



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

**APPROVAL OF**

**KARUK TRIBE  
RESIDENTIAL, AGRICULTURE, AND BUSINESS  
LEASING CODE**

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The attached Residential, Agriculture, and Business Leasing Code, submitted by the Karuk Tribe (listed in the Federal Register, Vol. 87, No. 19 FR 4638 (January 28, 2022) as the Karuk Tribe), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 20 pages and adopted by the Karuk Tribal Council on October 28, 2021, is hereby approved.

Dated: MAR 25 2022

A handwritten signature in blue ink, appearing to read "B. T. ...", written over a horizontal line.

Assistant Secretary – Indian Affairs  
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

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**Karuk Community Health Clinic**  
64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

# Karuk Tribe



**Karuk Dental Clinic**  
64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

**Administrative Office**  
Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

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## **KARUK TRIBE RESIDENTIAL, AGRICULTURAL, & BUSINESS LEASING CODE**



**As Approved:**

April 25, 2019 by Resolution 19-R-045  
October 28, 2021 by Resolution 21-R-147

**KARUK TRIBE  
RESIDENTIAL, AGRICULTURAL, & BUSINESS  
LEASING CODE**

**Table of Contents**

SECTION 1.0 Authority, Purpose, and Policy.....3

SECTION 2.0 Adoption, Amendment, Repeal.....3

SECTION 3.0 Definitions.....3

SECTION 4.0 General Provisions.....5

SECTION 5.0 Lease Document Requirements.....7

SECTION 6.0 Residential Leases.....9

SECTION 7.0 Agricultural Leases.....11

SECTION 8.0 Business Leases.....12

SECTION 9.0 Environmental and Cultural Reviews.....14

SECTION 10.0 Lease Management.....17

SECTION 11.0 Enforcement.....18

SECTION 12.0 Complaints and Appeals.....19

## **SECTION 1.0 Authority, Purpose and Policy**

### **Section 1.1 Authority.**

This law is promulgated pursuant to the delegated authority, in Article VI of the Constitution of the Karuk Tribe, to the Karuk Tribal Council to enact Tribal laws.

### **Section 1.2 Purpose.**

The purpose of this law is to set out the Karuk Tribe's authority to issue, review, approve and enforce Leases. In addition, the purpose of this law is to meet the requirements of the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, Pub. L. 112-151 (2012) ("HEARTH Act"), 25 U.S.C. § 415 note, by establishing a process under which the Karuk Tribe will be able to approve Leases on Tribal Land without additional approval of the Secretary of the Interior. Nothing in this law is intended to expand the authority or responsibility of the Secretary of the Interior beyond that provided for applicable federal statutes or regulations.

### **Section 1.3 Policy.**

It is the policy of the Karuk Tribe to set out the expectations and responsibilities of the Lessor and Lessees of Tribal Land and to ensure the leasing of Tribal Land results in minimal risk to the Karuk Tribe.

## **SECTION 2.0 Adoption, Amendment, Repeal**

### **Section 2.1**

This law was adopted by the Karuk Tribe by resolution 21-R-147, and becomes effective immediately upon approval by the Secretary of the Interior.

### **Section 2.2**

This law may be amended or repealed by the Karuk Tribe. Major, substantive changes to this law may not take effect until they have been approved by the Secretary of the Interior. Minor, technical amendments may take effect upon adoption by the Karuk Tribe.

### **Section 2.3 Severability Clause**

Should a provision of this law or the application thereof to any person or circumstances be held as invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

## **SECTION 3.0 Definitions**

### **Section 3.1**

This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

- (a) "**Agricultural Land**" means Tribal Land suited or used for the production of crops, livestock, or other agricultural products, or used for a business that supports the surrounding agricultural community.
- (b) "**Assignment**" means an agreement between a Lessee and an assignee whereby the assignee acquires all or some of the Lessee's rights and assumes all or some of the Lessee's obligations under a Lease.
- (c) "**Best Interest of the Karuk Tribe**" means the balancing of interests in attaining the highest economic income, providing incentives to increase economic development, preserving and enhancing the lives of Karuk Members and the value of Tribal Land, increasing employment and jobs, and preserving the sovereignty of the Tribe
- (d) "**Complaint**" means any legal cause of action created by operation of Federal law, Karuk Tribal law, including this Code.
- (e) "**Cultural Review**" means a review of the anticipated effects of a proposed Lease activity on archaeological, cultural and/or historic resources.
- (f) "**Encumbrance**" means a claim or liability that is attached to property that may lessen its value, such as an easement, right-of-way, lien or leasehold mortgage.
- (g) "**Environmental Review**" means a review of the potential environmental effects of a proposed Lease activity.
- (h) "**Fair Annual Lease Value**" shall have the meaning set out in Section 6.4 herein.
- (i) "**Guardian**" means one who has legal authority and duty, as appointed by a court of competent jurisdiction, to care for another's person or property because of the other's infancy, incapacity or disability.
- (j) "**HEARTH Act**" means the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, Pub. L. 112–151 (2012), as codified at 25 U.S.C. § 415 note.
- (k) "**Improvements**" means buildings, other structures, and associated infrastructure attached to the Leased premises.
- (l) "**Karuk Tribal Council**" means the duly elected representatives of the Karuk Tribe serving in their official capacity.
- (m) "**Karuk Tribal Court**" means the Tribal Court that was established in the Karuk Tribal Court Ordinance by Karuk Tribal Council by Resolution 10-R-111, or as amended, to administer the judicial authorities and responsibilities of the Karuk Tribe.
- (n) "**Karuk Tribe**" or "**Tribe**" means the Karuk Tribe, a federally recognized Indian Tribe.
- (o) "**KTHA**" means the Karuk Tribe Housing Authority, the Karuk Tribe's tribally designated housing entity.
- (p) "**Land Management Department**" means the Karuk Land Management Department or other entity responsible for entering into Leases of Tribal Land.
- (q) "**LTRO**" or "**Land Titles and Records Offices**" means those offices within the Bureau of Indian Affairs charged with the Federal responsibility to record, provide custody, and maintain records that affect titles to Indian lands, to examine titles, and to provide title status reports for such land.
- (r) "**Lease Document**" means a Lease, Lease amendment, Assignment, Sublease or Leasehold Mortgage.

