

TO APPROVE A REVOCABLE PERMIT IN FAVOR OF CALERA PUBLIC SCHOOLS ON CHOCTAW TRIBAL FEE LAND IN BRYAN COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION
RONALD PERRY INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE a Revocable Permit in favor of Calera Public Schools on Choctaw Tribal Fee land in Bryan County, Oklahoma.

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma (the "Nation"), 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, Calera Public Schools (the "Public Schools") wishes to install a school sign at the entrance of the new high school on the Northwest corner of Cale Switch Rd. and Rose Hill Cemetery Rd. in Section 14, Township 7 South, Range 8 East, Bryan County, OK. See Exhibits B & D.

WHEREAS, the proposed sign will be on Choctaw Tribal Fee land;

WHEREAS, the Public Schools are requesting a 12 ft. x 70 ft. area, containing approximately 840 square feet. Please see permit labeled Exhibit A; location map labeled Exhibit B, and image of proposed sign labeled Exhibit C;

WHEREAS, the permit will be for a term of fifteen (15) years or until revoked by the Nation; and

WHEREAS, the Council has determined it is in the best interest of the Nation to grant this permit in favor of Calera Public Schools.

THEREFORE BE IT ENACTED by the Council that this Bill be cited as approval of the proposed Revocable Permit on Choctaw Tribal Fee land in Bryan 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 January 12, 2019. I further certify that the foregoing Council Bill CB- 66 -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

Delton Cox, Speaker
Choctaw Nation Tribal Council

Date: 1-15-19

Gary Patton, Chief
Choctaw Nation of Oklahoma

Revocable Permit with Calera Public Schools – Bryan County, OK

Purpose of Council Bill: To approve a Revocable Permit to Calera Public Schools, on Choctaw Tribal Fee land in Bryan County, Oklahoma. The permit will be on land located at the Northwest corner of the intersection of Cale Switch Rd. and Rose Hill Cemetery Rd. in Section 14, Township 7 South, Range 8 East, Bryan County, Oklahoma. Please see attached Permit labeled Exhibit A and location map labeled Exhibit B. Calera Public Schools is proposing to put up a school sign at this location and are requesting a 15-year permit on a 12 ft x 70 ft area, containing approximately 840 square feet. In lieu of payment, they have offered to display the Choctaw Nation seal on the sign to promote our collaboration in the project. Please see attached image labeled Exhibit C.

Title of Council Bill: TO APPROVE A REVOCABLE PERMIT, IN FAVOR OF CALERA PUBLIC SCHOOLS, ON CHOCTAW TRIBAL FEE LAND IN BRYAN COUNTY, OKLAHOMA

Lessee: Calera Public Schools

Duration: 15 years

Payment: \$0.00

Request By Project Director: Traci Umsted, Real Property Management

EXHIBIT A

CHOCTAW NATION OF OKLAHOMA
DIVISION OF LAND & TITLE
REAL PROPERTY MANAGEMENT
Durant, Oklahoma

LANDOWNER: Choctaw Nation of Oklahoma
PERMITTEE: Calera Public School

Permit No.: G09-1935
Date: December 10, 2018

REVOCABLE PERMIT

Permission is hereby granted to Calera Public Schools, P.O. Box 386, Calera, Oklahoma 74730, hereinafter called the Permittee, to enter upon and occupy the following described lands:

A tract of land lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 7 South, Range 8 East, Bryan County, OK, more particularly described as beginning 40 feet North of the Southeast Corner of the NE $\frac{1}{4}$ of said Sec. 14; thence North 12 feet; thence West 70 feet; thence South 12 feet; thence East 70 feet along the North boundary of the City of Calera Road and Utility Easement. Containing approximately 840 square feet, more or less.

This permit will take effect on the date of approval and will be for a 15 year term. Lessee agrees to pay \$0.00 per year.

