

**TO APPROVE THE DISPOSITION OF CERTAIN REAL PROPERTY  
LOCATED IN BROKEN BOW, OKLAHOMA**

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**IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION**

**JAMES DRY INTRODUCED THE FOLLOWING COUNCIL BILL**

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**A COUNCIL BILL**

**TO APPROVE** the disposition of certain unused real property and improvements in McCurtain County, Oklahoma, known as the Outreach Services Building and former Broken Bow Clinic located at 205 E. 3<sup>rd</sup> Street, Broken Bow, Oklahoma.

**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**, the Nation seeks to make a strategic divestiture of real property to strengthen financial growth and economic sustainability;

**WHEREAS**, in accordance with Article VII, Section 1 of the Constitution of the Nation, the Chief shall perform all duties pertaining to the Office of the Chief Executive, and shall sign official papers on behalf of the Nation;

**WHEREAS**, the Nation owns certain real property and improvements in McCurtain County, Oklahoma known as the Outreach Services Building and former Broken Bow Clinic located at 205 E. 3<sup>rd</sup> Street, Broken Bow, Oklahoma (the “Property”);

**WHEREAS**, the Property, built in 1984, was vacated in or about the year 2023;

**WHEREAS**, the Space Allocation Committee has reviewed the condition of the Property and has determined that continued ownership would require significant renovation costs and ongoing risks;

**WHEREAS**, the Space Allocation Committee has recommended that the Property be disposed of as an unused asset and that the Property be conveyed for a nominal purchase price, a price ranging from Ten Dollars (\$10.00) to One Hundred Dollars (\$100.00), as determined appropriate by Tribal Council and in consultation with legal counsel, and in furtherance of the Nation’s asset-management objectives;

**WHEREAS**, the Nation has identified Gracefully Yours Foundation of Broken Bow, a non-profit (“Gracefully Yours”) designated as a 501(c)3 by the Internal Revenue Service, as a potential purchaser of the Property;

**TO APPROVE THE DISPOSITION OF CERTAIN REAL PROPERTY  
LOCATED IN BROKEN BOW, OKLAHOMA**

**WHEREAS**, Gracefully Yours, must accept the Property in its current "AS IS" condition, without representations or warranties of any kind by the Nation;

**WHEREAS**, Gracefully Yours must acknowledge receipt of the existing asbestos inspection report for the Property and assume sole and complete responsibility for all asbestos-related obligations, including but not limited to remediation, removal, compliance, and associated costs; and,

**WHEREAS**, in order to ensure continued community benefit and protection of the Nation's interests, the Nation desires to retain the right of first refusal should Gracefully Yours cease ministerial operations in McCurtain County.

**THEREFORE, BE IT ENACTED** by the Tribal Council of The Choctaw Nation of Oklahoma that this Bill be cited as authorization for the Chief, or his designee, to sell the Property to Gracefully Yours for a nominal purchase price as determined by Tribal Council and in consultation with legal counsel.

**BE IT FURTHER ENACTED**, Gracefully Yours shall be required, as a condition of sale, to: acknowledge receipt of the asbestos inspection report; assume all responsibility and liability for asbestos present on or within the Property, including but not limited to any required remediation; and release and indemnify the Nation from any and all claims, costs, damages, or liabilities arising from the condition or use of the Property.

**BE IT FURTHER ENACTED** that the conveyance documents shall include provisions expressly stating that the Nation shall have no obligation to remediate, monitor, disclose beyond existing reports, or otherwise address hazardous materials, whether known or unknown, now or in the future.

**BE IT FURTHER ENACTED** that the Nation shall retain a right of first refusal such that, in the event Gracefully Yours ceases to minister or operate within McCurtain County, Oklahoma, the Nation shall have the right, but not the obligation, to repurchase the Property, upon written notice from the purchaser and on terms and conditions to be mutually agreed upon or as otherwise specified in the conveyance documents.

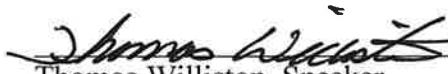
**BE IT FURTHER ENACTED** that the right of first refusal shall be a covenant running with the land, binding upon the purchaser and any successors or assigns.

**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, 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 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 THE DISPOSITION OF CERTAIN REAL PROPERTY  
LOCATED IN BROKEN BOW, 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 January 10, 2026. I further certify that the foregoing Council Bill CB- 20 -26 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.*

  
Thomas Williston, Speaker  
Choctaw Nation Tribal Council

~~James Dry~~  
James Dry, Secretary  
Choctaw Nation Tribal Council

  
Gary Batton, Chief  
Choctaw Nation of Oklahoma

Date 1-14-26

**TO APPROVE THE DISPOSITION OF CERTAIN REAL PROPERTY LOCATED  
IN BROKEN BOW, OKLAHOMA**

**Purpose/Need of Council Bill:** To approve the disposition of certain unused real property and improvements in McCurtain County, Oklahoma known as the Outreach Services Building and former Broken Bow Clinic located at 205 E. 3<sup>rd</sup> Street, Broken Bow, Oklahoma.

