

AMENDMENT TO CB-94-19

TO AMEND COUNCIL BILL NO. CB-94-19 ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW NATION IN LATIMER COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE the Amendment of Council Bill No. CB-94-19, in favor of Kevin Burch, on land held by the USA in Trust for the Choctaw Nation in Latimer 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;

WHEREAS, in accordance with Article IX, Section 6 of the Constitution of the Choctaw Nation of Oklahoma, the Tribal Council (the "Council") shall make decisions pertaining to the acquisition, leasing, disposition, and management of tribal property;

WHEREAS, Council Bill CB-94-19 stated the lease with Kevin Burch was advertised for public bid when in fact it was negotiated directly with Kevin Burch. The lease was negotiated directly with Kevin Burch to avoid loss of income to the Nation when the lease term was shortened from a 3-year term to a 1-year term. See CB-94-19 labeled Exhibit A, Page 1 of Grazing Lease labeled Exhibit B, aerial map labeled Exhibit C, and general location map labeled Exhibit D; and

WHEREAS, in light of the corrected information, the Council has determined it is in the best interest of the Nation to amend Council Bill CB-94-19 and to affirm its approval of Grazing Lease No. 4200166965 (G09-1941).

THEREFORE BE IT ENACTED by the Council that this Bill be cited as approval to amend Council Bill No. CB-94-19 to show that Grazing Lease No. 4200166965 (G09-1941) was negotiated directly with Kevin Burch, and in light of the corrected information, the Council has determined it is in the best interest of the Nation to affirm its approval of Grazing Lease No. 4200166965 (G09-1941).

BE IT FURTHER ENACTED by the Council that this Bill be cited as an acknowledgement that the Chief of the Nation, or his designee, is authorized to prepare, execute, deliver and file any and all agreements, certificates, instruments and documents, in such form and with such terms and provisions as the Chief of the Nation, or his designee, may approve, and to take such other action as he, she or they may deem proper or appropriate, to carry out the intent and purposes of the foregoing enactments.

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 December 14, 2019. I further certify that the foregoing Council Bill CB- 37 -20 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.


Ronald Perry, Secretary
Choctaw Nation Tribal Council

Date: 12-19-19


Thomas Williston, Speaker
Choctaw Nation Tribal Council


Gary Batton, Chief
Choctaw Nation of Oklahoma

Grazing Lease No. 4200166965 (G09-1941) – Latimer County, OK

Purpose of Council Bill: To approve Grazing Lease No. 4200166965 to Kevin Burch, on land held by the USA in Trust for the Choctaw Nation in Latimer County, Oklahoma. The lease will be on land located in the SW ¼ SW ¼ SW ¼ of Section 13; SE ¼ SE ¼ of Section 14 and NE ¼ NE ¼ of Section 23, Township 4 North, Range 17 East, Latimer County, Oklahoma, containing 90 acres, more or less. Please see Page 1 of Grazing Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C. This advertised lease was put out for public bid on February 22, 2019.

Title of Council Bill: TO APPROVE GRAZING LEASE NO. 4200166965, IN THE FAVOR OF KEVIN BURCH ON LAND HELD USA IN TRUST FOR THE CHOCTAW NATION IN LATIMER COUNTY, OKLAHOMA

Lessee: Kevin Burch

Duration: Term of 1 year

Payment: \$1,105.00 per year

Request By Project Director: Traci Umsted, Real Property Management

TO APPROVE GRAZING LEASE NO. 4200166965, IN FAVOR OF KEVIN BURCH ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW NATION IN LATIMER COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE Grazing Lease No. 4200166965, in favor of Kevin Burch, on land held by the USA in Trust for the Choctaw Nation in Latimer 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;

WHEREAS, in accordance with Article IX, Section 6 of the Constitution of the Choctaw Nation of Oklahoma, the Tribal Council (the "Council") shall make decisions pertaining to the acquisition, leasing, disposition, and management of tribal property;

WHEREAS, Kevin Burch had the highest bid on land held by the USA in Trust for the Choctaw Nation of Oklahoma located in Sections 13, 14, and 23, Township 4 North, Range 17 East, Latimer County, Oklahoma, containing 90 acres, more or less. For complete legal description, please see attached Page 1 of Grazing Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C;

WHEREAS, the lease will be for a term of one (1) year at an annual rental rate of \$1,105.00. In addition to the rental payment, Mr. Burch has also agreed to practice weed, sprout, and brush control on 50 acres of open land valued at \$ 1, 000.00 per year. See page 8 of Exhibit A; and

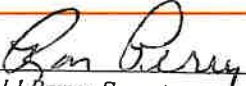
WHEREAS, the Council has determined it is in the best interest of the Nation to approve Grazing Lease No. 4200166965.

THEREFORE BE IT ENACTED by the Council that this Bill be cited as approval of the proposed Grazing Lease No. 4200166965 on land held by the USA in Trust for the Choctaw Nation in Latimer County, Oklahoma.


