

**TO APPROVE BUSINESS LEASE NO. G09-1996, IN FAVOR OF BILL BLACK ON LAND HELD BY THE USA
IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN PITTSBURG COUNTY, OKLAHOMA**

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE Business Lease No. G09-1996, in favor of Bill Black, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Pittsburg 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, Bill Black has proposed a Business Lease on land held by the USA in Trust for the Choctaw and Chickasaw Nations located in Section 19, Township 6 North, Range 15 East, Pittsburg County, Oklahoma, containing 20 acres, more or less (part of the McAlester Watershed). For complete legal description, please see attached Page 1 of Business Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C;

WHEREAS, the proposed Business Lease will be for a term of three (3) years at an annual rental rate of \$200.00 (the Choctaw Nation's $\frac{3}{4}$ interest = \$150.00). In addition to the rental payment, Bill Black will continue to control access to the property and will not cut any merchantable timber; and

WHEREAS, the Council has determined it is in the best interest of the Choctaw Nation of Oklahoma to approve Business Lease No. G09-1996, in favor of Bill Black, and agrees to waive the Insurance Requirement set forth in 25 CFR Part 162.437.

THEREFORE BE IT ENACTED by the Council that this Bill be cited as approval of proposed Business Lease No. G09-1996, located in Section 19, Township 6 North, Range 15 East, Pittsburg County, OK, in favor of Bill Black, on land held by the USA in Trust for the Choctaw and Chickasaw Nations (See Exhibit A).

BE IT FURTHER ENACTED by the Council of the Choctaw Nation of Oklahoma, that this bill be cited for approval for the total lease payment of \$200.00 per year (the Choctaw Nation's $\frac{3}{4}$ interest = \$150.00) and for a 3-year term.

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.

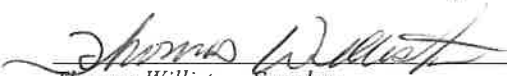
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CERTIFICATION

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 August 14, 2021. I further certify that the foregoing Council Bill CB- 82 -21 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



Thomas Williston, Speaker
Choctaw Nation Tribal Council

Date: 8.20.21



Gary Batton, Chief
Choctaw Nation of Oklahoma

**TO APPROVE BUSINESS LEASE NO. G09-1996, IN FAVOR OF BILL BLACK ON LAND HELD BY THE USA
IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN PITTSBURG COUNTY, OKLAHOMA**

Business Lease No. G09-1996 – Pittsburg County, OK

Purpose of Council Bill: To approve Business Lease No. G09-1996, in favor of Bill Black, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Pittsburg County, Oklahoma. The lease was negotiated as a direct lease on land located in the NE diagonal half of the NW ¼ NW ¼ of Section 19, Township 6 North, Range 15 East, Pittsburg County, Oklahoma, containing 20 acres, more or less (part of the McAlester Watershed). Please see attachments: Business Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C. The Appraised Value: \$200.00.

Mr. Black has been leasing the property for many years and helps control access to the property helping to prevent trespass and dumping. The Black family owns land adjacent to this tract and he has kept the property in good condition.

**Title of Council Bill: TO APPROVE BUSINESS LEASE NO. G09-1996, IN THE FAVOR OF BILL BLACK, ON
LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN PITTSBURG
COUNTY, OKLAHOMA**

Lessee: Bill Black

Duration: Term of 3 years

Payment: \$200.00 per year (Choctaw Nation's ¾ interest = \$150.00)

Request by Project Director: Traci Umsted, Real Property Management, Kelly McKaughan, SEO

Alternate Form of Security Bond: **Rental Paid in Full**
Administrative Fee: **\$10.00**
Annual Rental: **\$200.00**

Beginning Date: **January 1, 2022**
Expiration Date: **December 31, 2024**

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

BUSINESS LEASE

LEASE NUMBER: **G09-1996**
LESSEE: **Bill Black**

LANDOWNER: **USA in Trust for the
Choctaw and Chickasaw Nations**

THIS CONTRACT, made and entered into on **July 6, 2021**, 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 **Bill Black, 208 Hamilton, McAlester, Oklahoma 74501**, hereinafter called the "Lessee", in accordance with the provisions of existing law and the regulations (25 CFR Part 162) which be reference is made a part thereof.

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 located in Pittsburg County, described as follows:

**NE diagonal half of the NW ¼ NW ¼ of Section 19, Township 6 North, Range 15 East
Pittsburg County, Oklahoma.**

Containing **20 acres**, more or less, may be used for the term of **Three (3) years**. The lease is to begin on **January 1, 2022**, and expire on **December 31, 2024**, to be used for the purpose of **Controlling unauthorized access on the property** and is 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 (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: Talihina Field Office-BIA, Dept C185, PO Box 979121, ST. Louis, MO 63197-9000.

