

TO APPROVE BUSINESS LEASE NO. G09-1856 ON CHOCTAW TRIBAL FEE LAND WITH MCCURTAIN COUNTY SOLID WASTE MANAGEMENT AUTHORITY

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION
THOMAS WILLISTON INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE Business Lease No. G09-1856 with McCurtain County Solid Waste Management Authority.

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma, the Chief shall perform all duties pertaining to the Office of the Chief Executive. He shall sign official papers on behalf of the Nation, and

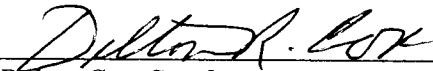
WHEREAS, McCurtain County Solid Waste Management has proposed to renew their Business Lease on Choctaw Tribal Fee land located in part of the NE¼ NE¼ of Section 15, Township 6 South, Range 24 East, McCurtain County, Oklahoma, containing 1 acre, more or less (please see attached for complete legal description, and


WHEREAS, the Business Lease will be for a Ten (10) year term beginning on February 1, 2015, and will expire on January 31, 2025. McCurtain County Solid Waste Management will continue to use this site for a solid waste greenbox. There will be no payment required.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Act be cited as approval of the proposed Business Lease No. G09-1856 on Choctaw Tribal Fee land with McCurtain County Solid Waste Management Authority on 1 acre of land in McCurtain County, Oklahoma.

CERTIFICATION

I, the undersigned, as Speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that twelve (12) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on October 11, 2014. I further certify that the foregoing Council Bill CB- 02 -15 was adopted at such meeting by the affirmative vote of twelve (12) members, zero (0) negative votes, and zero (0) abstaining.


Delton Cox, Speaker
Choctaw Nation Tribal Council


Thomas Williston, Secretary
Choctaw Nation Tribal Council


Gary Battou, Chief
Choctaw Nation of Oklahoma

Date: 10-14-14

Annual Rental: \$00.00

Beginning Date: February 1, 2015
Expiration Date: January 31, 2025

BUSINESS LEASE

LEASE NUMBER: G09-1856

LESSOR: Choctaw Nation

LESSEE: McCurtain County Solid Waste Management Authority

THIS CONTRACT, made and entered into this 22nd day of September, 2014, by and between the Indian or Indians named below hereinafter called the "Lessor," and McCurtain County Solid Waste Management Authority, P.O. Box 653, Idabel, Oklahoma 74745, hereinafter called the "Lessee" in accordance with the provisions of existing law and the regulations.

WITNESSETH that, for and in consideration of the rents, covenants, and agreements hereinafter provided, the Lessor hereby lets and leases unto the Lessee the land and premises described as follows, to wit:

A part of the NE¼ NE¼ of Section 15, Township 6 South, Range 24 East, further described as follows:
Beginning S00°00'00"W, 835.00 feet of the Northeast corner of the NE¼ NE¼ of said Section 15; thence S00°00'00"W, along the East line of the NE¼ NE¼, 208.71 feet; thence S90°00'00"W, 208.71 feet; thence N00°00'00"E, 208.71 feet; thence N90°00'00"E, 208.71 feet, to the Point of Beginning, containing 1.00 acre, more or less, subject to all recorded easements, restrictions, or reservations.

Containing 1.00 acre, more or less, for the term of Ten (10) years, beginning on the First day of February, 2015, and ending on the 31st day of January, 2025, to be used for the following purposes:

Solid Waste Greenbox site

The Lessee, in consideration of the foregoing covenants, agrees to pay the rental for the land and premises, to be distributed as follows:

TO:	INTEREST	AMOUNT	DUE DATE
Choctaw Nation of Oklahoma	4/4	\$00.00	

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all rentals remaining due and payable shall be paid to the Choctaw Nation of Oklahoma, having jurisdiction over the leased premises.

This lease is subject to the following provisions:

1. "US/WE/OUR" - as used herein, means the Choctaw Nation of Oklahoma.