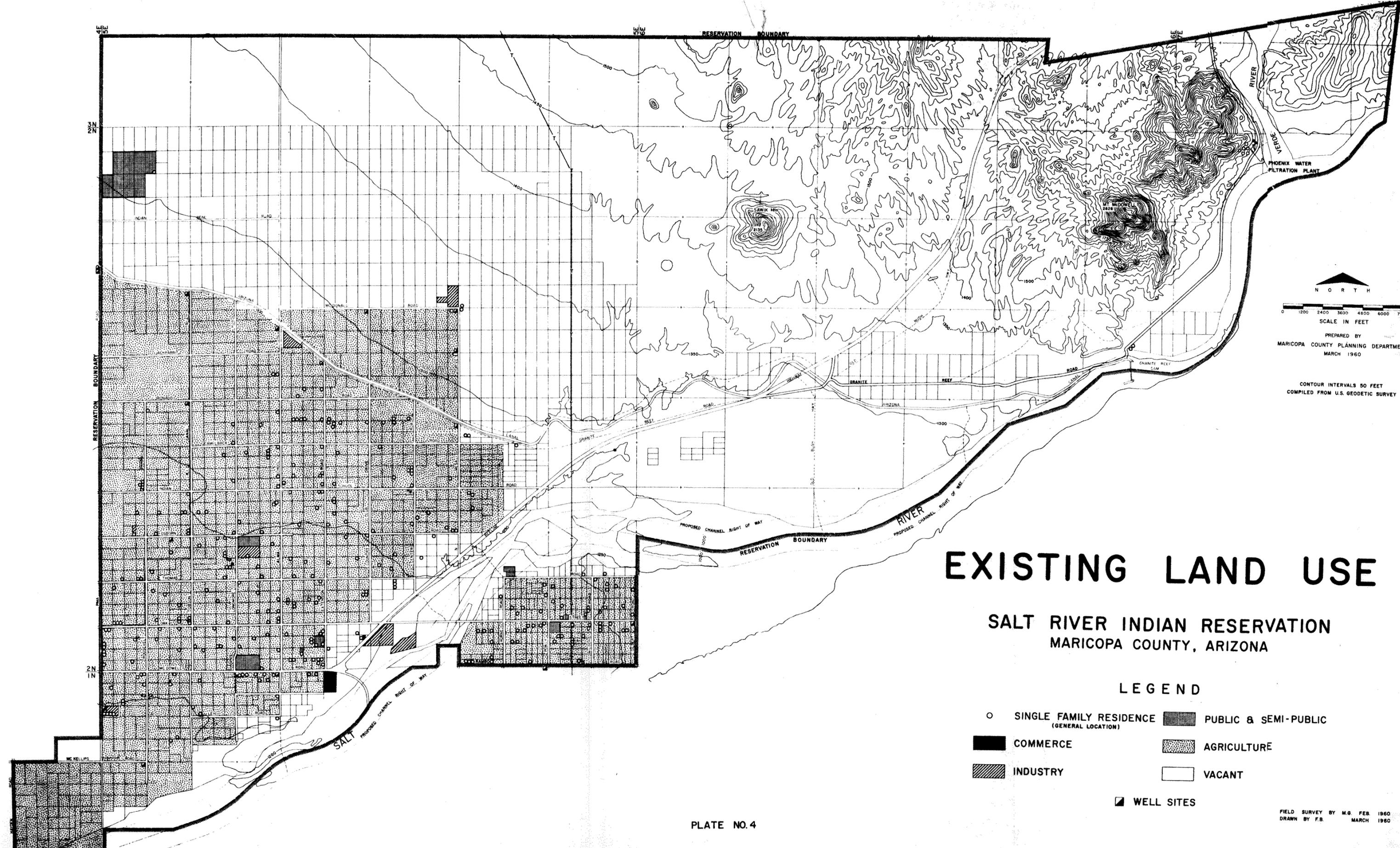
LOCATION OF LEASED LAND

SALT RIVER INDIAN RESERVATION
MARICOPA COUNTY, ARIZONA

LEGEND

-  TRIBAL LAND LEASED
-  TRIBAL LAND NOT LEASED
-  ALLOTTED LAND LEASED
-  ALLOTTED LAND NOT LEASED

SOURCE OF INFORMATION: U.S. DEPT. OF INTERIOR
 BUREAU OF INDIAN AFFAIRS
 DRAWN BY FB
 MARCH 1960



NORTH

0 1200 2400 3600 4800 6000 7200
SCALE IN FEET

PREPARED BY
MARICOPA COUNTY PLANNING DEPARTMENT
MARCH 1960

CONTOUR INTERVALS 50 FEET
COMPILED FROM U.S. GEODETIC SURVEY

EXISTING LAND USE

SALT RIVER INDIAN RESERVATION MARICOPA COUNTY, ARIZONA

LEGEND

- SINGLE FAMILY RESIDENCE (GENERAL LOCATION)
- COMMERCE
- ▨ INDUSTRY
- ▩ PUBLIC & SEMI-PUBLIC
- ▤ AGRICULTURE
- VACANT
- WELL SITES

In this report it has not been possible to estimate the probable future Indian population here or the future population that would result should certain areas be made available for private development and large-scale subdivisions similar to those in other areas of Maricopa County.

Leasing Of Indian Land

Table 1 contains information regarding the amount of tribal land, the amount of allotted land, amount of land presently leased, and certain lease data. Information for this table was provided by the Superintendent of the Pima Agency at Sacaton, Arizona.

From Table 1, the reservation contains a total of 46,599.34 acres or 72.7 square miles. Of this amount 21,397.98 acres is tribal land and 25,201.36 acres is allotted land; thus approximately 47% of the reservation is tribal land. It is significant that 41% of the allotted land is leased and only 8% of the tribal land is leased.

Plate 3 shows the location of leased land. The majority of the leased allotted land is located south of the Arizona Canal and north of McDowell Road. Most of the allotted land not leased is located north of the Arizona Canal.

