

TO APPROVE BUSINESS LEASE NO. 4200398242(G09-2050), IN FAVOR OF CHOCTAW NATION CHI HULLO LI, ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN LATIMER COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING COUNCIL BILL

A COUNCIL BILL

TO APPROVE Business Lease No. G09-2050, in favor of Choctaw Nation Chi Hullo Li, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Latimer 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, Choctaw Nation Chi Hullo Li is located in Section 3, Township 3 North, Range 21 East, Latimer County, Oklahoma, containing 4.33 acres. See Exhibit A;

WHEREAS, the proposed payment will be \$0.00 per year;

WHEREAS, the lease will be for a term of twenty-five (25) years. The original Business Lease No. G09-1151 allowed for one additional 25-year term. Choctaw Nation Chi Hullo Li is exercising this option to renew. See Exhibit B, 1st page of Business Lease No. G09-1151; and

WHEREAS, the Tribal Council has determined that it is in the best interest of the Choctaw Nation to approve Business Lease No. G09-2050 and waive the requirements for payment of rent, appraisal, compensation review, performance bond, and insurance.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the proposed Business Lease No. G09-2050 in favor of Choctaw Nation Chi Hullo Li. The property is located in Section 3, Township 3 North, Range 21 East, Latimer County, Oklahoma, containing 4.33 acres, on land held by the USA in Trust for the Choctaw and Chickasaw Nations. See page 1 of Exhibit A.

BE IT FURTHER ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this bill be cited for approval of the payment of \$0.00 per year for a term of twenty-five (25) years, beginning August 1, 2023.

BE IT FURTHER ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as an acknowledgment that the Chief of the Nation, or his designee, is authorized to prepare, execute, deliver, and file any 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 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.

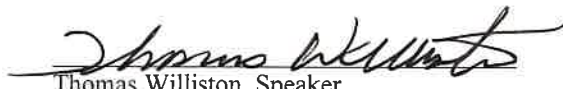
TO APPROVE BUSINESS LEASE NO. 4200398242(G09-2050), IN FAVOR OF CHOCTAW NATION CHIHULLO LI, ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN LATIMER COUNTY, OKLAHOMA

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 August 12, 2023. I further certify that the foregoing Council Bill CB- 97 -23 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



Gary Batton, Chief
Choctaw Nation of Oklahoma

Date 8-15-23

TO APPROVE BUSINESS LEASE NO. 4200398242(G09-2050), IN FAVOR OF CHOCTAW NATION CHI HULLO LI, ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN LATIMER COUNTY, OKLAHOMA

Purpose of Council Bill: To approve a Business Lease No. G09-2050 in favor of Choctaw Nation Chi Hullo Li, on land held by the USA in Trust for Choctaw and Chickasaw Nations located in the S/2 SE/4 NW/4; N/2 NE/4 SW/4 of Section 3, Township 3 North, Range 21 East, Latimer County, Oklahoma, containing 4.33 acres. Please see the attached Lease No. G09-2050, labeled Exhibit A, 1st page of the original Business Lease No. G09-1151, labeled Exhibit B, and the location map labeled Exhibit C. This lease was negotiated directly with Choctaw Nation Chi Hullo Li. The need for an appraisal and compensation review is being waived since no payment is required. Also being waived are the requirements for a performance bond and insurance. This legislation will meet the Nation's strategic goal of providing tribal member services and improving quality of life since Chi Hullo Li is a residential treatment facility that offers comprehensive treatment to Native people.

Title of Council Bill: TO APPROVE BUSINESS LEASE NO. 4200398242 (G09-2050), IN FAVOR OF CHOCTAW NATION CHI HULLO LI, ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN LATIMER COUNTY, OKLAHOMA.