- (s) **“Lease”** means a written contract between the Karuk Tribe and a Lessee, whereby the Lessee is granted a right to possess Tribal Land, for a specified purpose and duration.
- (t) **“Leasehold Mortgage”** means a mortgage, deed of trust, or other instrument that pledges a Lessee’s Leasehold interest as security for a debt or other obligation owed by the Lessee to a lender or other mortgagee.
- (u) **“Lessee”** means a person or entity who has acquired a legal right to use or occupy Tribal Land by a Lease under this law, or one who has the right to use or occupy a property under a Lease.
- (v) **“Lessor”** means the Karuk Tribe, in its capacity as the legal, beneficial and/or equitable owner of Tribal Land subject to a Lease.
- (w) **“Performance Bond”** means a bond given to ensure the timely performance of a Lease.
- (x) **“Public”**, for purposes of Environmental Review, means any person or entity with the potential to be significantly affected by the Lease or the Lease activity.
- (y) **“Responsible Entity”** means the tribal Karuk Tribal entity responsible delegated the responsibility by the Tribe for conducting Environmental Reviews as required under this law. The Tribe will designate and from time-to-time may change who this entity is.
- (z) **“Secretary”** means the Secretary of the Interior, U.S. Department of the Interior, or its authorized representative.
- (aa) **“Significant Effect on the Environment”** means a substantial, or potentially substantial, impact in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas and objects of historic, cultural or aesthetic significance.
- (bb) **“Sublease”** means a written agreement by which the Lessee grants to a person or entity a right to possession no greater than that held by the Lessee under the Lease.
- (cc) **“THPO”** means the Karuk Tribal Historic Preservation Office, the entity responsible for conducting Cultural Reviews as required under this law.
- (dd) **“Tribal Land”** means any tract in which the surface estate is owned by the Karuk Tribe and held in Trust or Restricted Status by the United States for the benefit of the Karuk Tribe, or a federally chartered tribal corporation.
- (ee) **“Trust or Restricted Status”** means (1) That the United States holds title to the tract in trust for the benefit of the Tribe; or (2) That the Karuk Tribe or individual Indians holds title to the tract, but can alienate or encumber it only with the approval of the United States because of limitations in the conveyance instrument under Federal law or limitations in Federal law.

## **SECTION 4.0 General Provisions**

### **Section 4.1 *Applicable Land***

This law applies to all Tribal Land.

### **Section 4.2 *Applicable Leases.***

- (a) Except as excluded in Section 4.2(b) below, or as contrary to applicable federal statutes and regulations, this law applies to all residential, agricultural and business Leases executed by the Karuk Tribe and to all actions and decisions taken in

connection with those Leases. Provided that, nothing herein may be construed to affect the terms and conditions of Leases existing when this law goes into effect or amendments, Assignments, Subleases or Encumbrances made to those Leases.

- (b) This law does not apply to mineral Leases, any Lease of fee land or fractionated interest in trust land, any Lease of individually owned Indian allotted land, Leases included in the Karuk Tribe's home ownership programs administered using federal funding where such Leases are sublessees of an approved master Lease between the Karuk Tribe and KTHA and do not require additional approvals.

### **Section 4.3 *Applicable Law.***

In addition to this law, Leases approved under this law are subject to:

- (a) Applicable federal laws;
- (b) All of the Karuk Tribe's laws, except to the extent those laws are inconsistent with applicable federal law;
- (c) All of the provisions of this Code, except to the extent this Code is inconsistent with Karuk Tribal laws; and
- (d) The terms of any Lease to which this law applies, except to the extent such terms are inconsistent with this Code.

### **Section 4.4 *U.S. Obligation to Enforce***

Pursuant to the authority of the Secretary to fulfill the trust obligation of the United States to the Karuk Tribe under federal law, the Secretary may, upon reasonable notice from the Karuk Tribe that the Lessee has failed to comply with the terms and conditions of the Lease, and at the discretion of the Secretary, enforce the provisions of, or cancel, any residential, agricultural or business Lease on Tribal Land executed by the Karuk Tribe.