The appendix contains extracts from the United States Code as pertains to the leasing of land together with the form of business lease used and conditions therefor.

Existing Land Use

Plate 4 shows existing land use of the reservation. A field survey was made to determine the use of every tract of land. Plate 4 shows the general location of single family

Recreational & acreage Residential

- Golf
- Riding
- Resorts & Dude ranches
- Residential
(one acre minimum)

Large Reservation

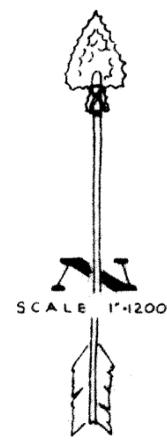
- Scenic view points
- Equestrian trails
- Picnicking
- Fishing
- Water sports
- Indian Village
(commercial with tourist facilities)
- Amphitheater
- movie locations
- Rodeos
- Western village

Lake

Proposed Mc Dowell Dam

← Evergreen Drainage Channel

Granite Reef Dam



PLAN PREPARED BY
MARICOPA COUNTY
PLANNING DEPARTMENT
APRIL, 1960

SALT RIVER INDIAN RESERVATION
MARICOPA COUNTY, ARIZONA

Diagrammatic Land Use Plan

DRAWN BY W.D. DATE JUNE, 1960

Arizona Canal

Canal

Bee Line Highway

Salt

River

Low Density Residential

1

2

Sand & Gravel Attraction

Airport

Industry

Road (east Salt Expressway)

Roma

Mc Dowell Road (Southern Salt East Freeway)

residences, areas used for commerce, industry, public and semi-public, and agriculture.

As shown on Table 1 the total leased land amounts to 12,081 acres which is principally used for the following purposes: agriculture, gravel operation, golf course, service station, and driving range. Most of the leased land is for agricultural uses. The longest agricultural lease now in existence is for 8 years. There are only 18 agricultural lease holders.

The period of leases is as follows: sand and gravel - 9 years with a renewal clause, golf course - 25 years, service station - 23 years, and driving range - 25 years.

Single family residences shown on Plate 4 amount to a total of 331 dwelling units which would amount to 3.9 persons per dwelling unit based upon a total Indian population of 1300 persons.

