

TO APPROVE BUSINESS LEASE NO. G03-3245 WITH MERIDIAN AGGREGATES COMPANY LP, IN JOHNSTON COUNTY, OKLAHOMA

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

A COUNCIL BILL

TO APPROVE Business Lease No. G03-3245 with Meridian Aggregates Company LP on land USA in Trust for the Choctaw & Chickasaw Nations in Johnston County, Oklahoma.

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, Meridian Aggregates Company LP, has proposed a business lease for parking equipment related to gravel operations on land USA in Trust for the Choctaw & Chickasaw Nations covering a 10 acre tract at the Mill Creek Quarry on the SE¼ SW¼ NW¼ of Section 29, Township 2 South, Range 5 East, Johnston County, Oklahoma; and

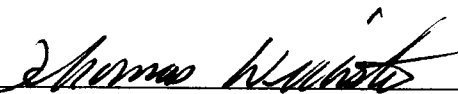
WHEREAS, the lease will be for a twenty year term beginning January 1, 2015, and Expire December 31, 2035. Annual rental will be paid in the amount of \$2,000.00, subject to rental adjustments at five year intervals. Said adjustments will be made according to the consumer price index. The Choctaw Nation owns an undivided ¾ interest and our share will be \$1,500.00 per year.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Act be cited as approval of Business Lease No. G03-3245 with Meridian Aggregates Company LP on land USA in Trust for the Choctaw and Chickasaw Nations located in Johnston 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 eleven (11) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on March 14, 2015. I further certify that the foregoing Council Bill CB- 61 -15 was adopted at such meeting by the affirmative vote of eleven ( 11 ) members, zero ( 0 ) negative votes, and zero ( 0 ) abstaining.

  
Delton Cox, Speaker  
Choctaw Nation Tribal Council

  
Thomas Williston, Secretary  
Choctaw Nation Tribal Council

Date: 3-19-15

  
Gary Batto, Chief  
Choctaw Nation of Oklahoma

Expiration Date: December 31, 2035

Annual Rental \$2,000.00

Total Bond \$4,000.00

Approval Fee \$ 60.00

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
CHICKASAW AGENCY

LEASE NUMBER: G03-3245

ALLOTTEE: USA IN TRUST,  
CHICKASAW/CHOCTAW  
NATIONS

BUSINESS LEASE

THIS CONTRACT, made and entered into this 10<sup>th</sup> day of July, 2014, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of Indians), hereinafter called the "Lessor", and Meridian Aggregates Company LP, 1503 LBJ Freeway, Suite 400, Dallas, Texas 75234, hereinafter called "Lessee", in accordance with the provisions of existing law and the regulations (25 CFR 162) which, by reference, are made a part hereof. 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:

Property USA in Trust for the Chickasaw/Choctaw Nations covering a 10 acre tract at the Mill Creek Quarry on the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 29, Township 2 South, Range 5 East, Johnston County, Oklahoma.

for a twenty(20) year term, beginning on January 1, 2015, to be used for the following purposes: For parking equipment related to gravel operations.

The Lessee, in consideration of the foregoing, covenants and agrees to pay the following annual rental for the land and premises (annual rental, due dates and any expenses to be borne by Lessor are to be specified in full) subject to rental adjustment at five year intervals, pursuant to 25 CFR 162.607. Said adjustments will be made according to the Consumer Price Index.

The annual rental payment should be made in the form of a personal or business check, cashier's check, money order or certified check and made payable to the Bureau of Indian Affairs, and forwarded to the Chickasaw Agency - BIA, DEPT C110, P.O. Box 474888, Des Moines, Iowa 50947-4888, for the deposit into the account of:

<u>Lessor</u>	<u>Address</u>	<u>Interest</u>	<u>Payable</u>	<u>Amount</u>
USA in Trust for Chickasaw Nation		1/4	01/01/2015	\$500.00
			01/01/2016	\$500.00
			01/01/2017	\$500.00
			01/01/2018	\$500.00
			01/01/2019	\$500.00

USA in Trust for Chickasaw/Choctaw Nations  
G03-3245

USA in Trust for Choctaw Nation	3/4	01/01/2015	\$1,500.00
		01/01/2016	\$1,500.00
		01/01/2017	\$1,500.00
		01/01/2018	\$1,500.00
		01/01/2019	\$1,500.00

On 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 official of the Bureau of Indian Affairs having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in Trust or Restricted status.

While the leased premises are in Trust or Restricted status, the Secretary may, in his discretion, and upon notice to the Lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises.

This lease is subject to the following provisions:

1. **"SECRETARY"** - as used herein means the Secretary of the Interior or his authorized representative acting under delegated powers. The delegated representative, Agency Superintendent or Agency Field Representative, is hereinafter referred to as Superintendent.
2. **INTEREST** - It is understood and agreed between the parties hereto that in the event that any annual or semi installment of rental is not paid within ten (10) business days of the receipt of notice after becoming due, interest at the rate of 18 percent per annum upon such delinquent installment of rental will become due and payable from the date such rental became due until paid. Unless otherwise provided in the lease, such interest charges and late payment penalties will apply in the absence of any specific notice to the tenant from us or the Indian landowners, and the failure to pay such amount will be treated as a lease violation.
3. **SPECIAL FEES** - The following special fees will be assessed if rent is not paid in the time and manner required, in addition to any interest or late payment penalties that must be paid to the Indian landowners. The following special fees will be assessed to cover administrative costs incurred by the United States in the collection of the debt:

Tenant will pay:	For:
(1) \$50.00	Administrative fee for dishonored checks
(2) \$15.00	Administrative fee for BIA processing of each notice or demand letter.
(3) 18% of balance due.	Administrative fee charged by Treasury following referral for collection of delinquent debt.

