

**TELECOMMUNICATION TOWER SITE LEASE  
BETWEEN  
THE NAVAJO NATION  
AND**

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(Lessee)  
AND

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Sublessee

THIS TELECOMMUNICATIONS TOWER SITE SUBLEASE (hereinafter "Sublease") is entered into by and between the Navajo Nation, ("Lessor" or "Nation"), \_\_\_\_\_ ("Lessee"), and \_\_\_\_\_ ("Sublessee"), pursuant to 45 U.S.C. § 415, as implemented by 25 C.F.R. Part 162 - Leasing and Permitting on Indian Trust Lands, and any amendments thereto relative to subleases on restricted lands which by this reference are made a part hereof.

1. Lessor and Lessee are parties to a Telecommunications Tower Site Lease ("Site Lease"), whereby for a specified term ("Term"), Lessor has agreed to lease to Lessee certain Leased Premises for the purpose of constructing, operating and maintaining a telecommunications tower and related telecommunications facilities. The Site Lease is incorporated herein and attached hereto. Any act, or failure to act, by Sublessee, that results in a breach of the Site Lease, shall be a breach of this Sublease, except for Section 6(A), (C) of Lease. Capitalized terms in this Sublease shall have the meaning ascribed to them in the Site Lease. Lessee and Sublessee shall be jointly and severally liable for any breach of this Sublease by Sublessee that constitutes a breach under the Site Lease. By entering into this Sublease, Lessee and Sublessee each agree to take all steps necessary to insure that the use of the Leased Premises by Sublessee will comply with all applicable requirements of federal and Nation law. By entering into this Sublease, Sublessee hereby acknowledges its obligation to comply with the terms and conditions of the Site Lease and all applicable requirements of federal and Nation law.

2. The purpose of this Sublease is to permit Lessee to grant Sublessee access to and certain possessory interests in the Leased Premises to Sublessee, on the terms and subject to the conditions set forth in this Sublease.

3. Term: Unless sooner terminated in accordance with the provisions of this Sublease, or otherwise in accordance with applicable federal and Nation laws, the term of this Sublease shall be the Term of the Site Lease, commencing on the date the Sublease is approved by the Lessor (the "Effective Date"). Nothing in this Sublease shall be deemed to extend the Term of the Site Lease. Lessor shall provide written notice to Lessee and Sublessee of the Effective Date. In the event of a termination of the agreement between Lessee and Sublessee with respect to the Leased Premises, this Sublease shall automatically terminate as of such date and Lessor shall retain any annual payments paid by Sublessee prior to the termination date.

Standard Telecommunication Tower Site Sublease 08/31/15

Issued by Navajo Nation Land Department Pursuant to Resources Committee Resolution RCAP-25-07

4. Rent and Fees to Lessee: Sublessee shall pay such rent and other ancillary fees to Lessee as Lessee and Sublessee shall in good faith negotiate. Rent shall be fair market rental value as reasonably determined by Lessee and Sublessee. Ancillary fees may include the cost of conducting structural, windloading, environmental, radio frequency radiation, electromagnetic interference, air hazard or other studies that Lessee deems necessary to insure that the Sublease will comply with all applicable federal and Nation laws, protect communications facilities from interference, and protect members of the general public and workers at the Leased Premises from personal injury.

5. Termination: The Sublease shall terminate automatically upon Sublessee's failure to make timely payment of any fees owed to Lessor, unless such payment is made within ten (10) days of Sublessee's receipt of notice from Lessor of such failure. In addition, Lessor may terminate this Sublease for Sublessee's failure to comply with the terms and conditions of this Sublease, or of federal or Nation law, within thirty (30) days after the Lessor delivers written notice to Sublessee of such non-compliance, unless within such thirty (30) day period cures such non-compliance.

6. Obligations of Sublessee: For as long as the Leased Premises are held in trust or in restricted status by the United States, all of the obligations of Sublessee or its sureties under this Sublease are obligations to the United States as well as to the Lessor.

**IN WITNESS WHEREOF**, the parties hereto have executed the Sublease as of the dates set forth below.

**LESSOR**

**SUBLESSEE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE**

BY: \_\_\_\_\_

Date: \_\_\_\_\_