Future Land Use Pattern

Plate 5, Diagrammatic Land Use Plan, is a schematic drawing to illustrate the types of land uses that appear appropriate for various portions of the reservation. In preparing this diagrammatic land use plan, the following factors have been considered: topography, existing uses, and suitability of land for various purposes. This is discussed as follows:

Residential

The area generally located east of Pima Road between the Arizona Canal on the north and McDowell Road on the south is potential residential land. Land immediately

west of Pima Road is becoming increasingly urbanized primarily through the subdividing of large tracts of land.

If reservation land would be made available for large-scale residential development on terms satisfactory to developers and lending agencies, it is quite probable that a considerable area here might be developed for low-density residential purposes here. Problems involved and the approach needed to their solution should be thoroughly explored. This would appear to entail discussion with lending agencies, Veterans Administration, FHA, and possibly other agencies to determine conditions upon which financing might be provided for large-scale residential development.

As shown on this map, Area 1 contains approximately 3083 acres and Area 2 contains approximately 4572 acres. At a ratio of 14 acres per 100 persons, which compares with the ratio used to project the future land use requirements for various urban areas throughout the county, 3083 acres could theoretically accommodate approximately 22,000 persons. Area 2 shown on this diagrammatic land use plan could accommodate approximately 32,600 persons. Areas 1 and 2 could accommodate a total of approximately 54,600 persons. This is a conservative estimate.

Some ideas of the magnitude of various public facilities needed to serve a population of 56,000 persons can be gained from the following: to support this population there would need to be approximately 13 elementary schools, 1 high school, 1 community shopping center of 20 to 30 acres in size, and 2 shopping areas ranging in size from 5 to 6 acres. Thus it is important that this area be developed in accordance with a master plan and that land be gradually made available as conditions warrant rather than to permit the scattering of subdivisions throughout this entire area, which would be difficult and uneconomical to

provide with services such as water and sewers.

Recreational And Acreage Residential

The area generally located north of Arizona Canal and west of Evergreen Drainage Channel is proposed for recreational and large acre residential development. Within this area is presently located the Indian Bend Golf Course. Other facilities that might be located in this general area include riding, resorts, dude ranches, and possibly other recreational facilities.

Large Reservation

As shown on the diagrammatic land use map, large reservation facilities might include such developments as scenic viewpoints, riding trails, picnicking, fishing, water sports, Indian village, amphitheater, movie locations, rodeos, and western village. These uses appear appropriate and suitable taking into consideration the mountainous terrain and the probable demand for locating such facilities in this area.

The proposed McDowell Dam at the confluence of the Verde River and Salt River would impound a large area of water that would open up new opportunities for recreational development in the eastern portion of the reservation. Detailed information concerning this proposal is contained in the interim report on the survey for flood control, Gila and Salt Rivers, December 4, 1957, by the U. S. Corps of Engineers, Los Angeles District. In recent weeks a meeting was held under the auspices of the Maricopa County Flood Control District with representatives of the various agencies present, including the Salt River Indian Reservation. As a result of this meeting, action is being taken to further studies in connection with the feasibility of the proposed McDowell Dam.

Industrial Uses

It is recommended that industrial uses be confined to those that would not emit smoke, odor, dust or noise. In other words, heavy industry should not be permitted. Sand and gravel extraction is a logical use to permit but care should be exercised that such operations do not interfere with the proposed channelization of the Salt River. Research laboratories and similar uses in attractively landscaped locations would be desirable uses. An economic analysis would be useful in determining the kind of industries that should be attracted and their requirements for land and utilities.

Commercial Development

In general, commercial development should be confined to those uses needed to serve future residential development when warranted. Future commercial developments should be carefully planned and located in relation to the area to be served.

Since potential urban areas in the reservation are presently rural in character, it is not feasible to plan specific locations at this time.

However, as a matter of principle, commerce should not be permitted to scatter along major highways as such would be detrimental to the most appropriate and economical utilization of land.

Land Use Along Major Highways And Scenic Routes

For purposes of the diagrammatic land use plan, Pima Road and McDowell Road are shown in dotted lines. In the major street plan proposed by Wilbur Smith and Associates, these routes would be developed as freeways and expressways. However, the aforementioned

proposals are subject to local study and consideration before adoption for action.

