



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

**APPROVAL OF**

**TABLE MOUNTAIN RANCHERIA  
TRIBAL TRUST LAND RESIDENTIAL LEASE  
REGULATIONS**

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The attached Tribal Trust Lands Residential Lease Regulations, submitted by the Table Mountain Rancheria (listed in the Federal Register, Vol. 86, No. 18 FR 7557 (January 29, 2021) as the Table Mountain Rancheria), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 19 pages and adopted by the Table Mountain Rancheria Tribal Council on April 12, 2021, is hereby approved.

Dated:     AUG 25 2021    

A handwritten signature in blue ink, appearing to read "Ben T. Randal".

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Assistant Secretary – Indian Affairs  
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

**TABLE MOUNTAIN RANCHERIA**  
**TRIBAL TRUST LAND RESIDENTIAL LEASE REGULATIONS**  
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## **TABLE MOUNTAIN RANCHERIA TRIBAL TRUST LAND RESIDENTIAL LEASING REGULATIONS**

Table Mountain Rancheria ("TMR") hereby adopts and enacts this Tribal Trust Land Residential Leasing Regulation pursuant to the power vested in its Tribal Government under Article VII, Section 1 of Table Mountain Rancheria's Constitution and By-Laws; as well as the inherent powers of self-governance and self-determination bestowed on federally recognized Tribal Nations.

### **Article I – General Provisions**

#### **1.1 Purpose and Policy**

*Purpose.* The purpose of this Regulation is to set forth the TMR Nation's authority to issue, review, approve and enforce residential leases. In addition, the purpose of this Regulation is to meet the requirements of the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012. (HEARTH Act), Pub. L. No. 112-115, 126 Stat. 1150 (2012), by establishing a process under which the Nation will be able to approve residential leases on Tribal Trust Land without additional approval of the Secretary of the Interior. This Regulation does not apply to fee lands, individually owned Indian land, fractional interest and mineral interests.

*Policy.* It is the policy of TMR 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 Tribe.

#### **1.2 Adoption, Amendment, Repeal**

This Regulation was adopted by the Table Mountain Rancheria by resolution TMR Res. No. \_ and shall become effective upon approval by the Secretary of the Interior or its designee in accordance with applicable federal laws and regulations.

This Regulation may be amended or repealed by TMR pursuant to its inherent authority. Major, substantive changes to this Regulation may not take effect until they have been approved by the Secretary of the Interior. Minor, technical amendments may take effect upon adoption by TMR.

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

In the event of a conflict between a provision of this Regulation and a provision of other applicable laws, the provisions of this Regulation shall control.

To the extent that this Regulation conflicts with any applicable federal statutes or regulations, the federal statute or regulation shall control.

To the extent that any lease to which this Regulation applies conflicts with enacted Tribal laws, this Regulation shall control.

This Regulation is adopted under authority of Article VII, Section 1 of Table Mountain Rancheria's Constitution and By-Laws.

### **1.3 Definitions**

For purposes of these Regulations:

- A. "Applicant" means a Tribal Member of Table Mountain Rancheria who is seeking to enter into a Residential Lease with TMR pursuant to these Regulations.
- B. "Assignment" means an agreement between the Lessee and a Table Mountain Rancheria Tribal Member assignee whereby the assignee who acquires all of the Lessee's rights and assumes all the Lessee's obligations under a Residential Lease.
- C. "Best Interest of the Tribe" means the balancing of interest in order to attain the highest economic income, provide incentives to increase economic development, preserve and enhance the value of Tribal Trust Land, increase employment and jobs on Tribal Trust Land and preserve the sovereignty of the Tribe.
- D. "Categorically Excluded Activity" means activities that have been determined not to have a Significant Effect on the Environment as set forth in Article V. Section 5.2(A) of this Regulation.
- E. "Department of Housing" means the Tribe's Housing Department or Committee, its predecessors, successors or any other entity or agency established by the Tribal Council for the purpose of developing or overseeing housing units within the territorial jurisdiction of Table Mountain Rancheria.
- F. "Designated Surety" means a lender approved by the Tribal Council to which a Mortgagee has or may transfer or assign its interest in a Lease or Leasehold Mortgage.
- G. "Determination of Categorical Exclusion" means a determination by the Tribal Council after consulting with its Environmental Department that a proposed leasing transaction constitutes a Categorically Excluded Activity.
- H. "Determination of Significant Effect" means a determination by the Tribal Council after consulting with its Environmental Department whether a proposed Residential Lease will have a Significant Effect on the Environment.