### **Section 4.5 *Taxation of Lease Related Interests and Activities***

Subject only to applicable provisions of Tribal or federal law, the following shall not be subject to any fee, tax, assessment, levy or other charge imposed by a state or political subdivision of a state:

- (a) Improvements on leasehold interests on Tribal Land, without regard to ownership of those Improvements.
- (b) Business activities under a Lease conducted on Tribal Land (e.g. business use tax, severance tax, privilege, public utility taxes, excise taxes, or any form of tax on the revenue generated from the business activity).
- (c) Leasehold or possessory interests arising from Leases on Tribal Land.
- (d) The Tribe may, in its sole discretion, exercise its inherent governmental authority to tax or impose fees or charges related to any of the rights, interests or activities cited in subsections (a) through (c), above.

### **Section 4.6 *Dispute Resolution and Sovereign Immunity***

Lease parties shall resolve all disputes over residential, agricultural and business Leases under the Karuk Tribe's laws, and if there is no Tribal law on point, then in accordance with applicable federal law. Nothing in this law may be construed to waive the Karuk Tribe's sovereign immunity.

#### **Section 4.7 *Effective Date***

After the Secretary approves this law, all Leases of Tribal Land approved and executed under this law may become effective without federal approval under the HEARTH Act unless the Secretary rescinds approval of this law and reassumes responsibility for such approval.

### **SECTION 5.0 Lease Document Requirements**

#### **Section 5.1 *Information and Application***

The Land Management Department shall review and process all Leases where the Karuk Tribe is named as the Lessor. The Karuk Tribal Council has the authority to approve and execute all Leases of Tribal Land.

- (a) The Land Management Department shall make available information on obtaining residential, agricultural or business Lease Documents. Parties interested in obtaining a residential, agricultural or business Lease Document shall submit an application to the Land Management Department consistent with this Code and pursuant to the policies which the Land Management Department shall develop and the Karuk Tribal Council shall approve.
- (b) The Land Management Department shall develop, and the Karuk Tribal Council shall approve, the format and requirements set out in the Lease Document applications, as well as additional procedures and processes consistent with this Code to be followed when offering and awarding Lease Documents.

#### **Section 5.2 *Terms and Conditions***

The Land Management Department shall ensure Leases approved under this Code are in writing and contain, at a minimum, the following:

- (a) A description of the land or building being Leased including surveys and legal descriptions based on metes and bounds, rectangular, lot and block systems, or another description prepared by a registered land surveyor that is sufficient to identify the Leased premises by the BIA Land Title Records Office.
- (b) The effective date and term of the Lease;
- (c) The purpose of the Lease and authorized uses of the Leased premises;
- (d) The parties to the Lease;
- (e) How much rent is due, when it is due, who receives it, what form(s) of payment is acceptable, and whether any late payment charges or special fees apply and the rate of interest to be charged if the Lessee fails to make payments in a timely manner;
- (f) Whether there will be rental reviews or adjustments, how and when they will be done, when any adjustments will be effective and how disputes regarding adjustments will be resolved;
- (g) Who is responsible for taxes, if any, applied to the property and/or Improvements;
- (h) Due diligence requirements that apply, if any;



- (i) Performance Bond and insurance requirements that apply, if any;
- (j) The Land Management Department and the Secretary have the right, at any reasonable time during the term of the Lease and upon reasonable notice, in accordance with this law and any other applicable laws, policies and rules of the Karuk Tribe, to enter the Leased premises for inspection and to ensure compliance with the Lease;
- (k) Language that the obligations of the Lessee and its sureties to the Karuk Tribe are enforceable by the Karuk Tribe or the United States, so long as the land remains in Trust or Restricted Status;
- (l) The Lessee holds the United States and the Karuk Tribe harmless from any loss, liability or damages resulting from the Lessee's use or occupation of the Leased premises;
- (m) The Lessee indemnifies the United States and the Karuk Tribe 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 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 Karuk Tribe for liability or cost arising from the Karuk Tribe's negligence or willful misconduct; and
- (n) The Land Management Department may, at its discretion, treat as a Lease violation any failure by the Lessee to cooperate with a request to make appropriate records, reports or information available for inspection and duplication.
- (o) If the Lease includes Tribal Lands which are within an Indian irrigation project or drainage district, the Lease must state the following: "If the Leased premises are within an Indian irrigation project or drainage district, except as provided by 25 CFR 171, the Lessee must pay all operation and maintenance charges that accrue during the Lease term. The Lessee must pay these amounts to the appropriate office in charge of the irrigation project or drainage district."

### **Section 5.3 *Improvements***

The Land Management Department shall ensure Lease Documents set out requirements related to Improvements, including:

- (a) Whether Improvements may be constructed;
- (b) Ownership of Improvements;
- (c) Responsibility for constructing, operating, maintaining and managing Improvements;
- (d) Whether the Lessee shall submit development plans and/or construction management schedules to the Land Management Department for approval prior to beginning construction of any Improvements General description of the type and location of the Improvements to be constructed during the Lease term;
- (e) Removal of Improvements;
- (f) Whether a Lessee may develop equity in Improvements and sell its interest in the Lease based on the equity; and
- (g) The Lessor's right of first refusal to purchase the Lessee's interest, if any.