<u>To</u>	<u>Interest</u>	<u>Date Payable</u>
Choctaw Nation of Oklahoma	3/4	January 1, 2022 January 1, 2023 January 1, 2024
Chickasaw Nation	1/4	January 1, 2022 January 1, 2023 January 1, 2024

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 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.

This lease is subject to the following provisions:

1. "SECRETARY" as used herein means the Secretary of the Interior or his authorized representative.
2. "US/WE/ARE" as used herein, means the Secretary or Bureau of Indian Affairs (BIA) and any Tribe acting on behalf of the Secretary or BIA.]
3. INTEREST. It is understood and agreed between the parties hereto that in the event any installment of rental is not paid within ten {10} days after becoming due, interest at the rate of twelve percent {12%} per annum upon such delinquent installment of rental will become due and payable from the date such rental became due until paid. Interest charges will apply in the absence of any specific notice to the Tenant from us or the Indian landowners, and failure to pay such amounts will be treated as a lease violation.
4. SPECIAL FEES - The following special fees will be assessed to cover administrative costs incurred by us in collection of the debt if rent is not paid in the time and manner required, in addition to any interest that must be paid to the Indian landowners.

Lessee will pay:	For:
(a)\$50.00	Any dishonored check
(b)\$15.00	Processing of each notice or demand letter
(c)18% of balance due	Treasury processing following referral for collection of delinquent debt.
5. CARE OF PREMISES - Lessee acknowledges that Lessee's use of the Property is for the sole purposes of hunting rights set forth herein and agrees not to use, or allow the use of, the property for any other purpose not otherwise set forth in this Agreement or as otherwise authorized in writing by the Nation. 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.
6. AMENDMENTS, ASSIGNMENTS, AND SUBLEASES - Unless otherwise provided herein, amendments, assignments, subleases, or mortgages of the leasehold interests are authorized, but only with the written consent of the parties to the lease in the same manner the original lease was approved and with the approval of the Secretary.
7. RESERVATIONS - It is understood and agreed that the Lessor reserves the right to make mineral, signboard, industrial, sand and gravel leases and/or permits, and to grant rights-of-ways and other legal grants on the premises covered by this lease. 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 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 total 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.
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. **UNLAWFUL CONDUCT** – The Lessee agrees that there must not be any unlawful conduct, creation of nuisance, illegal activity, or negligent use or waste of the leased premises. The Lessee and/or Lessee's guest shall be liable to the Landowners for any damages caused to domestic livestock, fences, or other property due to the activities of Lessee or Lessee's Guests.
10. **COMPLIANCE WITH LAWS** – Lessee must comply with all applicable Federal, Tribal, State, and Local laws, ordinances, rules, regulations, and other legal requirements of the City, County, or State governments, and of any department or bureau of them, and of any other government authority having jurisdiction over the said premises affecting the Lessee's occupancy of the demised premises or the Lessee's business conducted thereon, including tribal laws regulating activities on agricultural land, environmental protection, and historic or cultural preservation, but only as far as these laws, regulations, ordinances and requirements are violated by the conduct of the Lessee's occupancy.
11. **IMPROVEMENTS** – Unless otherwise 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 and will remain on the leased premises upon the expiration or termination of the lease, providing it is in a condition satisfactory to the Indian landowners and us.
12. **VIOLATION OF LEASE.** It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 162. BIA may, at its discretion, treat as a lease violation any failure by the lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and duplication. We may treat any provision of a lease document that violates Federal law as a violation of the lease.
13. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS** – No assent, expressed or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of covenants.
14. **UPON WHOM BINDING** – It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and the administrators of the parties of this lease. The obligations of the Lessee and its sureties to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status.
15. **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.
16. **VALIDITY** – 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.
17. **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. Lessee must obtain the consent of the surety for any legal instrument that directly affects their obligations and liabilities.
18. **INDEMNITY** – Unless the Lessee would be prohibited by law from doing so, the Lessee agrees to hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the leased premises; and the Lessee also agrees 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, 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

19. 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 here from, this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
20. 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.
21. INSURANCE. Lessee must provide insurance necessary to protect the interests of the Indian landowners and in the amount the amount sufficient to protect all insurable permanent improvements on the premises. The insurance may include property, crop, liability, and casualty insurance, depending on the Indian landowners' interests to be protected. Both the Indian landowners and the United States must be identified as additional insured parties. **The Insurance Requirement has been waived. Please see Waiver of Insurance Form.**
22. RESERVED RIGHTS. The lessor reserves unto himself the right to gather all native nuts and fruits. Timber and timber products are also reserved by the lessor.
23. 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.
24. SURRENDER CLAUSE. In the event the leased lands or any part thereof are included within a defined area for public purposes by an acquiring agency having the right of eminent domain, it is agreed that the said premises included within the taking area will be surrendered and the lease canceled by the lessee upon written notice by the approving officer. Such cancellation and surrender of the premises or part thereof, because of public taking, will be accomplished at the discretion of the approving officer at the end of the then current lease year on non-cultivated land.
25. SEISMOGRAPH EXPLORATION - The lessee shall not prohibit entry by a seismograph company nor be entitled to payment except for actual damages which may be sustained resulting from such seismograph work as specified in the basic lease contract.
26. PAYMENT OF RENT - Rental payments must be made in accordance with the payment schedule contained herein. Unless otherwise provided in the lease, 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 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 tenant 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.