- I. "Historic Resources Specialist Determination" means a determination by the Tribe's Cultural Department and its Historic Resources Specialist addressing the potential effects of a Residential Lease on the Tribe's burial or culturally sensitive or significance resources.
- J. "Housing Unit" means all or any portion of any house, home, building or other structure used as a residency by any person that is located on the Tribe's Trust Land and is subject to a lease approved under this Regulation.
- K. "Lease" means a written contract between the Tribe and a Lessee, whereby the Lessee is granted a right to possess a portion of the Tribe's Trust Land for residential use for a specified purpose and duration.
- L. "Leased Premises" means any portion of the Tribe's Trust Land, as defined and described by a survey identifying the Tribe's Trust Land by legal description.
- M. "Leasehold Estate" means the possessory interest in the Tribe's Trust Land established between the Lessor and a Lessee.
- N. "Leasehold Mortgage" means a mortgage or other instrument approved by the Tribal Council that pledges the Leasehold Estate of a Lessee as security for a debt or other obligation owed by the Lessee to a lender or other mortgagee.
- O. "Lessee" means a Tribal Member of TMR that has acquired a legal right to possess the Tribe's Trust Land by executing a Residential Lease of Housing Unit or a portion of the Tribe's Trust Land.
- P. "Lessor" means Table Mountain Rancheria and any entity of the Tribe, including Section 17 Corporations.
- Q. "LTRO" means the Land Titles and Records Office of the BIA.
- R. "Mortgage" means a lien on a Leasehold Estate approved by the Tribal Council and given to secure advances on a loan to purchase, construct, refinance or renovate a Housing Unit or improvement, and may refer to both a security instrument creating a lien, whether called a mortgage, deed of trust, security deed or by any other term, as well as the credit instrument or note secured thereby.
- S. "Mortgagee" means any person, entity or governmental agency which lends under a Leasehold Mortgage, and includes any Designated Assignee, approved by the Tribal Council.
- T. "Mortgagor" means Table Mountain Rancheria or any person or entity who has executed a Leasehold Mortgage approved by the Tribal Council.
- U. "Permanent Improvements" means buildings and other structures; as well as

associated infrastructure, attached to the Leased Premises.

- V. "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.
- W. "Rent" means the money to be paid or consideration to be given by the Lessee under a Residential Lease.
- X. "Residential Lease" means a written contract between the Tribe and a Lessee, whereby the Lessee is granted a right to possess a designated portion of Tribal Trust Land for residential purposes in accordance with the lease's terms.
- Y. "Secretary" means the Secretary of Interior, U.S. Department of Interior, or authorized representative or designee.
- Z. "Significant Effect on the Environment" means a substantial adverse change to the environment consistent with this Regulation, including land, air, water, minerals, flora, fauna, ambient noise, cultural, and objects or areas of historic, cultural, or aesthetic significance.
- AA. "Sublease" means a written agreement by which the Lessee grants a right of possession to an individual or entity, no greater than that held by the Lessee under a Residential Lease that has been approved by the Tribal Council.
- BB. "Sublessee" means a Tribal Member of Table Mountain Rancheria to whom the Tribe's Trust Land is subleased under a Sublease approved by the Tribal Council.
- CC. "Tribal Environmental Manager" or "Environmental Manager" means the individual from the Tribe's Environmental Department with the responsibility and/or supervision over the Tribe's Environmental Department and/or the Tribe's Environmental Protection responsibilities for implementing the provisions of the Regulation.
- DD. "Tribal Environmental Review" (TER) means the process required by these Regulations to determine whether a Residential Lease will have a Significant Effect on the Environment.
- EE. "Tribal Historic Resources Specialist" or "Historic Resources Specialist" means the individual responsible for designing, implementing and operating the Tribe's Cultural and Historic Programs, which includes researching, advising and executing the Tribe's policies on matters of historical and cultural significance of materials, places and events.
- FF. "Tribal Law" means the procedural and substantive laws, rules, regulations and ordinances adopted by the Tribe pursuant to the authority vested in the Tribe by its sovereign and inherent powers of self-government.