#### **Section 5.4 *Obtaining a Lease Document***

The Land Management Department shall ensure Lease Documents are entered into by written consent of the Lessor and the Lessee unless otherwise provided herein and that the Lease Documents contain effective dates.

- (a) The Lease may authorize Subleases only upon approval and execution from the Land Management Department. This in no way relieves the parties from carrying out their duties under the Lease.
- (b) The Lease may authorize Leasehold Mortgages on the leasehold interest for the purpose of financing to develop and improve the premises. The Land Management Department shall approve the Leasehold Mortgage.
- (c) The Lease may not authorize mortgages that encumber title to Tribal Land.

#### **Section 5.5 *Payments***

For any Lease requiring payments to be made to the Lessor, the Lessor shall provide the Secretary with such documentation of the Lease payments as required by applicable law to enable the Secretary to discharge the trust responsibility of the United States.

#### **Section 5.6 *Environmental and Cultural Reviews***

The Land Management Department may not approve a Lease until an Environmental Review and a Cultural Review, as required under Section 9, have been completed. Leases approved and executed in violation of this section are null and void.

#### **Section 5.7 *Documentation***

The Land Management Department may recommend approval of a Lease upon the completion and final submission of:

- (a) A signed Lease;
- (b) Approved Environmental Review report;
- (c) Site survey or plat and legal description;
- (d) Appraisal or equivalent procedure as approved by the Land Management Department or statement that a reduced rate Lease is in the Best Interest of the Karuk Tribe; and
- (e) Other documents as may be required by the Land Management Department.

### **SECTION 6.0 *Residential Leases***

#### **Section 6.1**

In addition to the requirements that apply to all Leases under Section 5, the requirements of this section also apply to residential Leases.

#### **Section 6.2**

A residential Lease is required for the Lease of Tribal Land suited or used for the construction, improvement, and/or maintenance of a dwelling and related structures on the premises, and otherwise to use or occupy said premises for residential purposes, or a lease for public purposes.

### **Section 6.3 *Duration***

Residential Leases may not exceed twenty-five (25) years, except that any such Lease may include an option to renew (which may be an automatic option) for up to two (2) additional terms, which may not exceed twenty-five (25) years each.

If the Lease provides for an option to renew, the Lease must specify:

- (a) The time and manner in which the option must be exercised or whether it is automatically effective;
- (b) That confirmation of the renewal will be submitted to the Land Management Department, unless the lease provides for automatic renewal;
- (c) Whether approval by the Karuk Tribal Council to the renewal is required;
- (d) That the Lessee must provide notice of the renewal to the Karuk Tribe and any sureties and mortgagees;
- (e) The additional consideration, if any, that will be due upon the exercise of the option to renew or the start of the renewal term; and
- (f) Any other conditions for renewal (e.g., that the Lessee not be in violation of the Lease at the time of renewal).

All lease renewals will be recorded with the Land Management Department and LTRO.

### **Section 6.4. *Appraisal, Local Studies***

- (a) The Land Management Department shall determine the Fair Annual Lease value using an appraisal or equivalent procedure performed by the Land Management Department utilizing the following data: improvement cost, replacement cost, earning capacity, and sales and Lease data of comparable sites. The Land Management Department shall ensure that an appraisal log reporting the methods of appraisal and value of the Tribal Land is attached to every residential Lease.
- (b) Alternatively, the Land Management Department shall determine the Fair Annual Lease Value using an appraisal performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or another commonly accepted method of appraisal. The Land Management Department shall ensure that an appraisal log describing the method of appraisal and value of the Tribal Land is attached to every residential Lease.

### **Section 6.5 *Fair Annual Lease Value***

The Land Management Department may offer residential Leases at reduced rates if it determines that doing so is in the Best Interest of the Karuk Tribe. Under such circumstances an appraisal is not required. In all other circumstances, a residential Lease may not be approved for less than the present Fair Annual Lease Value as set forth in the appraisal.

### **Section 6.6 *Lease by Guardian***

A parent or Guardian may enter into a residential Lease on behalf of his or her eligible child or ward.

## **SECTION 7.0    Agricultural Leases**

### **Section 7.1**

In addition to the requirements that apply to all Leases under Section 5, the requirements of this section also apply to agricultural Leases.

### **Section 7.2**

An agricultural Lease is required for the Lease of Tribal Land suited or used for the production of crops, livestock or other agricultural products, or land suited or used for a business that supports the surrounding agricultural community. If Lessee is a corporation, partnership, limited liability company or other entity, it must provide documentation to show the Lease will be enforceable against it.

### **Section 7.3    *Duration and Renewal***

Agricultural Leases may not exceed twenty-five (25) years, except that any such Lease may include an option to renew (which may be an automatic option) for up to two (2) additional terms, which may not exceed twenty-five (25) years each.