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:

- (a) The Lessor(s) dies;
- (b) The Lessor(s) requests rental payments to be deposited and posted into his or her trust account instead of having the funds directly paid;
- (c) The Lessor(s) is found to be in need of assistance in managing or administering his or her property, including his or her financial affairs as determined by a court of competent jurisdiction or another federal agency where the federal agency has determined that the Lessor(s) requires assistance in managing or administering his or her financial affairs; or
- (d) After the Secretary makes an evaluation and determines that the direct payments should be discontinued after consultation with the Lessor(s).

27. **IN THE EVENT OF SALE** – In the event any 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 improvements, the value of which was included in consideration of the lease, will be made on a prorated 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 prorated basis for the time that has elapsed to the relinquishment date.
28. **DUMPING** - The placing or dumping of junk, trash or carrion, rocks or other rubbish or waste is prohibited. The Lessee will be liable and will be required to repair or make reimbursement for any damage that may be done to the premises or actual cost of cleanup, whichever is greater.
29. **VEHICLE USE (Trail-Blazing Restriction)**. Lessee and Lessee's Guests agree to operate all vehicles on the Property in a safe and reasonable manner, and that no vehicle, including, but not limited to all-terrain vehicles or utility vehicles, shall be used for recreational purposes (except as what is necessary for hunting) on the Property. Use of vehicles on the Property should be limited to hauling and transport purposes only. Motorcycles are not allowed on the Property. Off-road vehicle and/or ATV's will use existing trails and roads when possible. No new trail will be established. Lessee and Lessee's Guests shall not cause damage to existing roads on the Property, except for normal wear and tear caused by reasonable use of such vehicles. Lessee agrees to repair any damages caused by Lessee and/or Lessee's Guest and to return Property to the Nation in its prior condition at Lessee's sole cost and expense, excepting normal wear and tear.
30. **TRESSPASS**. Lessee agrees to help protect the Property from trespass, poaching, and other unlawful activities. The Nation, to the maximum extent permitted by law, hereby grants and assigns to Lessee the right to report on behalf of the Landowners, trespassers, poachers, or other persons engaging in unlawful activities on the Property. Lessee agrees to report all trespassers, poachers or other persons engaging in unlawful activities to the Nation in a timely manner.
31. **APPROVAL**. It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.

SPECIFIED PRACTICES: ATTACHMENT 1

1. DESTRUCTION BY FIRE – It is understood and agreed that the Lessee will practice fire control on all lands covered under this lease 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. Prescribed burning will be conducted only with the approval of the Regional Director or his designated representative and will be conducted in compliance with all applicable laws. (PENALTY: Twice the appraised value of damage as determined by the Regional Director or his representative)
2. IN THE EVENT OF SALE. In the event any or all 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 improvements, the value of which was included 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 time that has lapsed to the relinquishment date.
3. Lessee agrees not to cut merchantable timber from this tract.
4. Choctaw Nation Forestry Department reserves the right to conduct timber sales at any time during said lease.
5. Choctaw Nation Land Management reserves the right to oversee all USDA/NRCS projects (EQIP & CSP) on property and collect the cost shares.

IN WITNESS WHEREOF, the Lessee and Lessor have hereunto affixed their hands and seals and have hereunto caused to have their legal acceptance, on which their hands and seals have been affixed.

Lessee: Bill Black

SUBSCRIBED and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission expires:



TWO WITNESSES:

**Gary Batton, Chief
Choctaw Nation of Oklahoma**

TWO WITNESSES:

**Bill Anoatubby, Governor
Chickasaw Nation**

Approved:

Pursuant to 209 DM 8; 230 DM 1; 3 IAM 4 and Eastern Oklahoma Memorandum of Delegation issued June 23, 2021.

Date: _____

Acting Superintendent, Talihina Agency Bureau of Indian Affairs

WAIVER OF INSURANCE REQUIREMENT

Recreational Lease No. G09-1996
Landowner: USA in Trust for the Choctaw & Chickasaw Nations

The undersigned landowner hereby acknowledges and expressly waives and declines the need for insurance on the following property:

NE diagonal half of the NW ¼ NW ¼ of Section 19, Township 6 North, Range 15 East Pittsburg County, Oklahoma. containing 20 acres, more or less.

The Lessee has agreed to indemnify and hold the landowners harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the leased premises. (See Item No. 18 of the lease)

Dated this _____ day of _____, 20____.

SIGNED:

**Lessor: Gary Batton, Chief
Choctaw Nation of Oklahoma**

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____.

Notary Public

My commission expires:



EXHIBIT B