**Strategic Goal:** This Bill furthers the Nation's Strategic Goal of Strengthening Financial Growth and Economic Sustainability by safeguarding of assets through providing operational efficiencies.

**Title of Council Bill: TO APPROVE THE DISPOSITION OF CERTAIN REAL PROPERTY LOCATED IN BROKEN BOW, OKLAHOMA**

**Agency:** Tribal Services

**Budget:** N/A

**Match Required:** N/A

**Request By:** Kelly McKaughan, Senior Executive Officer, Integrated Services

**TO APPROVE A WATERLINE EASEMENT, IN FAVOR OF THE CITY OF BROKEN BOW, ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW NATION OF OKLAHOMA IN MCCURTAIN COUNTY, OKLAHOMA**

**IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION**

**RONALD PERRY INTRODUCED THE FOLLOWING COUNCIL BILL**

**A COUNCIL BILL**

**TO APPROVE** the installation of a waterline easement, in favor of the City of Broken Bow, on land held by the USA in Trust for the Choctaw Nation of Oklahoma in McCurtain 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**, the City of Broken Bow is proposing a waterline easement located in the SE $\frac{1}{4}$  of Section 1, Township 5 South, Range 24 East of the Indian Meridian, McCurtain County, Oklahoma. See Exhibit A for the Survey Plat and legal description;

**WHEREAS**, the payment will be \$0.00 because The Choctaw Nation is partnering with the City of Broken Bow for this waterline and has granted them ARPA funds in the amount of Two Million Dollars (\$2,000,000.00). The City of Broken Bow has agreed to leave a valve open for the Choctaw Nation's use should the need arise in the future;

**WHEREAS**, the easement shall be for a perpetual term; and

**WHEREAS**, the Tribal Council has determined it is in the best interest of the Choctaw Nation of Oklahoma to approve and grant this waterline easement in favor of the City of Broken Bow, and to waive the requirements for an appraisal, bond, insurance, and payment.

**THEREFORE BE IT ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the proposed waterline easement described as being in the SE $\frac{1}{4}$  of Section 1, Township 5 South, Range 24 East of the Indian Meridian, McCurtain County, OK, in favor of the City of Broken Bow, on land held by the USA in Trust for the Choctaw Nation of Oklahoma. See Exhibit B.

**BE IT FURTHER ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the payment of \$0.00 for a perpetual term and to waive the requirements for an appraisal, bond, insurance, and payment.

**BE IT FURTHER ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval that the water line easement be a partnership between the Choctaw Nation and the City of Broken Bow in which the Choctaw Nation has granted the City of Broken Bow ARPA funds in the amount of Two Million Dollars (\$2,000,000.00), and the City of Broken Bow has agreed to leave a valve open for the Choctaw Nation's use should the need arise in the future. See Exhibit B

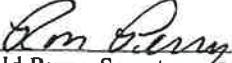
**BE IT FURTHER ENACTED** by the Tribal Council that this Bill be cited as an acknowledgment that the Chief of the Nation, or his designee, is authorized to prepare, execute, deliver, and file any and all agreements, certificates, instruments, and documents, in such form and with such terms and provisions as the Chief of the Nation, or his

TO APPROVE A WATERLINE EASEMENT, IN FAVOR OF THE CITY OF BROKEN BOW, ON LAND  
HELD BY THE USA IN TRUST FOR THE CHOCTAW NATION OF OKLAHOMA IN MCCURTAIN  
COUNTY, OKLAHOMA

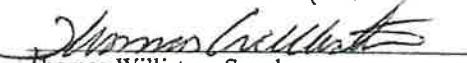
designee, may approve, and to take such other action as he, she or they may deem proper or appropriate, to carry out the intent and purposes of the foregoing enactments.

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 July 13, 2024. I further certify that the foregoing Council Bill CB-B4-24 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 7/19/24

  
Thomas Williston, Speaker  
Choctaw Nation Tribal Council

  
Gary Batton, Chief  
Choctaw Nation of Oklahoma

**TO APPROVE A WATERLINE EASEMENT, IN FAVOR OF THE CITY OF BROKEN BOW, ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW NATION OF OKLAHOMA IN MCCURTAIN COUNTY, OKLAHOMA**

**Purpose of Council Bill:** To approve the installation of a waterline easement, in favor of the City of Broken Bow, on land held by the USA in Trust for the Choctaw Nation of Oklahoma, located in Hochatown in the SE $\frac{1}{4}$  of Section 1, Township 5 South, Range 24 East of the Indian Meridian, McCurtain County, Oklahoma. This is a partnership between the Choctaw Nation and the City of Broken Bow using ARPA funds. The City of Broken Bow will leave a valve open for the Choctaw Nation's use should the need arise in the future, therefore payment for the easement is being waived with no need for an appraisal. Please see the attached Survey Plat and Legal Description labeled Exhibit A, the Right-of-Way application labeled Exhibit B, and the location map labeled Exhibit C. This bill will further the Nation's strategic goal of strengthening financial growth and economic stability.