If the Lease provides for an option to renew, the Lease must specify:

- (a) The time and manner in which the option must be exercised or whether is automatically effective;
- (b) That confirmation of the renewal will be submitted to the Land Management Department, unless the lease provides for automatic renewal;
- (c) Whether approval by the Karuk Tribal Council to the renewal is required;
- (d) That the Lessee must provide notice of the renewal to the Karuk Tribe and any sureties and mortgagees;
- (e) The additional consideration, if any, that will be due upon the exercise of the option to renew or the start of the renewal term; and
- (f) Any other conditions for renewal (e.g., that the Lessee not be in violation of the Lease at the time of renewal).

All lease renewals will be recorded with the Land Management Department and LTRO.

### **Section 7.4    *Management of Land***

The Land Management Department shall ensure that agricultural Leases require the Lessee to manage land in accordance with a Karuk resource management and reclamation plan, and/or other appropriate stipulations, developed by the Karuk Tribe.

### **Section 7.5    *Lease Valuation***

Agricultural Leases are valued based on the bidding process required as part of the Lease award process included in the policies, which the Land Management Department shall develop and the Karuk Tribal Council shall approve.

## **SECTION 8.0 Business Leases**

### **Section 8.1**

In addition to the requirements that apply to all Leases under Section 5, the requirements of this section also apply to business Leases.

### **Section 8.2**

A business Lease is required for the Lease of land suited or used for business purposes including retail, office, manufacturing, storage, religious, educational, recreational, cultural, or other business purposes.

### **Section 8.3 *Duration and Renewal***

Business Leases may not exceed twenty-five (25) years, except that any such Lease may include an option to renew (which may be an automatic option) for up to two (2) additional terms, which may not exceed twenty-five (25) years each.

If the Lease provides for an option to renew, the Lease must specify:

- (a) The time and manner in which the option must be exercised or whether it is automatically effective;
- (b) That confirmation of the renewal will be submitted to the Land Management Department, unless the lease provides for automatic renewal;
- (c) Whether landowner consent to the renewal is required;
- (d) That the Lessee must provide notice of the renewal to the landowners and any sureties and mortgagees;
- (e) The additional consideration, if any, that will be due upon the exercise of the option to renew or the start of the renewal term; and
- (f) Any other conditions for renewal (e.g., that the Lessee not be in violation of the Lease at the time of renewal).

All lease renewals will be recorded with the Land Management Department and LTRO

### **Section 8.4 *Supporting Documents***

All applicants for business Leases shall submit the following documents to the Land Management Department:

- (a) Financial statement;
- (b) Site survey and legal description, if applicable; and
- (c) Other documents as may be required by any business leasing management plan developed by the Karuk Tribe.

### **Section 8.5 *Appraisal, Local Studies***

The Land Management Department shall determine the Fair Annual Lease Value using an appraisal or equivalent procedure performed by Land Management utilizing the following data: improvement cost, replacement cost, earning capacity, and sales and Lease data of comparable sites. The Land Management Department shall:

- (a) Ensure that an appraisal log reporting the methods of appraisal and value of the Tribal Land is attached to every business site Lease.
- (b) Alternatively, the Land Management Department shall determine the fair annual Lease value using an appraisal performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or another commonly accepted method of appraisal. The Land Management Department shall ensure that an appraisal log describing the method of appraisal and value of the Tribal Land is attached to every business site Lease.

**Section 8.6 *Fair Annual Lease Value***

- (a) No Lease may be approved for less than the present Fair Annual Lease Value as set forth in the appraisal, except as follows:
  - (1) The Lessee is in the development period;
  - (2) The Land Management Department is providing an incentive for businesses to locate on Tribal Land, and is providing Lease concessions, Lease improvement credits, and Lease abatements to attract such business; or
  - (3) The Land Management Department determines such action is in the Best Interest of the Karuk Tribe.
- (b) A Lease may:
  - (1) Be structured at a flat Lease rate; and/or
  - (2) Be structured at a flat Lease rate plus a percentage of gross receipts, if the Lessee is a business located in a shopping center, or the Lessee generates over one million dollars (\$1,000,000.00) annually in gross receipts; and/or
  - (3) Be structured based on a percentage of gross receipts, or based on a market indicator; and/or
  - (4) Be structured to allow for Lease rate adjustments; the Land Management Department shall ensure that the Lease specifies how adjustments will be made, who will make such adjustments, when adjustments go into effect, and how disputes may be resolved; and/or
  - (5) Be amended to allow for Lease rate adjustments; and/or
  - (6) Provide for periodic review giving consideration to the economic conditions, exclusive of improvement or development required by the contract or the contribution value of such Improvements.
- (c) The Land Management Department shall keep written records of the basis used in determining the Fair Annual Lease Value, as well as the basis for adjustments and shall present such records to the Lessee and include them in any Lease file.

**Section 8.7 *Performance Bond***

A Performance Bond is required under a business Lease, provided that the Tribe may waive the requirement of a Performance Bond if the Tribe determines that doing so is in the Best Interest of the Karuk Tribe. The Lessee shall obtain the Performance Bond in an amount that reasonably assures performance on the Lease. The Land Management Department may require Performance Bonds for the purpose of guaranteeing any of the following:

- (a) The annual Lease payment;

- (b) The estimated development cost of Improvements; and
- (c) Any additional amount necessary to ensure compliance with the Lease.