LESSEE: Choctaw Nation Chi Hullo Li

DURATION: Twenty-five (25) years

PAYMENT: \$00.00 per year

Request by Project Director: Traci Umsted, Senior Director of Land & Title, Kelly McKaughan, Senior Executive Officer Integrated Services

Performance Bond: \$0.00-WAIVED
Administrative Fee: \$0.00-WAIVED
Annual Rental: \$0.00

Beginning Date: August 1, 2023
Expiration Date: July 31, 2048

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

BUSINESS LEASE

LEASE NUMBER: 4200398242(G09-2050)
LESSEE: Choctaw Nation Chi Hullo Li

LANDOWNER: USA In Trust for
the Choctaw and Chickasaw Nations

THIS CONTRACT, made and entered into on June 14, 2023, by and between the Indian or Indians names below, (The Secretary of the Interior acting for and on behalf of the Indians), hereinafter called the "Lessor", and, **Choctaw Nation Chi Hullo Li, 13597 SE 202nd Rd, Talihina, OK 74571** hereinafter called the "Lessee", in accordance with the provisions of existing law and the regulations (25 CFR 162) which by reference are 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 for the purposes of **Residential Center**, the land and premises described as follows:

A tract of land located in the S/2 SE/4 NW/4; N/2 NE/4 SW/4 of Section 3, Township 3 North, Range 21 East, Latimer County, Oklahoma, more particularly described as follows: Beginning at the Southeast corner of the SW/4; thence North 02°05'07" West a distance of 2,554.03 feet to the Point of Beginning; thence South 39°52'27" West a distance of 188.79, thence North 53°33'21" West a distance of 80.85 feet, thence South 43°56'03" West a distance of 140.86 feet, North 45°39'56" West a distance 310.15 feet, thence North 25°39'39" West a distance of 314.36 feet, thence North 67°34'58" East a distance of 239.68 feet, thence South 46°54'07" East a distance of 575.44 feet, to the Point of Beginning,

Containing **4.33** acres, mol, for a term of **twenty-five (25)** years. The lease is to begin on **August 1, 2023**, subject to the conditions hereinafter set forth.

The Lessee, in consideration of the foregoing covenants, agrees to pay the following annual rental for the land and premises: **\$0.00** (annual rent, due dates, and any expenses to be borne by the Lessor are to be specified in full). Pay the administrative fee to Choctaw Nation of Oklahoma, PO Box 1210, Durant, Oklahoma, 74702-1210. Pay bond and rent to Talihina Field Office-BIA, Dept C185, PO Box 979121, St. Louis, MO 63197-9000.

To	Interest	Amount
Choctaw Nation	¾	\$0.00
Chickasaw Nation	¼	\$0.00

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 a nuisance, illegal activity, or negligent use of waste on the leased premises.
10. **COMPLIANCE WITH LAWS.** Lessee must comply with all applicable laws, rules, orders, ordinances, 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 said demised premises or the lessee's business conducted thereon, including tribal laws regulating activities on agricultural land, environmental protection, and historic or cultural preservations, 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 a condition satisfactory to the Indian landowners and Choctaw Nation of Oklahoma BIA.
12. **VIOLATION OF THE 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 COVENANTS.** No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any 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, successors, executors, and 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 and the Choctaw Nation of Oklahoma on behalf of the Bureau of Indian Affairs, 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 tenant 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 a bond as may be required by the Secretary with satisfactory surety to guarantee compliance with the terms of this lease. Choctaw and Chickasaw Nations have both agreed to waive this requirement.
18. **INDEMNITY.** Unless the lessee would be prohibited by law from doing so, the lessee agrees to hold the United States, The Choctaw Nation of Oklahoma, The Bureau of Indian Affairs, and the Indian landowners from any loss, liability, or damages resulting from the lessee's use or occupations of the leased premises; and the lessee also agrees to indemnify the United States and the Indian landowners against liabilities or costs relating to the uses, 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.