- GG. "Tribal Representative(s)" means the representative of the Tribe lawfully selected by the Tribal Council.
- HH. "Tribal Trust Land" means the lands possessed by the Tribe within the exterior boundaries of Table Mountain Rancheria that are held in trust or restricted status by the United States for the benefit of the Tribe.
- II. "Trust or restricted status" means:
- (1) That the United States holds title to the track in trusts for the benefit of the Tribe; or
  - (2) That the Tribe holds title to the track, but can alienate or encumber it only with the approval of the United States because of the limitations in the conveyance instrument under Federal law or limitations in Federal law
- JJ. "Tribe" or "Tribal Nation" means Table Mountain Rancheria.

## **Article II – Residential Lease Requirement**

### **2.1 Lease Authorization**

- A. All Residential Leases on or within the Tribe's Trust Lands shall be in compliance with the Tribe's Trust Land Residential Lease Regulations and shall require authorization by the Tribal Council.
- B. All Residential Leases shall be signed on by the Tribal Council or the Tribal Council's designee.
- C. Any Residential Lease that is authorized and executed under this Article shall refer to these Tribal Trust Land Residential Lease Regulations and shall be executed in accordance with these Regulations.
- D. To be considered for execution by the Tribal Council or its designee shall:
  - (1) Draft Residential Lease that contains the minimum provisions identified in Article II(2) of these Regulations and meets all other applicable requirements of these Regulations, and such lease shall be prepared and presented to the Tribal Council or its designee for review; and
  - (2) Have the Environmental Manager complete the Tribe's Environmental Review Process by issuing a Determination of Significant Effect or issuing a Determination of Categorical Exclusion.

- E. Unless Tribal Law states otherwise all decisions and determinations made by the Tribal Council or its designee pursuant to these Regulations, or other Tribal employee authorized to make decisions under this Regulation, shall be final and non-appealable.

## **2.2 Minimum Provisions**

All Residential Leases shall be in writing, and at the minimum, shall contain the following:

- A. A description of the tract or parcel of the Tribe's Trust Land being leased or on which a Housing Unit is located, with a legal description in the form and substance that is sufficient to determine its location and meet recording requirements for the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over the Lease Premises;
- B. The purpose of the Residential Lease and authorized uses of the Lease Premises;
- C. The parties to the Residential Lease;
- D. The effective date of the Residential Lease;
- E. The term of the Residential Lease in accordance with this Regulation;
- F. Identification of the general type and location of any Permanent Improvements and of the responsible party for constructing, owning, operating, maintain and managing and Permanent Improvements, in accordance with these Regulations;
- G. Rent and/or other forms of acceptable payment permitted under this Regulation, including rent payment due dates, payee and places of payment, obligations or any other interest in accordance with these Regulations. Acceptable forms of payment includes money order, personal checks, certified checks, cashier checks or third-party checks only from financial institutions or Federal agencies. Cash and/or foreign currency will not be accepted;
- H. A requirement that the Lessee stop all ground disturbance activities and notify the Tribe's Cultural Department, Historic Resources Specialist and the Tribal Council if historic, archeological, human remains or items of cultural or religious significance to the Tribe are encountered during occupation of the Leased Premises or construction of Permanent Improvement to the Lease Premises;
- I. Provisions addressing (a) events constituting defaults of the Lessee and remedies of the Lessor for the Lessee's defaults, (b) interest on any late rental payment; as well as any penalties to be charged if the Lessee fails to make payment in the manner proscribed in the Lease or fails to fulfil any other obligations under the Lease, (c) enforcement of the Residential Lease; (d) insurance and/or bond requirements, if any, and (e) a right of the Lessor to regain possession and pursue