The Performance Bond must require the surety to provide the Karuk Tribe notice at least sixty (60) days before canceling a Performance Bond or other security. This will allow the Karuk Tribe to notify the Lessee of its obligation to provide a substitute Performance Bond or other security and require collection of the bond or security before the cancellation date. Failure to provide a substitute Performance Bond or security is a violation of the Lease. The Tribe may allow for notice that is less than sixty (60) days if the Tribe determines that doing so is in the Best Interest of the Karuk Tribe.

## **SECTION 9.0 Environmental and Cultural Reviews**

### **Section 9.1 *Applicability***

The Karuk Tribal Council may not consider approving a Lease activity until an Environmental Review and a Cultural Review have been completed, unless a Lease qualifies for a categorical exclusion under Section 9.4.

### **Section 9.2 *Purpose of Review***

The purpose of this section is to establish an Environmental Review process that:

- (a) Identifies and evaluates potential significant effects of the proposed action on the environment;
- (b) Establishes a process for notifying the Public of significant environmental impacts;
- (c) Ensures that the Public has a reasonable opportunity to provide comments regarding the action and its potential environmental impacts;
- (d) Requires the Karuk Tribe to respond to relevant and substantive comments received from the Public; and
- (e) Satisfies the requirements of applicable law.

### **Section 9.3 *Requirements for Approval***

- (a) The Karuk Tribal Council shall not approve a Lease under this Law, and neither the KTHA or Land Management Department shall recommend for approval, a Lease or Sublease under this Act, unless:
  - (1) The Karuk Land Management Department has reviewed the Lease and such other information as may be necessary to identify and evaluate any Significant Effect on the Environment from the Lease activity, and has:
    - (A) Determined that the uses authorized by the Lease are included within a categorical exclusion stated in Section 9.4; or
    - (B) Issued a final decision after following the procedures set forth in Section 9.5.
  - (2) The Karuk Land Management Department has provided the Tribal Council with notice that the Tribe has carried out a project or activity funded by a federal or state agency and that it has relied on the NEPA or CEQA Environmental Review process of the applicable federal or state agency rather than following the procedures set forth in Section 9.5.

## **Section 9.4 *Categorical Exclusions***

- (a) The Karuk Tribal Council hereby finds that the following actions do not individually or cumulatively have a Significant Effect on the Environment; and therefore, except as otherwise provided in subsection 9.4(b), are Categorically Excluded from the procedures set forth in Section 9.5:
- (1) Approval of a Lease for residential use of an existing Housing Unit, including any associated Improvements, access roads and utilities;
  - (2) Approval of a Lease for five (5) acres or less of contiguous Tribal Land for construction and residential use of a single structure of one to four dwelling units and any associated Improvements, access roads and utilities;
  - (3) Approval of a Lease when there is no development or land disturbance resulting from the proposed Lease;
  - (4) Approval of a Lease for Tribal Lands which were the subject of an Environmental Review under this Section for a substantially similar Lease and which there have been no substantial changes to the environment since the previous Environmental Review; and
  - (5) Approval of a Lease for Tribal Lands which are within the footprint of an existing development for which an Environmental Review was already conducted (for example, a space Lease) and which there have been no substantial changes to the environment since the previous Environmental Review.
- (b) Notwithstanding subsection 9.4(a), the Karuk Land Management Department shall follow the procedures set forth in Section 9.5 if it determines that extraordinary circumstances exist under which the use of the premises may, individually or cumulatively, have a Significant Effect on the Environment, including without limitation, as set forth below:
- (1) Substantial disagreement on the extent of the effect, without formal opposition, on environmental grounds, including, but not limited to, impact, use, alteration, or direct physical disturbances to environment, whether biological or natural resources, including land, air, flora, fauna, minerals, ambient noise, cultural areas, and/or objects of historic, cultural, or aesthetic significance; or
  - (2) The presence of significant cultural resources or historic properties.

## **Section 9.5 *Environmental Review***

- (a) The Karuk Land Management Department Head, or such other individual with authority delegated to fulfill the duties of this Section, shall ensure that the Environmental Review process contained within this Section 9.5 is administered prior to the approval of any Lease under this Resolution. Unless a categorical exclusion applies, the Karuk Land Management Department shall cause the effects on the environment, of the intended uses authorized by the proposed Lease, to be identified and evaluated as follows:
- (1) If the Karuk Land Management Department determines that the uses authorized by the proposed Lease will not have a Significant Effect on the Environment, based on an examination of all relevant information and



Environmental Review documentation, and prior to the execution of the Lease, then it shall cause the following to occur in the order set forth below:

- (A) A Finding of No Significant Impact shall to be issued and made available for public comment by publication on the Tribe's website for a minimum of fifteen (15) calendar days after being published;
  - (B) If there is a substantial interest in holding a meeting, a meeting shall be held to provide an opportunity for the Public to comment (both verbal and written) on the Finding of No Significant Impact;
  - (C) Comments shall be reviewed and analyzed and a report shall be issued within thirty (30) calendar days, responding to relevant and substantive comments, if any, regarding the Finding of No Significant Impact, which report shall be posted for a minimum of fifteen (15) calendar days; and
  - (D) Unless subsection 9.5(a)(2) applies, a Final Decision confirming that the uses authorized by the proposed Lease are expected to have no Significant Effect on the Environment shall be issued, forwarded to the Karuk Tribal Council for approval, and posted.
- (2) If the Karuk Land Management Department determines that the proposed Lease will have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:
- (A) A draft Environmental Review which identifies and evaluates any Significant Effect on the Environment from uses authorized by the proposed Lease shall be issued and made available for public comment by publication on the Tribe's website for a minimum of thirty (30) calendar days after being published;
  - (B) A meeting shall be held on the draft Environmental Review to provide an opportunity for the Public to comment (both verbal and written) on any Significant Effect on the Environment from the uses authorized by the proposed Lease;
  - (C) Comments shall be reviewed and analyzed and a report shall be issued and published on the Tribe's website within thirty (30) calendar days responding to relevant and substantive comments, if any, on Significant Effect on the Environment from the uses authorized by the proposed Lease, which report shall be posted for a minimum of thirty (30) calendar days, provided that the timeline for publishing its report may be extended at the sole discretion of the Tribe;
  - (D) A final Environmental Review describing the conclusions of the Karuk Land Management Department on the issues and evidence gathered under this section shall be issued and posted on the Tribe's website for a minimum of thirty (30) calendar days; and
  - (E) A final decision assessing the potential for any Significant Effect on the Environment associated with the uses authorized by the Lease shall be issued, forwarded to Tribal Council for approval and posted on the Tribe's website, provided that the Karuk Land Management Department may recommend and the Tribal Council may approve a

Lease even if it has been determined that there will be a Significant Effect on the Environment.

- (b) Any decision made under this Section 9.5 shall be considered a Final Decision appealable under Section 12.

### **Section 9.6 *Cultural Reviews***

The Tribal Historic Preservation Office or its designee shall be notified and asked to comment on all proposed Lease activities not Categorically Excluded.

### **Section 9.7 *KTHA Environmental and Cultural Review Completion***

Consistent with requirements and process of Section 9.5, as the Karuk Tribes Designated Tribal Housing Entity, the KTHA shall forward a completed Environmental Review and the Cultural Review (unless a Lease qualifies for a categorical exclusion under Section 9.4) for a proposed KTHA Lease to the Karuk Land Management Department, as the Responsible Entity, for consideration in the approval or denial of a Lease activity.

- (a) Before approving a Lease activity, the Land Management Department may require any reasonable actions, as recommended within the Environmental Review or Cultural Review, be completed.
- (b) A copy of the approved Environmental Review and Lease activity shall be recorded, and provided to the KTHA for their records.

## **SECTION 10.0 Lease Management**

### **Section 10.1 *Management Plan***

The Land Management Department:

- (a) Shall manage existing Leases as well as those executed pursuant to this law; and
- (b) Shall institute a leasing management plan consistent with this Code that employs sound real estate management practices, and addresses accounting, collections, monitoring, enforcement, relief, and remedies.
- (c) May delegate this authority to the KTHA for the management of residential sub-Leases under their authority.

### **Section 10.2 *Accounting***

The Land Management Department shall implement an accounting system that generates invoices, accounts for payments, and dates of when rate adjustments should be made. Nothing in this section may be construed to absolve the Lessee of its duties under a Lease.

### **Section 10.3 *Recording Lease Documents***

The Land Management Department shall provide a copy of all Lease Documents of Tribal Land, except residential Subleases, to the Bureau of Indian Affairs for encoding and to be forwarded to the LTRO for recording. The Land Management Department shall record all Lease Documents of Tribal Land. The Land Management Department shall also distribute a copy of the recorded Lease Documents to the Lessee.

#### **Section 10.4 *Ownership of Records***

Records of activities taken pursuant to this law with respect to Tribal Land are the property of the United States and the Karuk Tribe. Records compiled, developed or received by the Lessor in the course of business with the Secretary are the Karuk Tribe's property.

#### **Section 10.5 *Administrative Fees***

The Karuk Tribe Land Management Department may develop, and the Karuk Tribal Council may approve, policies requiring administrative fees for costs associated with issuing a Lease Document, or conducting any other administrative transaction under this Law.

### **SECTION 11.0 Enforcement**

#### **Section 11.1**

The Karuk Tribe may delegate to the Land Management Department all powers necessary and proper to enforce the Lease terms, this law and any rules developed pursuant to this law. This includes, but is not limited to, the power to enter the premises, assess penalties, assess late payments and cancel Leases.

#### **Section 11.2 *Harmful or Threatening Activities***

Lessee must comply with all applicable laws, ordinances and regulations. If a Lessee or other party causes or threatens to cause immediate and significant harm to the Leased premises, or undertakes illegal activity or unlawful conduct thereon, the Karuk Land Management Department, may take appropriate emergency action, which may include cancelling the Lease and/or securing judicial relief.