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, but 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 Secretary, BIA, Lessor, or Tribe with jurisdiction over the land, may enter the leased premises at any reasonable time, without prior notice, in accordance with 25 CFR 162.464 to protect the interest of the Indian landowners and ensure that the tenant is in compliance with the operating requirements of the lease. When locks are placed on gates a key or combination code must be furnished to BIA or Choctaw Nation Lease Compliance Officer within 30 days of placement of the lock. If not provided, the lock may be replaced with a Choctaw Nation lock, and you will need to coordinate with the Lease Compliance Officer to obtain a key or combination code to gain access.
21. **INSURANCE.** Lessee **must** provide insurance necessary to protect the interests of the Indian landowners and in the amount sufficient to protect all insurable permanent improvements on the premises. The insurance may be 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. Choctaw and Chickasaw Nations have agreed to waive insurance requirements.
22. **DUE DILIGENCE.** If permanent improvements are to be constructed, the lessee is required to complete construction of any permanent improvements within the schedule specified in the lease or general schedule of construction and a process for changing the schedule by mutual consent of the parties. If construction does not occur or is not expected to be completed within the time specified in the lease, the lessee must provide the Indian landowners and BIA with an explanation of good cause as to the nature of any delay, the anticipated date of construction of facilities, and evidence of progress toward commencement of construction. Failure to comply with these requirements will be considered a lease violation and may lead to lease cancellation.
23. **RESERVED RIGHTS.** (1) The Lessor(s) reserves to themselves the right to gather all native nuts and fruits and other culturally significant products. (2) The Lessor(s) reserves the right to all water. (3) All timber and woodlands, and timber and woodland products, including any cut trees, are reserved by the lessor(s). (4) Cemeteries or burial plots on the premises.
24. **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 the BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition. Lessee agrees that in the course of construction on the leased premises involving ground-disturbing activities, a qualified archaeologist (specified at 43 CFR 7.8) will monitor the construction site to ensure that if archaeological or historical resources are uncovered, the construction activity shall immediately be halted, and the involved area evaluated regarding the significance of the discovered resource. Within 12 hours of the discovery, the Secretary, and the Choctaw Nation Realty Department, shall immediately be notified by the Lessee's archaeologist. Upon notification of the discovery, the Secretary, or his designee, will initiate a preliminary resource assessment. At the completion of the assessment, the BIA will initiate a consultation with State Historic Preservation Officer and the Advisory Council on Historic Preservation pursuant to the required procedures at 36 CFR 800 (Protection of Historic Properties) and specifically at 36 CFR 800.11 (Properties discovered during the implementation of an undertaking) to determine the disposition of the resource. The Lessee will comply with any mitigation measures determined appropriate as a result of the consultation completed pursuant to 36 CFR 800.11. The cost of any required archaeological evaluation, mitigation, analysis, and curative actions on said premises shall be borne by the Lessee.

25. **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.
26. **ABANDONMENT.** If a lessee abandons the leased premises, the lessee and its sureties will not be relieved of the obligations contained in the lease.
27. **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.
28. **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 tenant 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 landowner(s), 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 office of the Bureau of Indian Affairs, if:

- (a) The Lessor(s) dies.
 - (b) The Lessor(s) request 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 need 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)
29. **PAYMENT RIGHTS AND OBLIGATIONS.** Unless otherwise provided, the Indian landowners will be entitled to receive any settlement funds or other payments arising from certain actions that diminish the value of the land or the improvements thereon. Such payments may include (a) insurance proceeds; (b) trespass damages; and (c) condemnation awards.
 30. **IN THE EVENT OF A SALE.** 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 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.