appropriate remedies if the Lessee continues to occupy the Leased Premises after expiration or termination of the Residential Lease without authorization;

- J. An obligation of the Lessee to comply with all applicable laws, including all Tribal Laws, rules and regulations; as well as, an obligation that the Lessee not allow or permit any unlawful conduct, the creation of a nuisance, illegal activity, or negligent use or waste of the leased premises.
- K. The obligation to:
  - (1) hold the United States and the Tribe harmless from any loss, liability, or damages resulting from the lessee's use or occupation of the leased premises; and
  - (2) indemnify the United States and the Tribe against all liabilities or costs relating to use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous materials from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Tribe for liability or cost arising from the Tribe's negligence or willful misconduct.
- L. A provision that the obligations of the lessee or its sureties to the Tribe are also enforceable by the United States, so long as the land remains in trust or restricted status.
- M. If the Lease Premises are within an Indian irrigation project or drainage district, the lessee must pay all operation and maintenance charges that accrue during the lease term, as may be these amounts to the appropriate office in charge of the irrigation project or drainage district. The Tribe will treat the failure to make these payments as a violation of the lease.

### **2.3 Duration**

The term of a Residential Lease shall not exceed seventy-five (75) years. If the Residential Lease is for less than the maximum term set forth above, and provides for an option to renew the lease, then the lease must specify:

- (1) The time and manner in which the option must be exercised or is automatically effective;
- (2) Confirmation that the renewal will be submitted to the tribe, unless the lease provides for an automatic renewal;
- (3) Whether the Tribe's consent to the renewal as required;
- (4) that the Lessee must provide notice of renewal to the tribe and any mortgagees;

(5) 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

(6) any other conditions for renewal required by the Tribe.

## **2.4 Rent, Payments and Obligations**

A. The Rent to be paid or other enumeration or obligations required by the Lease shall be determined by the Tribal Council or its designee based on the best interest of the Tribe. The Tribe shall submit documentation of the lease payments of a lease issued under this Regulation that are sufficient to enable the Secretary to discharge the trust responsibility of the United States in accordance with the HEARTH Act.

B. Residential Leases shall be for Tribal Member housing purposes only which shall be subject to periodic review by the Tribal Council. Rent or other enumerations or obligations may be adjusted or modified by the Tribal Council or its designee in compliance with this Regulation, which terms and provision for such adjustment or modification, and the dispute thereof, shall be spelled out in the Lease.

C. The Tribal Council or its designee may waive the review under this section if the Tribal Council determines that doing so is in the best interest of the Tribe.

## **2.5 Improvements**

A. The Lessee may construct Permanent Improvements on the Lease Premises on the terms, conditions and restrictions specified in the Residential Lease.

B. Where a Residential Lease permit the construction of Permanent Improvements on the Leased Premises, the Residential Lease shall address and, to the extent and in the manner deemed appropriate by the Tribal Council or it designee, specific terms and condition described below relating to the Permanent Improvement and such other documents that are required to be supplied by the lease, which may include, but not be limited to:

(1) Requested plan documents that describes the type and location of any improvements to be built by the Lessee;

(2) The Lessee's due diligence obligations to complete the improvements, subject to default under the Residential Lease;

(3) Ownership of the improvements and procedures for any transfer of ownership during the term of the Residential Lease;

(4) The obligation for the operation, maintenance, removal and management

of the improvements;