At present there is a driving range adjacent to McDowell Road close to the intersection of the Beeline Highway and reportedly there have been requests for other commercial uses along McDowell Road. It is expected that there will be further demand for various commercial and industrial uses along McDowell Road. However, land along this road should not be made available for commercial or industrial use until such time as there is demonstrable need for such uses to serve adjoining areas. Care should be exercised to prevent strip commercial and industrial development along McDowell Road, Pima Road, and other major traffic routes.

The Beeline Highway is a scenic route traversed by thousands of tourists every year. Its present character should be retained and land should not be permitted to be used for commercial purposes along this route.

Additional Studies Needed

Additional studies are needed as conditions warrant: These should include an analysis of methods and the approach to make land available for development, preparation of general plans to guide future development, plans for utilities and other services, major streets and highways, schools and parks.

For example, if the area proposed for low density residential development should subsequently be made available for this purpose, a general plan should be prepared with provision for major traffic arteries, schools, parks, and other recreational facilities. Within the framework of this general plan there should be developed neighborhood unit plans

for each area that would be tributary to an elementary school.

The detailed neighborhood unit plans could be prepared under the auspices of the Tribal Council, or by the developers concerned. In any event such plans should be subject to review and approval by the Tribal Council to insure conformity with the general plan and restrictions should be imposed to insure that the neighborhood unit plans would be adhered to by the developers.

Certain tools such as zoning regulations, subdivision regulations, and a building code would be helpful to implement the land use plan, guide subdividing, and insure adequate construction standards for the reservation.

Summary

In summary, this report has discussed present conditions and a diagrammatic future land use pattern. As indicated herein additional studies are needed. Detailed plans should be prepared as conditions warrant and these plans should be approved by the Tribal Council and development guided accordingly. Careful control can be exercised through leasing arrangements and restrictions therein.

Tools to implement this program could include zoning regulations, subdivision regulations, and a building code that would be adopted and enforced by the Tribal Council.

UNITED STATES CODE ANNOTATED - TITLE 25

415. Leases of restricted lands for public, religious, educational, recreational, residential, business, and other purposes.

Any restricted Indian lands, whether tribally or individually owned, may be leased by the Indian owners, with the approval of the Secretary of the Interior, for public, religious, educational, recreational, residential, or business purposes, including the development or utilization of natural resources in connection with operations under such leases, for grazing purposes, and for those farming purposes which require the making of a substantial investment in the improvement of the land for the production of specialized crops as determined by said Secretary. All leases so granted shall be for a term of not to exceed twenty-five years, excepting leases for grazing purposes, which shall be for a term of not to exceed ten years. Leases for public, religious, educational, recreational, residential, or business purposes with the consent of both parties may include provisions authorizing their renewal for one additional term of not to exceed twenty-five years, and all leases and renewals shall be made under such terms and regulations as may be prescribed by the Secretary of the Interior.

CFR - TITLE 25 - INDIANS

131.6 Duration of leases and permits of restricted lands.

Indian lands, whether tribally or individually owned, may be leased for public, religious, educational, recreational, residential, or business purposes for a period of not to exceed twenty-five years. With the consent of both parties, such leases may include provisions authorizing their renewal for one additional term of not to exceed twenty-five years.

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

BUSINESS LEASE

Lease No. _____

_____ Indian Agency

Contract No. _____

THIS CONTRACT, in quituplicate, made and entered into this _____ day of _____, A.D. 19 _____, by and between _____, allotted No. _____, of the _____ tribe of Indians, hereinafter called the "lessor," and _____ of _____, hereinafter called the "lessee," under and in

accordance with the provisions of existing law and the regulations prescribed by the Secretary of the Interior in the Code of Federal Regulations, Title 25 - Indians, Part 131, and any amendments thereto relative to lessee on restricted Indian lands which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter set out, the lessor does hereby let and lease unto the lessee the land and premises described as follows, to wit:

containing _____ acres, more or less, for the term of _____ years, beginning on the _____ day of _____, 19 _____, to be used only for the following purposes: _____

The lessee, in consideration of the foregoing, covenants and agrees to pay to _____ for the use of the lessor, the sum of \$ _____ per annum as rental for the land and premises herein leased, said sum to be paid in _____ payments, on _____

This lease is subject to the following provisions:

1. IMPROVEMENTS.-- Unless otherwise provided herein it is understood and agreed that any buildings or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.