4. CARE OF PREMISES - It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. He shall not commit or permit to be committed any waste whatsoever on said premises and shall not remove or tear down any building or other improvement thereon, but shall keep the same in good repair. He shall not destroy or permit to be destroyed any trees without the consent of the Lessor and the approval of the Secretary. He shall not permit the premises to become unsightly. The Lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for usual wear and decay.
5. SUBLEASES AND ASSIGNMENTS - Unless otherwise provided, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of all parties to this lease, including the surety or sureties.
6. RESERVATIONS - It is understood and agreed that the Lessor reserves the right to make mineral, business, signboard, industrial, sand and gravel leases and/or permits, and to grant rights-of-way and other legal grants on the premises covered by this lease, and that in the event such a lease or grant is made, the Lessee hereunder shall be entitled to damages for the actual loss sustained by him on account of said lease or grant, and to nothing more. The period for which damages may be claimed by the Lessee is limited to the lease year or growing season on cropland in which the damage occurred. It is further understood that in the event of a dispute between the Lessor hereunder and the Lessee, grantee or permittee under any mineral, business, signboard, industrial, or sand and gravel permit or lease or right-of-way and other grant, as to the amount of actual damages, the matter will be referred to the Secretary who shall be the sole and final judge as to the amount of the said damages incurred.
7. UNLAWFUL CONDUCT - The Lessee agrees that he will not use or cause to be used any part of the leased premises for any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased premises.
8. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY - Nothing contained in this lease shall operate to delay or prevent a termination of Federal Trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease. However, such termination shall not serve to abrogate the lease. The owners of the land and the Lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.
9. IMPROVEMENTS - Unless otherwise specifically 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.
10. VIOLATION OF LEASE - It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of the Secretary as stated in 25 CFR 162.

11. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS - No assent, expressed or implied to the breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of covenants.
12. UPON WHOM BINDING - It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assignees, executors, and administrators of the parties to this lease. While the leased premises are in Trust or Restricted status, all the Lessee's obligations under this lease and the obligation of its sureties, are to the United States of America, as well as to the owner or owners of the land.
13. 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 hereafter, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
14. BOND - The Lessee shall furnish such bond as may be required by the Secretary with satisfactory surety to guarantee compliance with the terms of this lease.
15. APPROVAL - It is understood and agreed that this lease shall be valid and binding only after approval by the Secretary.
16. ADDITIONS - Prior to execution of this lease, the provision(s) A-H have been added hereto and made a part hereof.
  - A. The Lessee shall be responsible for parking equipment related to gravel operations but not limited to: painting, weed and/or brush control. It is understood that all debris (poles, building material, etc.) not attached to the parking equipment related to gravel operations be removed from the premises. Furthermore, the Lessee shall keep the area around the parking equipment for gravel operations unit clean at all times.
  - B. Lessee shall carry **PUBLIC LIABILITY INSURANCE** in the amount of \$100,000.00/\$1,000,000.00 written jointly to protect the Lessee and the Lessor during the term of this lease. A copy of said Public Liability Insurance shall be furnished to the Superintendent's Office.
  - C. Within sixty (60) days upon expiration or termination of this lease, the Lessee shall have the right to remove any personal property from the premises. If the personal property is not removed during this time, the property shall be considered abandoned and will become the personal property of the Lessor. Furthermore, the area is to be cleaned and restored to their original contour, as nearly as possible.
  - D. In the event any or all of this property should sell during the term of this lease, the Lessee agrees to relinquish possession at the end of the calendar year from the date of such sale. It is further agreed in the event of the relinquishment as provided above,

the Lessor shall refund to the Lessee the unused portion of any rental which may have been advanced prior to the date of sale. Reimbursement to Lessee for improvement, the value of which was include in consideration of the lease will be made on a prorate basis provided such improvements are completed prior to the relinquishment date. If the improvements have not been accomplished, the Lessee will be charged on a prorate basis for the period of time that has elapsed to the relinquishment date.

- E. Lessee shall be solely responsible and liable for any loss, damages, or injury of any kind whatsoever to the person or property of the Lessee or sublease 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 the Lessee as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against the Lessor(s) and/or the United States Government and agrees to hold Lessor and/or the United States Government free from liability for any loss, damage, or injury arising from the use of the premises by the Lessee, together with all costs and expenses associated therewith.
- F. It is understood that the Lessee will abide by all State and Federal regulations. That the Lessor and the Chickasaw Agency shall not be held responsible for any violation of the State and Federal laws by the granting of this lease for the purpose of parking equipment related to gravel operations. That the Lessee shall be held solely responsible for any violation of said laws. The Lessee shall indemnify the Lessor and the United States for any liability they may incur on account of the Lessee's activities under this lease.
- G. The lessee indemnifies the United States and the Indian landowners against all liabilities or costs relating 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 Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.
- H. We may treat any provisions of a lease document that violates Federal law as a violation of the lease