- (5) Requirement for reasonable notice to and permission from the Tribe of any proposed construction or improvement not described in the Residential Lease;
- (6) Whether the improvements will remain on or be removed from the Leased Premises upon termination or expiration of the Residential Lease, and if the improvements are to be removed, the Lessee's obligations, if any, regarding the time for removal of the improvements and obligation to restore the Leased Premises to its original pre-leased condition as closely as possible before the construction of the improvements;
- (7) The option of the Tribe to waive the Lessee's obligation to remove the improvements and the Tribe's right to claim and take possession of the improvements; and
- (8) Any other requirement set forth in this Regulation or applicable federal law.

## **2.6 Assignment**

- A. An Assignment of a Residential Lease shall require the written authorization of the Tribal Council, which may be given or withheld upon consideration of the Tribe's best interest, provided, however, that no Assignment shall occur, and the Tribal Council shall not consent to an Assignment, unless:
  - (1) The assignee is a Tribal Member of Table Mountain Rancheria;
  - (2) There is no event of default under the Residential Lease or violation of these Regulations;
  - (3) Any restrictions and use limitations relating to the use of the Lease Premises shall continue to apply to any assignee;
  - (4) The assignee agrees in writing to comply with applicable laws, including the Tribe's laws, rules and regulations;
  - (5) The assignee, if other than an approved Mortgagee of the Leasehold Estate, agrees in writing to assume all of the obligations and conditions of the Residential Lease;
  - (6) The Lessee shall be relieved and release from its obligations under the Residential Lease; and
  - (7) Any Mortgage or Surety of the Lessee has been notified and has consented, as may be required under relevant mortgage documentation.

## **2.7 Amendment**

- A. Amendment of a Residential Lease shall require the written authorization of the Tribal Council, which may be given or withheld upon consideration of the Tribe's best interest.
- B. Any proposed amendment of a Residential Lease shall be subject to the same requirements set forth in these Regulations as are applicable to a Residential Lease.

## **2.8 Leasehold Mortgages**

- A. A Leasehold Mortgage of any leasehold interest shall require the written authorization of the Tribal Council, which may be given or withheld upon consideration of the Tribe's best interest.
- B. The Residential Lease may authorize, subject to Article II 2.8(A), Leasehold Mortgage of the leasehold interest and must state the law governing foreclosure, and may set forth additional terms and conditions applicable to an authorized Leasehold Mortgage.

## **2.9 Choice of Law**

All Residential Leases shall be governed by and construed in accordance with Table Mountain Rancheria's Laws, Regulations, Customs and Practices and applicable federal law.

## **Article III – Subleases**

### **3.1 Minimum Requirements**

All Subleases, at a minimum, shall contain the following:

- A. A description of the Leased Premises in accordance with these Regulations;
- B. The authorized uses of the Leased Premises, which shall be consistent with all use limitations and restrictions under the Residential Lease;
- C. The parties to the Sublease who must be a Tribal Member of Table Mountain Rancheria;
- D. The effective date of the Sublease;
- E. The terms of the Sublease in accordance with these Regulations;

- F. Identification of the general type and location of any Permanent Improvements and of the responsible party for constructing, owning, operating, maintaining, removing and managing any Permanent Improvements, in accordance with these Regulations;
- G. The acceptable form of payment, rent and other obligations or payment requirements, including rent payment due dates, payee, place of payment, any interest due in accordance with these Regulations. Acceptable forms of payment includes money order, personal checks, certified checks, cashier checks or third-party checks only from financial institutions or Federal agencies, but does not include cash and/or foreign currency; and
- H. An Obligation of the Sublessee to comply with all applicable laws, including the Tribe's Laws, rules and regulations.