31. **DUMPING** The placing or dumping of junk, trash, 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 the actual cost of cleanup, whichever is greater.
32. **DESTRUCTION BY FIRE:** It is understood and agreed that the Lessee will practice fire control on all lands covered by 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 be conducted in compliance with all applicable laws
33. **TRESPASS** Lessee agrees to help protect the property from trespass, poaching, and other unlawful activities. The Choctaw Nation of Oklahoma, to the maximum extent permitted by law, hereby grants and assigns the 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 Choctaw Nation of Oklahoma immediately.
34. **TERMINATION:** It is hereby understood and agreed that this agreement may be terminated upon any of the following conditions
 - A. Upon the mutual written consent and approval of both parties
 - B. Default of any aspect of this lease by the lessee
 - C. In the event that any Estate owner is probated, and heirs are determined during the term of the lease, the applicable percentage of said determined heirs shall have full right and authority to cancel the lease without the approval of the lessee by giving lessee notification of at least 90 days before the effective date of cancellation. If the rental is paid in full at the inception of the lease, the determined heirs will refund the Lessee the prorated rental due from the effective date of cancellation to the expiration date of the lease. If the rental amount is paid yearly, the determined heirs will refund the Lessee the prorated rental due from the effective date of cancellation to the end of the rental year paid. Refund is due to the Lessee by the effective date of the cancellation. Failure to refund prorated rental amount will render the cancellation null and void
 - D. Lease violation.
 - E. Death of Lessee
35. **APPROVAL.** It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval of the Secretary.

SPECIFIED PRACTICES: ATTACHMENT

Choctaw Nation Land Management reserves the right to oversee all USDA NRCS projects (EQIP & CSP) on the property and collect the cost shares.

IN WITNESSETH WHEREOF, the Lessee and Lessor have hereunto affixed their hands and seals and the Lessor hereunto has caused to have his legal acceptance, on which his hand and seal have been affixed



LESSEE: Choctaw Nation Chi Hullo Li
Todd Hallmark

State of OKLAHOMA

§

County of _____

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, do certify that _____, on behalf of *Choctaw Nation Chi Hullo Li* personally appeared before me and acknowledged the due execution of the foregoing instrument.

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name on behalf of the Choctaw Nation of Oklahoma and has hereunto caused to have their legal acceptance.

LESSOR: Gary Batton, Chief
Choctaw Nation of Oklahoma

State of OKLAHOMA

§

County of _____

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, do certify that Gary Batton, Chief, Choctaw Nation of Oklahoma, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name on behalf of the Chickasaw Nation and has hereunto caused to have their legal acceptance.

**LESSOR: Bill Anoatubby, Governor
of Chickasaw Nation**

State of OKLAHOMA

County of _____ §

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 20 _____, do certify that Bill Anoatubby, Governor, Chickasaw Nation, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Notary Public

My Commission expires: _____

APPROVED:

Pursuant to 25 CFR 162.441 under authority delegated to the Superintendents by 209 DM 8, 230 1, and 3 IAM 4 and Regional Delegation to 3 IAM 4 issued June 23, 2021.

Superintendent, Talihina Agency
Bureau of Indian Affairs

Date

LEASE NUMBER: G09-1151
Annual Rental \$ 1.00

Expiration Date: July 31, 2023

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

BUSINESS LEASE

THIS CONTRACT, made and entered into this 6th of July, 1998, 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 Choctaw Nation of Oklahoma, P. O. Drawer 1210, Durant, Oklahoma 74702, 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:

a tract of land located in the S/2 SE/4 NW/4; N/2 NE/4 SW/4 of Section 3, Township 3 North, Range 21 East, Latimer County, Oklahoma, more particularly described as follows: Beginning at a point 2751.00' feet North 00°30'55" East along the East line of the W/2 of Section 3, and 147.77' feet West, from the Southeast corner of the SW/4 of Section 3, thence South 39°00'20" West 210.00' feet, thence North 79°28'10" West 249.59' feet, thence North 56°21'52" West 305.19' feet, thence North 65°42'14" East 433.00' feet, thence South 45°54'16" East 330.00' feet, to the point of beginning, containing 3.13 acres, more or less,

for a term of 25 years, with an option to renew for an additional term of 25 years upon written notice from the lessee by certified mail at least 45 days prior to expiration (the rental may be the same or renegotiated). Lease to begin on the first day of August, 1998, subject to the conditions hereinafter set forth, to be used for the following purposes: Site of new dormitory.

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises, to pay:

TO:	<u>PAYABLE</u>	<u>AMOUNT</u>
Bureau of Indian Affairs	July 1 st of each year	\$1.00



0 25 0.25 Miles

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