**Title of Council Bill: TO APPROVE A WATERLINE EASEMENT, IN FAVOR OF THE CITY OF BROKEN BOW, ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW NATION OF OKLAHOMA IN MCCURTAIN COUNTY, OKLAHOMA**

**Grantee:** City of Broken Bow

**Duration:** Perpetual

**Payment:** \$0.00 per year

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

**Suggested Legislative Committee Review:** Finance Committee and Commerce Committee

# EXHIBIT A

## LEMKE LAND SURVEY

### **LEGAL DESCRIPTION**

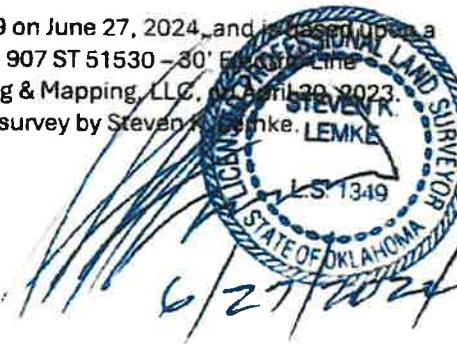
Town of Broken Bow  
Easement

A tract of land located in the Southeast Quarter (SE/4) of Section One (1), Township Five (5) South, Range Twenty-Four (24) East of the Indian Meridian, McCurtain County, State of Oklahoma, according to the United States Government Survey thereof, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said SE/4; thence North 00° 04' 16" West and along the East line of said SE/4, for a distance of 1,287.20 feet to a point on the North right-of-way of State Highway 259A; thence South 85° 12' 31" West and along said right-of-way, for a distance of 70.80 feet to the POINT OF BEGINNING; thence continuing South 85° 12' 31" West and along said right-of-way, for a distance of 30.00 feet; thence North 64° 47' 29" West, for a distance of 110.00 feet; thence South 85° 12' 31" West and parallel with said right-of-way, for a distance of 522.50 feet; thence North 89° 04' 28" West, for a distance of 150.58 feet; thence South 85° 12' 34" West, for a distance of 452.23 feet; thence South 70° 16' 13" West, for a distance of 185.41 feet to a point of curve; thence along a curve to the left, being parallel with said right-of-way, with a radius of 2979.80 feet, a chord bearing of South 74° 27' 18" West, a chord distance of 233.58 feet, for an arc distance of 233.64 feet; thence South 72° 12' 32" West and parallel with said right-of-way, for a distance of 398.50 feet; thence South 18° 16' 39" East, for a distance of 228.95 feet; thence South 71° 43' 21" West, for a distance of 50.00 feet; thence North 18° 16' 39" West, for a distance of 229.37 feet; thence South 72° 12' 32" West and parallel with said right-of-way, for a distance of 79.11 feet to a point on said right-of-way; thence North 72° 56' 44" West and along said right-of-way, for a distance of 26.25 feet; thence North 72° 12' 32" East and parallel with said right-of-way, for a distance of 549.15 feet to a point of curve; thence along a curve to the right, being parallel with said right-of-way, with a radius of 2994.80 feet, a chord bearing of North 74° 26' 49" East, for a chord distance of 233.91 feet, for an arc distance of 233.97 feet; thence North 70° 16' 13" East, for a distance of 186.54 feet; thence North 85° 12' 34" East, for a distance of 454.95 feet; thence South 89° 04' 28" East, for a distance of 150.58 feet; thence North 85° 12' 31" East and parallel with said right-of-way, for a distance of 525.77 feet; thence South 64° 47' 29" East, for a distance of 140.00 feet to the POINT OF BEGINNING.

Containing 44,630 square feet or 1.025 acres, more or less.

**Basis of Bearings:** The bearings shown hereon are based upon True North being calculated from a mean grid convergence angle of 01°50'54".

Legal Description prepared by Steven K. Lemke, OK PLS #1349 on June 27, 2024, and is based upon a Legal Description (Choctaw Nation – TAAMS Tract ID Number: 907 ST 51530 – 30' Easement Line – Easement) prepared by PLS #1744 with Native Plains Surveying & Mapping, LLC, on April 29, 2023. This Legal Description was prepared without benefit of a field survey by Steven K. Lemke. 