BE IT FURTHER ENACTED by the Council that this Bill be cited as an acknowledgement that the Chief of the Nation, or his designee, is authorized to prepare, execute, deliver and file any and all agreements, certificates, instruments and documents, in such form and with such terms and provisions as the Chief of the Nation, or his designee, may approve, and to take such other action as he, she or they may deem proper or appropriate, to carry out the intent and purposes of the foregoing enactments.

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 April 13, 2019. I further certify that the foregoing Council Bill CB- 94 -19 was adopted at such meeting by the affirmative vote of twelve (12) members, zero (0) negative votes, and zero (0) abstaining.


 Ronald Perry, Secretary
 Choctaw Nation Tribal Council

Date: 4-17-19


 Delton Cox, Speaker
 Choctaw Nation Tribal Council


 Gary Batton, Chief
 Choctaw Nation of Oklahoma

Grazing Lease No. 4200166965 (G09-1941) – Latimer County, OK

Purpose of Council Bill: To approve Grazing Lease No. 4200166965 to Kevin Burch, on land held by the USA in Trust for the Choctaw Nation in Latimer County, Oklahoma. The lease will be on land located in the SW ¼ SW ¼ SW ¼ of Section 13; SE ¼ SE ¼ of Section 14 and NE ¼ NE ¼ of Section 23, Township 4 North, Range 17 East, Latimer County, Oklahoma, containing 90 acres, more or less. Please see Page 1 of Grazing Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C. This advertised lease was put out for public bid on February 22, 2019.

Title of Council Bill: TO APPROVE GRAZING LEASE NO. 4200166965, IN THE FAVOR OF KEVIN BURCH ON LAND HELD USA IN TRUST FOR THE CHOCTAW NATION IN LATIMER COUNTY, OKLAHOMA

Lessee: Kevin Burch

Duration: Term of 1 year

Payment: \$1,105.00 per year

Request By Project Director: Traci Umsted, Real Property Management

EXHIBIT B

Performance Bond **\$2,105.00**
Administrative Fee **\$33.15**
Annual Rental **\$1,105.00**

Beginning Date: **April 1, 2019**
Expiration Date: **March 31, 2020**

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE NUMBER: **4200166965 (G09-1941)**
LESSEE: **Kevin Burch**

ALLOTTEE: **USA in Trust for the Choctaw Nation**

GRAZING LEASE

THIS CONTRACT, made and entered into on **March 8, 2019**, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians), hereinafter called the "Lessor", and **Kevin Burch, 122 Linwood Road, Hartshorne, Oklahoma 74547**, hereinafter called the "Lessee", in accordance with the provisions of existing law and 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 for **GRAZING** purposes only, the following described property:

SW ¼ SW ¼ SW ¼ of Section 13; SE ¼ SE ¼ of Section 14 and NE ¼ NE ¼ of Section 23, Township 4 North, Range 17 East, Latimer County, Oklahoma, containing 90 acres, more or less.

of which not to exceed -0- acres may be cultivated, for a term of **One (1) year**, beginning on **April 1, 2019**, and expiring on **March 31, 2020**, subject to the conditions hereafter set forth. The lessee in consideration of the foregoing covenants, agrees to pay the following annual rental for the land and premises: **\$1,105.00** (annual rental, due dates and any expenses to be borne by the lessor are to be specified in full). Pay administrative fee to: Choctaw Nation of Oklahoma, PO Box 1210, Durant, OK 74702-1210. Pay bond and rent to: Tahihina Field Office-BIA, Dept C185, PO Box 105533, Atlanta, GA 30348-5533, for deposit into the account of:

Lessor

Interest

Date Payable

Choctaw Nation of Oklahoma

Full

April 1, 2019

In the event of the death of any of the owners of 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 (BIA) 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 direct rental payment provisions of this lease in which the rental payments shall be paid to the Official of the Bureau of Indian Affairs, if: (1) an Indian landowner dies; (2) an Indian landowner requests that payments be deposited and posted into his/her trust account; (3) an Indian landowner is found to be in need of assistance in managing his/her property, including financial affairs as determined by a court of competent jurisdiction or another federal agency where the federal agency has determined that the landowner requires assistance in managing or administering his/her financial affairs; or (4) the Secretary determines, after consultation with the Indian landowners, that direct payment should be discontinued.