In consideration of this permission, the Permittee agrees to the following purpose and the following conditions:

1. Permittee shall use the property for the purpose of an electronic school sign at the entrance of the Calera High School. It shall be maintained and/or repaired at the cost of Calera Public Schools.
2. Any use of the leased premises for an unauthorized purpose or failure of the lessee to maintain continuous operations throughout the lease term, will be treated as a lease violation.
3. A sublease, assignment or amendment of this lease may be made only with the approval of the Choctaw Nation and the written consent of both parties.
4. It is understood and agreed that any violation of this permit that is not cured within the recommended time frame will be cause for cancellation.
5. The permittee will be liable and will be required to repair or make reimbursement for any damage that may be done to the premises or property through the acts of the permittee, their employees, or equipment.

It is further understood and agreed that this instrument is not a lease and is not to be taken or construed as granting any leasehold interest or right in or to the land described herein, but is merely a temporary permit, terminable and revocable at the discretion of the Choctaw Nation at any time, but in no event to extend beyond the expiration date.

It is further agreed that the Permittee may place improvements, as hereinafter described, on the land covered in this permit and remove same within thirty days after the termination of his occupancy, provided that upon failure of the Permittee to remove the structures or improvements and provided further that he may not attach such improvements to any improvements already on the land or to permanent improvements to be hereafter constructed in such a way that the removal thereof would in any way damage the improvements which must be left on the land.

It is understood and agreed that any and all improvements placed upon the premises, not stipulated in this permit, are to remain thereon at the expiration of the permit and become the property of the Permitter.

Permittee will keep the above property in good repair and shall not commit or permit to be committed any waste whatsoever on the premises. Permittee agrees to keep the property mowed and free from growth of weeds or brush.

The Permittee shall commit no waste on the premises and he shall not permit any violation of law thereon; and at the termination of the permit shall leave the premises in a clean and sanitary condition.

The Permittee must comply with all applicable laws, rules, ordinances, regulations, and other legal requirements, including Tribal laws.

The Permittee agrees that he will not use, or permit to be used, any part of the premises for the manufacture, sale, gift, storage or drinking of intoxicating liquors or beverages, and that he will not allow gambling, immorality, or any illegal practice whatsoever on or upon said premises.

This permit shall terminate upon the breach of any of the conditions herein, or at the discretion of the Choctaw Nation.

Permittee agrees to indemnify and hold the Choctaw Nation harmless from any loss, liability, or damages resulting from the use or occupation of the leased premises during the term of the permit .

It is understood and agreed that the Permittee will practice fire control on all lands covered under this permit and will in no way interfere with Federal, State, and County officers engaged in emergency fire suppression efforts being conducted in accordance with applicable laws.

It is understood and agreed that the covenants and agreements hereinbefore shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this lease.

The Permittee and Permitter have hereunto affixed their hands and seals and the Permittee hereunto has caused to have his legal acceptance, on which his hand and seal have been affixed.

Permittee: Gerald Parks, Superintendent
Calera Public Schools

APPROVED:

Gary Batton, Chief
Choctaw Nation of Oklahoma

Date: _____



EXHIBIT B

EXHIBIT C



The Sign Machine
 103 E. CRAWFORD DENISON, TEXAS
 1-800-225-SIGN TEXAS STATE LICENSE #18308
 www.signmachine.us

Client Name:
 CALERA PUBLIC SCHOOLS
 SUPT. GERALD PARKS

Location:
 CALERA OK

Date: 11-05-18
Last Revision:
Job#:
Drawing#: 00001
Page: 1 of 2



• Client Approval

• Landlord Approval

Sales Rep:
 R. BATES
Designer:
 R. BATES
Project Manager:
 J.B

EXHIBIT D

Google Maps



Imagery ©2018 Google, Map data ©2018 Google 1000 ft

 Set a home address

 Set a work address

Updated just now



<https://www.google.com/maps/@33.9457475,-96.4245715,2874m/data=!3m1!1e3>