Broken Bow 15 ft Easement

EXHIBIT A



Choctaw Nation GIS  
Broken Bow 15 ft Easement  
Map 1 of 1  
Page 1 of 1  
This map is a digital representation of the Choctaw Nation GIS system. It is not a legal document and should not be relied upon for surveying or legal purposes. The map is provided for informational purposes only. The Choctaw Nation GIS system is a comprehensive spatial database that includes a variety of data layers, including roads, rivers, and land parcels. The map shown here is a subset of this database, specifically the 15 ft easement for the Broken Bow area. The map is not to scale and is not intended for use in legal proceedings. The Choctaw Nation GIS system is a valuable tool for managing land resources and providing information to Choctaw Nation members and the public. The Choctaw Nation GIS system is a product of the Choctaw Nation of Oklahoma, a federally recognized tribe. The Choctaw Nation is a sovereign nation with its own government and laws. The Choctaw Nation GIS system is a tool that helps the Choctaw Nation manage its lands and resources in a more efficient and effective manner. The Choctaw Nation GIS system is a valuable resource for the Choctaw Nation and its members. The Choctaw Nation GIS system is a product of the Choctaw Nation of Oklahoma, a federally recognized tribe. The Choctaw Nation is a sovereign nation with its own government and laws. The Choctaw Nation GIS system is a tool that helps the Choctaw Nation manage its lands and resources in a more efficient and effective manner. The Choctaw Nation GIS system is a valuable resource for the Choctaw Nation and its members.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

RIGHT-OF-WAY APPLICATION MUST IDENTIFY [§169.102(a)]:

1. Applicant Name and Address: City of Broken Bow, 210 North Broadway, Broken Bow, OK 74728
2. Tract(s) or parcel(s) affected by the right-of-way: 907 ST 51530
3. General location (easement description): SE 1/4 of Section 1, Township 5 South, Range 24 East in McCurtain County, Oklahoma.
4. Purpose: This is a partnership between the Choctaw Nation and the City of Broken Bow using ARPA funds. The City of Broken Bow will leave a valve open for the Choctaw Nation's use should the need arise in the future.
5. Term (Renewal, if applicable): Perpetual
6. Identify ownership of permanent improvements associated with the right-of-way and the responsibility for constructing, operating, maintaining, and managing; or removal of permanent improvements under §169.105:

REQUIRED SUPPORTING DOCUMENTS [§169.102(b)]:

1. Accurate legal description of the right-of-way, its boundaries, and parcels associated with the right-of-way;
2. A map of definite location of the right-of-way; [25 CFR 169.102(b)(2); survey plat signed by professional surveyor or engineer showing the location, size, and extent of the ROW and other related parcels, with respect to each affected parcel of individually owned land, tribal land, or BIA land and with reference to the public surveys under 25 U.S.C. § 176, 43 U.S.C. § 2 and § 1764, and showing existing facilities adjacent to the proposed project.]
3. Bond(s), insurance, and/or other security meeting the requirements of §169.103;
4. Record of notice that the right-of-way was provided to all Indian landowners;
5. Record of consent that the right-of-way meets the requirements of §169.107, or a statement documenting a request for a right-of-way without consent under §169.107(b);
6. If applicable, a valuation meeting the requirements of §§ 169.110, 112, 114;
7. With each application, if the applicant is a corporation, limited liability company, partnership, joint venture, or other legal entity, except a tribal entity, information such as organizational documents, certificates, filing records, and resolutions, demonstrating that:
  - a. The representative has authority to execute the application;
  - b. The right-of-way will be enforceable against the applicant; and
  - c. The legal entity is in good standing and authorized to conduct business in the jurisdiction where the land is located.
8. Current environmental and archaeological reports, surveys, and site assessments, as needed to facilitate compliance with applicable Federal and tribal environmental and land use requirements.

## EXHIBIT D

9. If required, a statement from the appropriate tribal authority that the proposed right-of-way is in conformance with applicable tribal law.

### THE APPLICANT FURTHER STIPULATES AND EXPRESSLY AGREES AS FOLLOWS:

To conform and to abide by all applicable requirements with respect to the right-of-way herein applied for. The applicant agrees to conform to and abide by the rules, regulations, and requirements contained in the *Code of Federal Regulations*, Title 25 Indians, Part 169, as amended, and by reference includes such rules, regulations and requirements as a part of this application to the same effect as if the same were herein set out in full.

#### Applicant Point of Contact Information:

Name: Vickie Patterson

Address: 210 North Broadway

City: Broken Bow

State: OK

Zip: 74728

Phone: 580-584-2282

Fax: \_\_\_\_\_

Email: citymgr@pine-net.com

Date: \_\_\_\_\_

Applicant  
Signature: \_\_\_\_\_

Applicant  
Printed Name: \_\_\_\_\_

EXHIBIT C