### **3.2 Authorization**

All Subleases shall require the authorization of the Tribal Council, which may be obtained by:

- A. Receiving written authorization of the Tribal Council, which may be given or withheld upon consideration of the Tribe's best interest; or
- B. Satisfying the requirements of this Regulation, subject to verification by the Tribal Council;
- C. The Sublease meets the minimum requirements of Article III of these Regulations;
- D. There exists no event of default under the Residential Lease or violation of these Regulations;
- E. The Lessee shall not be relieved or released from any of its obligations under the Residential Lease; and
- F. Any Mortgage or Surety of the Lessee has been notified and has consented, as may be required under relevant Mortgage documentation.

## **Article IV – Enforcement**

### **4.1 Enforcement by the Tribe and the Federal Government**

- A. The Tribal Council or its designee shall have the powers and authorities necessary to enforce the terms of a Residential Lease or Sublease, and to exercise all such rights of the Lessor relating to Enforcement and

compliance by the Lessee with the Residential Lease and of the Lessee relating to enforcement and compliance by the Sublessee and Residential Lease, as applicable.

- B. The Secretary or a representative of the Bureau of Indian Affairs ("BIA") may, at their discretion, exercise the right, at any reasonable time during the term of the lease and upon reasonable notice, to enter the leased premises for inspection and to ensure compliance.

## **4.2 Enforcement Procedures**

For purposes of this Article IV, the term "Lessee" shall also include a Sublessee or Assignee, if a Lessor has subleased or assigned a Lease.

A. Grounds of Eviction. A Lessee may be evicted for:

- (1) Nonpayment of rent under the Lease when such payments are not made after ten (10) calendar days of the date of payment set forth in the Lease, or ten (10) calendar days of the first day of the month in a month-to-month tenancy.
- (2) The failure to fulfill the obligations called for under the lease.
- (3) Any arrearage in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more. The receipt by a Lessor or partial payment under a Lease shall not excuse the payment of any balance due upon demand.
- (4) Nuisance, damage or destruction of property, injury to a person, or disturbance of peace of other Lessees or the Tribal Nation.
- (5) Violation of this Regulation or any law, rule or other regulation adopted by the Tribal Council pursuant to this Regulation.
- (6) Noncompliance with any Tribal building, health or safety code or such other Tribal Laws, rules, regulations or requirements required for the building on the Tribe's Trust Land.
- (7) Occupation of any Lease Premises without permission or agreement, following any reasonable demand by a person in authority over the Leased Premises to leave.
- (8) Failure to comply with any term in the Lease which does not conflict with the provisions of these Regulations.

## B. Notice to Quit Requirements

- (1) When Notice to Quit is Required. When a Lessor desires to obtain possession of Lease Premises, and when there exists one or more legally cognizable reason to evict a Lessee from the Leased Premises, the Lessor shall give written notice to the Lessee to quit possession of such Lease Premises.
- (2) Statement of Grounds for Eviction Required. The notice to quit shall be addressed to the known Lessee of the Leased Premises and shall state the reason(s) for termination of the Lease and the date by which the Lessee is required to quit possession.
- (3) Form of Notice.
- (4) Time Requirement for Notice. The notice must be delivered within the following periods of time:
  - (a) No less than seven (7) calendar days prior to the date to quit specified in the notice for any failure to pay rent, payment or other obligation required by the Lease.
  - (b) No less than five (5) calendar days prior to the date to quit specified in the notice of nuisance, serious damage to property, continued violation of this Regulation or Tribal Law. In situations in which there is an emergency, such as a fire or a condition which makes the Lease Premises unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety the notice may be made in a period of time which is reasonable under the circumstances.
  - (c) No less than fourteen (14) calendar days in all other situations.

## C. Serving the Notice to Quit.

- (1) Any notice to quit must be in writing and must be delivered to the Lessee by (1) a law enforcement officer of the Tribe, or (2) any person, not a party to the action over the age of 18 years.
- (2) Delivery will be effective when it is:
  - (a) Personally delivered to the Lessee; or
  - (b) Personally delivered to an adult living in the Lease Premises with a copy delivered by certified mail to the Lessee.