2. UNLAWFUL CONDUCT.-- The lessee further agrees that he will not use or permit to be used any part of said premises for any unlawful conduct or purposes whatsoever; that he will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking or storage of intoxicating liquors or beverages in violation of this clause by the lessee or with his knowledge, shall render this lease voidable at the option of the superintendent (25 CFR 131.17 (c)).

3. SUBLEASING -- ILLEGAL ASSIGNMENTS -- TRANSFERS. -- It is understood and agreed that no sublease, assignment, or transfer of this lease or of any interest therein can lawfully be made except with the consent of the lessor, in writing, and the approval of the representative of the United States Government by whom this lease is approved, or his successor in office, and that any assignment, sublease, or transfer made or attempted without such consent and approval shall be void and shall render this contract subject to cancellation by such officer.

4. DELIVERY OF PREMISES. -- It is understood and agreed that at the termination of this lease, by normal expiration or otherwise, the lessee shall peaceably and without legal process deliver up the possession of the premises herein described, inclusive of the improvements which are to remain the property of the lessor, in good condition, usual wear and acts of God excepted.

5. INTEREST. -- It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest at the rate of 6 per cent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

6. INSURANCE. -- The lessee hereunder shall furnish upon demand an insurance policy with a company acceptable to the lessor and of a risk value to be determined by the Secretary of the Interior or his authorized representative.

7. BONDING REQUIREMENT. -- The lessee hereunder shall furnish a bond, or surety, acceptable to the Secretary of the Interior or his authorized representative guaranteeing full and faithful performance of all obligations assumed by it in this contract.

8. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.
-- (a) Should the Secretary of the Interior, or his authorized representative, at any time during the life of this instrument, relinquish supervision because of termination statute, the removal of the trust or restricted status from all or part of the acreage covered hereby, or for other causes, such relinquishment shall not bind the lessee until said lessee shall have been given notice thereof. The notice shall state the extent of relinquishment of supervision and contain the name and address of the lessor, or his successors in interest, as of the date of such notice, and any future payments due under this contract shall be payable thereto. The responsibility for giving the notice of such change of status shall be on the lessor or his successors in interest; however, notice from the Secretary of the Interior or his authorized representative shall be binding.

(b) Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land during the term of this lease; however, such termination shall not serve to abrogate this lease. In the event of such termination, all powers, duties, or other functions of the Secretary of the Interior or his authorized representative shall terminate, and the responsibility for enforcing compliance with the covenants of this lease shall be assumed by the lessor, his heirs, devisees, executors, administrators, or assigns (25 CFR 131.17 (a)).

(c) In the event of termination of Federal supervision, the lessor and lessee, or their successors in interest, shall have a period of 30 days from the anniversary date provided for in the lease for adjustment of the rental within which to agree upon the rental adjustment or to agree upon a commercial appraiser to determine the fair annual rental value. If no agreement can be reached at the end of 30 days, the lessor and lessee, or their successors, shall each appoint an appraiser and the two appraisers shall select a third appraiser. The three appraisers so selected shall constitute the appraisal board to reevaluate the fair annual rental (25 CFR 131.17 (b)).

9. INTEREST OF MEMBER OF CONGRESS. -- No Member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

10. CANCELLATION. -- During the time the land covered by this lease is under the supervision of the Department of the Interior, it is understood and agreed that if the lessee hereto shall fail to comply with, or shall violate any of the provisions of this contract, the Secretary of the Interior or his authorized representative may declare the lease forfeited after giving notice in accordance with Title 25, Code of Federal Regulations, Part 131, and may thereupon take such action to repossess the premises and such other action as may be necessary to protect the interest of the lessor as provided for by the regulations (25 CFR 131), but such forfeiture shall not release the lessee from paying all rents and other obligations contracted for or from damages for such failure or violation. 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. In the event Federal supervision terminates during the term of this lease, the lessor may exercise all remedies available under the laws of the State in which the land is situated.

11. UPON WHOM BINDING. -- It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease.

12. MUST BE APPROVED. -- It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary of the Interior or his authorized representative.

13. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on
this _____ day of _____, 19____.

Witnesses (two to each signature):

P.O. _____

Lessee

P.O. _____

Lessee

P.O. _____

Lessor

APPROVED: _____ 19 _____