#### **Section 11.3 *Holdovers and Trespass***

Lessee must comply with all applicable laws, ordinances and regulations. A Lease may include negotiated remedies to address issues of holdover and trespass. If a Lessee remains in possession of a property after the expiration or cancellation of a Lease, or a person occupies a property without the Karuk Land Management Department's approval, the Karuk Land Management Department shall take action to recover possession of the property; and/or pursue additional remedies, such as damages, if applicable.

#### **Section 11.4 *Defaults***

- (a) If the Karuk Land Management Department determines a Lessee is in default, the Karuk Land Management Department shall take action to have the Lessee cure the default, by sending the Lessee a notice of default within a reasonable time of the determination, which timeframe shall be expressly defined in the Lease. A notice of default shall be sent by certified mail, return receipt requested, shall provide the Lessee with intent to cancel the Lease unless the default is cured within 10 business days of receipt of the notice, or as otherwise agreed by the parties to the Lease;
- (b) If the default is not cured, the Karuk Land Management Department may cancel the Lease pursuant to the Lease or this Law; grant an extension of time to cure the default; pursue other negotiated remedies, including execution on bonds or

collection of insurance proceeds; any combination of the remedies listed within this Section; or any other remedy available under applicable law.

- (c) If a Lease is canceled under this Section, the Karuk Land Management Department shall send the Lessee a cancellation letter within a reasonable time period by certified mail, return receipt requested. The cancellation letter shall: explain the grounds for cancellation; notify the Lessee of any unpaid amounts, interest charges, penalties, or other fees due under the Lease; notify the Lessee of its right to appeal; and order the Lessee to vacate the premises within 30 days of receipt of the cancellation letter, if an appeal is not filed by that time.
- (d) If the Karuk Land Management Department grants the Lessee an extension of time to cure a default, the Lessee shall proceed diligently to perform and complete the corrective actions within a reasonable time.

### **Section 11.5 Penalties**

Unless the Lease provides otherwise, interest charges and late payment penalties apply in the absence of any specific notice to the Lessee from the Land Management Department, and the Land Management Department shall treat the failure to pay such amounts as a breach of the Lease.

## **SECTION 12.0 Appeals**

### **Section 12.1 Administrative Appeals**

The Lessee or interested party may appeal a decision to deny approval of a Lease to the Karuk Tribal Council. Such appeal must be filed in writing with the Karuk Tribal Council Secretary within thirty (30) days of the decision. Administrative appeals may be filed with the Karuk Tribe Executive Secretary. Such appeals shall be initiated by:

- (a) a written Notice of Appeal setting forth the basis for the appeal,
- (b) a short statement indicating the nature and circumstances of the appeal, and
- (c) a short statement indicating the remedy being sought. No extensions of time will be granted for filing a Notice of Appeal.

### **Section 12.2 Administrative Appeal Scope of Review**

The Karuk Tribe Council shall review whether the decision in question was arbitrary, capricious, or an abuse of discretion not supported by substantial evidence in the record or otherwise not in accordance with this law.

### **Section 12.3 Appeal Bonds**

- (a) If a party appeals a decision under this law to the Karuk Tribe Council, the Karuk Land Management Department may determine that the appealing party must post a bond with the Tribe in an amount that reflects a reasonable estimate any damage to the Tribe from deferring action pending the appeal.
- (b) The Tribe will not require an appeal bond under this Chapter:
  - (1.) For an appeal of a decision on a Leasehold Mortgage; or
  - (2.) If the Tribe is a party to the appeal and requests a waiver of the appeal bond.

- (c) The appellant may not appeal an appeal bond decision by the Land Management Department. The appellant may, however, request that the Land Management Department reconsider the bond decision based on extraordinary circumstances. Any reconsideration decision is final.

**Section 12.4 *Limited Tribal Court Review***

If an appellant is not satisfied with the outcome of an Administrative Appeal to the Karuk Tribal Council, the appellant may file an appeal to the Karuk Tribal Court, which is hereby granted limited jurisdiction to hear appeals regarding denials of Residential, Business, and Agricultural Leases executed pursuant to this law. Appeals shall be heard in accordance with the Karuk Tribal Court procedures. The rule of law shall be this Lease law and any other duly adopted law of the Karuk Tribe. The scope of the Tribal Court's review will be limited to a determination of whether the decision by the Tribal Council was arbitrary, capricious, or an abuse of discretion not supported by substantial evidence in the record or otherwise not in accordance with this law. The only evidence that the Tribal Court will consider on such appeals is the administrative record that was before the Tribal Council. The only relief that the Tribal Court may provide is a remand to the Tribal Council to reconsider its prior decision based on the legal findings of the Tribal Court.

- (a) An appeal to the Tribal Court must be filed in writing with the Tribal Court within five (5) business days of the Tribal Council decision.
- (b) The Notice of Appeal shall contain a short statement indicating the nature and circumstances of the appeal.
- (c) The Notice of Appeal shall contain a short statement indicating the remedy being sought.
- (d) No extensions of time will be granted for filing a Notice of Appeal.
- (e) Where the Lessor is the Karuk Tribe, the Karuk Tribal Court shall name the Karuk Land Management Department along with the Lessor in the Appeal.

*End*

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