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 authorized representative may be a Tribe or Tribal organization administering a specific program or providing specific services (See 25 CFR 162.110).
2. **US/WE/OUR** - Means the Secretary or BIA and any Tribe acting on behalf of the Secretary or BIA.
3. **APPROVAL** - This lease, and any modification of or amendment to this lease, shall not be valid or binding upon either party hereto until approved by the Secretary.
4. **DISCOVERY CLAUSE** - If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact BIA and the Tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.
5. **PAYMENT OF RENT** - Rental payments must be made in accordance with the payment schedule contained herein, with the exception that **DIRECT PAY** rentals may be paid in advance by the mutual consent of the Lessee and Lessors, without modification of this lease contract. Unless otherwise provided, rent payments may not be made or accepted more than one year in advance of the due date. Rent payments are due at the time specified in the lease, regardless of whether the lessee receives an advance billing or other notice that a payment is due. If the lease provides for payment to be made directly to the Indian landowners, the form of payment must be acceptable to the Indian landowners. The lessee must retain specific documentation evidencing proof of payment. Upon request, the lessee agrees to submit such proof of payments to the approving officer, in the form of canceled checks, cash receipt vouchers, or copies of money orders or cashier's checks. Such proof of payment may cover any or all rents due and payable under the terms of this lease contract. Rent payments made directly to the Indian landowners must be made to the parties specified in the lease, unless the lessee receives notice of a change of ownership. Unless otherwise provided in the lease, rent payments may not be made payable directly to anyone other than the Indian landowners.
6. **LATE PAYMENT PENALTY** - It is understood and agreed between the parties hereto that in the event that any annual or semi-annual installment of rental is not paid within ten (10) business days after

becoming due, a penalty equal to 1% of the amount unpaid will be assessed every thirty (30) days the amount remains unpaid; or in the event that any installment of rental for a period other than annual or semi-annual is not paid after becoming due, a penalty equal to 1% of the amount unpaid will be assessed every month the amount remains unpaid. Unless otherwise provided in the lease, such interest charges and late payment penalties will apply in the absence of any specific notice to the lessee from us or the Indian landowners, and failure to pay such amounts will be treated as a lease violation.

7. **SPECIAL FEES** - The following special fees will be assessed to cover administrative costs incurred by the United States in the collection of debt 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.
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|-------------------------|--|
| <u>Tenant will pay:</u> | <u>For:</u> |
| (a)\$50.00 | Administrative fee for dishonored checks |
| (b)\$15.00 | Administrative fee for BIA processing of each notice or demand letter |
| (c)\$18% of balance due | Administrative fee charged by Treasury following referral for collection of delinquent debt. |
8. **RESERVATIONS** - It is understood and agreed that the landowners reserve 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 in which the damage occurred. 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.
9. **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 nuisance, illegal activity, or negligent use or waste of the leased premises.
10. **CARE OF PREMISES** - It is understood and agreed the lessee is to keep the leased premises in good repair. He shall not commit or permit to be committed any waste whatsoever on the 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, except with the consent of the landowners and the approval of the Secretary, and shall not allow the premises to become unsightly. The lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except usual wear and decay.
11. **ENTRY ON PREMISES** - The BIA or the landowners have 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. When locks are placed on gates, keys must be furnished to the BIA or Tribe with jurisdiction over the land.
12. **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 landowners upon termination or expiration of the lease. All improvements, including fences, existing on these premises, or which may be placed thereon during the term of this lease, except electric fences, shall be maintained and/or repaired to a standard acceptable to the Secretary or to existing tribal fencing ordinances for livestock control. New fences will be constructed when necessary to contain or

exclude livestock. Any reconstruction of new fence, unless otherwise specified in the contract, will be built to the following minimum specifications: Six strands of 12.5 gauge standard barbed wire with T-posts spaced 16 feet apart will be securely attached to steel, cedar or treated wood posts. The cedar or wood posts are to have a minimum of a three-inch top diameter and six-foot length. All posts are to be firmly set in the ground and shall remain on the premises. (Any stipulated rights of the lessee to remove specified fences, including gates or other improvements, expires at the termination or expiration of this lease.)

13. **PROPERTY INSURANCE** - When necessary to protect the interests of the Indian landowners, an agricultural lease must require that a tenant provide insurance in the amount sufficient to protect all insurable permanent improvements on these premises. Such insurance may include property, crop, liability and casualty insurance, depending on the Indian landowners' interests to be protected. If insurance is required, it must identify both the Indian landowners and the United States as additional insured parties.
14. **INDEMNITY** - Lessee agrees to indemnify and hold the United States and the Indian landowners harmless from loss, liability, or damages resulting from the lessee's use or occupation of the leased premises, unless: (1) the lessee would be prohibited by law from making such an agreement; or (2) the interests of the Indian landowners are adequately protected by insurance. Unless the lessee would be prohibited by law from making such an agreement, the lessee is required to indemnify 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 materials from the leased premises that occurs during the lease term, regardless of fault.
15. **INTEREST OF MEMBER OF CONGRESS** - No member 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 here from; but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
16. **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 a termination shall not serve to abrogate the lease. The landowners and the lessee and his surety or sureties shall be notified of any such change in the status of the land.
17. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS** - No assent, expressed or limited, to the breach of any of the lessee's covenants shall be deemed to be a waiver of any succeeding breach of covenants.
18. **COMPLIANCE WITH LAWS** - The lessee must comply with all applicable laws, rules, ordinances, regulations, and other legal requirements, including tribal laws and leasing policies.
19. **UNAUTHORIZED USE** - Any use of the leased premises for an unauthorized purpose or a failure of the lessee to maintain continuous operations throughout the lease term, will be treated as a lease violation.
20. **AMENDMENTS, SUBLEASES AND ASSIGNMENTS** - Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of the parties to the lease in the same manner the original lease was approved.