- (3) If the notice cannot be given by means of personal delivery, or the Lessee cannot be found, the notice may be delivered by means of:
  - (a) Certified mail, return receipt requested, at the last known address of the Lessee, or
  - (b) Securing a copy of the notice to the main entry door of the Leased Premises in such a manner that it is not likely to blow away, posting a copy of the notice in some public place near the Leased Premises, including at the Tribal Government Office, or other commonly – frequented Tribal facility, and sending a copy first class mail, postage prepaid, addressed to the Lessee at the Leased Premises or to the mailing address that the Lessee provided to the Tribal Government Office.
  - (c) The person serving the notice must return the proof of service to the Lessor.

#### D. Pre-Eviction Options.

- (1) **Negotiated Settlement.** After a Notice to Quit is served upon a Lessee, the Lessor and Lessee may engage in discussions to settle the issues between the parties and avoid an eviction proceeding.
- (2) **Stay of Proceedings.** Where the parties mutually agree in good faith to proceed with such discussions, and formal eviction procedures have been initiated, upon notice, the Tribal Council can stay such proceedings until notified that a hearing is required or that a settlement has been reached.
- (3) **Settlement Options.** In reaching an agreement, the parties may consider, but are not limited to the following options.
  - (a) The parties may employ the use of advocates or attorneys;
  - (b) The parties may employ the use of a peacemaker or mediator;
  - (c) The parties may agree to dismiss the matter in exchange for any agreement reached;
  - (d) The parties may agree to stipulate to a judgment to be entered by the Tribal Council.
- (4) **Judicial Eviction.** If, after the expiration date set forth in the notice to quit the Lessee has not quit possession of the Leased Premises, the Lessor may file a complaint to the Tribal Council who will act as the Tribe's Judicial/Tribal Court and/or Tribunal.

## **Article V – Environmental Review Process**

### **5.1 General**

A residential Lease on, or within the Tribe's Trust Land shall not be executed until the Environmental Department or Manager completes the Tribe's Environmental Review Process by issuing a Determination of Significant Effect or issuing a Determination of Categorical Exclusion.

### **5.2 Categorically Excluded Activities**

- A. The following activities have been determined not to have a Significant Effect on the Environment and therefore constitutes Categorically Excluded Activities:
- (1) Authorization of Lease for residential use of an existing Housing Unit its associated improvements, access roads and utilities;
  - (2) Authorization of a Lease for five (5) acres or less of contiguous Tribal Trust Land for the construction of a Housing Unit of one to four dwellings units, including any associated improvements, access roads and utilities; and
  - (3) Authorized Subleases where the activities authorized under the original Residential Lease will not materially change.
- B. Where the Environmental Department or Manager determines that a proposed Residential Lease constitutes a Categorically Excluded Activity, the Environmental Department or Manager shall draft and deliver to the Tribal Council a report substantiating its Determination of Categorical Exclusion under this Regulation or tribal law.
- C. Notwithstanding this Article, the Tribe's Environmental Department or Manager shall follow the procedures set forth in this Regulation if he or she determines that extraordinary circumstances exist under which the residential use of the proposed Lease Premises may, individually or cumulatively have a Significant Effect on the Environment.

### **5.3 Nation Environmental Review Process**

- A. The Environmental Department or Manager shall be responsible for conducting any required environmental assessment that may be required under this Regulation, tribal law and applicable federal law. Any Environmental Assessment Report ("EAR") prepared under this Regulation must be conducted pursuant to this Regulation, tribal law and applicable federal law in order to identify and evaluate whether a proposed Residential Lease would have a Significant Effect on the Environment

- B. With respect to any Residential Lease for which an EAR is required under this Regulation, an Applicant shall provide such information and documentation requested by the Tribe's Environmental Department or Manager, and the Tribe's Cultural Resource Department.
- C. With respect to any Residential Lease for which an EAR is required under this Regulation to determine whether the Residential Lease will have a significant effect on the Environment, the Cultural Department shall be responsible for undertaking, at the expense of the Applicant, any archeological review or surveys required for the Cultural Department to prepare a Historic/Cultural Determination.

#### **5.4 Notice of Completion of EAR and Public Comment**

- A. With respect to any Residential Lease for which an EAR is required under this Article, upon a determination by the Environmental Department or Manager that the Applicant has submitted all requested information and documentation to properly completed EAR, the Environmental Department or Manager shall prepare a Notice of EAR Completion, which shall include all of the following:
  - (1) A brief description of the proposed Residential Lease;
  - (2) The proposed location of the Residential Lease;
  - (3) A location where the EAR is available for Public Review; and
  - (4) Notice of a period of at least fifteen (15) days during which the Environmental Department or Manager will accept written comment by the Public on any Significant Effects on the Environment arising as a result of the proposed Residential Lease.
- B. The Environmental Manager shall publish the Notice of EAR Completion in any regularly issued newspaper or periodical that is available to the Public or shall post the Notice of EAR's Completion on the Tribe's publicly accessible website and at the Tribe's government office to ensure that the Public is sufficiently informed of the Notice of EAR's Completion.

#### **5.5 Conclusion of Environmental Review Process**

- A. With respect to any Residential Lease for which a EAR is required under this Regulation, the Environmental Department or Manager shall prepare, or cause the Applicant to prepare, responses to written comments by the Public addressing Significant Effects on the Environment arising as a result of the proposed Residential Site Lease. Responses to comments submitted to the Tribe shall be provided to the person or entity submitting the comment not less than forty-five (45) days of the receipt of the comment and will be made available to the public on

the Tribe's publicly accessible website.

- B. The Environmental Department or Manager shall issue a Determination of Significant Effect for the proposed Residential Lease and proposed mitigation measures, which shall:
  - (1) Include a statement that the environmental assessment process was properly followed;
  - (2) Identify any Significant Effects on the Environment;
  - (3) Proposed mitigation measures;
  - (4) Include the Cultural Department Determination; and
  - (5) Include responses to Public comments.
- C. The Environmental Department or Manager shall provide the Determination of Significant Effect and proposed mitigation measures to the Tribal Council or its designee.

## **Article VI – Records**

### **6.1 Recordation**

- A. Residential Leases, Subleases, Assignments, Leasehold Mortgages, and amendments shall be recorded with:

Table Mountain Rancheria Tribal Government Office  
23736 Sky Harbour Road  
P.O. Box 410  
Friant, California 93626

- B. Pursuant to the current practices of the Bureau of Indian Affairs Pacific Region, a copy of all recorded Residential Leases, Subleases, Assignment, Leasehold Mortgages and amendments shall be sent to the Bureau of Indian Affairs Land Titles and Records Office, Central California Agency.

### **6.2 Ownership of Records**

Records of activities undertaken pursuant to these Regulations are the property of Table Mountain Rancheria.

## **Article VII – Miscellaneous Provisions**

### **7.1 Secretarial Action**

- A. No Residential Lease shall be authorized under these Regulations until the Secretary of Interior has approved these Regulations. All substantive amendments to these Regulations must be submitted to and approved by the Secretary of Interior.
  
- B. After the Secretary approves these Regulations, all Residential Leases, Subleases, Assignments, and Leasehold Mortgages that are authorized and executed in accordance with these Regulations shall be effective without federal approval, unless the Secretary rescinds approval of these Regulations and reassumes responsibility for such approval.

### **7.2 Sovereign Immunity Preserved**

By enacting this Regulation, the Tribe does not waive in any respect its sovereign immunity, or that of its tribal government, its officers or agents in any manner, under any law, for any purpose, or in any place. This Regulation does not create any right, cause of action or benefit enforceable at law or in equity by any person against Table Mountain Rancheria, its officers, agents, employees or any other person acting on the Tribe's behalf.