



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

**APPROVAL OF**

**CONFEDERATED TRIBES OF THE GRAND RONDE  
COMMUNITY OF OREGON  
LEASING ORDINANCE**

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The attached Leasing Ordinance, submitted by the Confederated Tribes of the Grand Ronde Community of Oregon (listed in the Federal Register, Vol. 86, No. 18 FR 7555 (January 29, 2021) as the Confederated Tribes of the Grand Ronde Community of Oregon), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 22 pages and adopted by the Grand Ronde Tribal Council on June 16, 2021, is hereby approved.

Dated: JAN 24 2022

Bryan Newland  
Assistant Secretary – Indian Affairs  
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8



DATE ORIGINALLY ADOPTED:  
SUBJECT: General Government  
DATES AMENDED:  
RESOLUTIONS:

**THE CONFEDERATED TRIBES OF THE  
GRAND RONDE COMMUNITY OF OREGON**

**CHAPTER 113  
LEASING ORDINANCE**

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**THE CONFEDERATED TRIBES OF THE  
GRAND RONDE COMMUNITY OF OREGON**

**Chapter 113  
Leasing Ordinance**

(a) **AUTHORITY AND PURPOSE.**

(1) **Authority.** Pursuant to the provisions of Article III, Section 1 of the Grand Ronde Tribal Constitution, the Tribal Council has all legislative authority except that expressly vested in the General Council.

(2) **Purpose.** The purpose of this Ordinance is to implement the Helping Expedite and Advance Responsible Tribal Homeownership Act of 2012 ("HEARTH Act"), 25 U.S.C. § 415(h), an amendment to the Indian Long-Term Leasing Act of 1955, and establish procedures by which the Tribe can lease its trust lands for business, residential, recreational, religious, or educational purposes.

(b) **APPLICABILITY.** This Ordinance applies to all Tribal Trust Land under the jurisdiction of the Tribe. This Ordinance governs business leases, public/religious/recreational leases, and residential leases as well as permits of Tribal Trust Land. All leases and permits must be approved by the Tribal Lands Department. This Ordinance only applies to Tribal Trust Land and does not apply to lands the Tribe holds in fee, individual Indian land, fractionated interests or mineral leases.

(c) **DEFINITIONS.**

(1) **Assignment.** 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.

(2) **Bureau of Indian Affairs ("BIA").** The Bureau of Indian Affairs; an agency of the federal government of the United States within the U.S. Department of the Interior.

(3) **Business Plan.** A document which provides, at a minimum a business description and structure of ownership, and summarizes business objectives, market and competition, products and services, and financial projections.

(4) **Economic Development Reviewer.** The position designated by the Tribe to review Business Plan and make determinations in accordance with this Ordinance.

(5) **Fair Annual Lease Value.** The annual amount a Lessee shall pay the Tribe, as determined by the procedures set forth in this Ordinance.

- (6) General Manager. The position established under Tribal law to carry out the executive functions of Tribal Council for continuity in the management and oversight of Tribal operations.
- (7) Grand Ronde Housing Department. The Housing Department of the Confederated Tribes of the Grand Ronde Community of Oregon.
- (8) Lease. A written contract between the Tribe and a Lessee, whereby the Lessee is granted a right to possess Tribal Trust Land or a Residential Unit on Tribal Trust Land, for a specified purpose and duration. The Lessee's right to possess will limit the Tribe's right to possess the leased premises only to the extent provided in the Lease.
- (9) Leasehold Mortgage. 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.
- (10) Lessee. An individual or organization who has duly entered into an approved lease with the Tribe.
- (11) Lessor. The Tribe.
- (12) Permit. A written contract between the Tribe and a Permittee, whereby the Permittee is granted temporary non-exclusive permission to use or occupy a designated part of Tribal Trust Land or facility located on Tribal Trust Land.
- (13) Permittee. An individual or organization who has duly entered into an approved Permit with the Tribe.
- (14) Land Titles and Records Office ("LTRO"). The Land Titles and Records Office of the BIA with administrative jurisdiction over Tribal Trust Lands.
- (15) Public for the Purposes of Environmental Review. Enrolled Tribal members, individuals who live or work on land immediately adjacent to Lease premises subject to environmental review and/or business entities or other institutions that are located on land immediately adjacent to Lease premises subject to environmental review that have a definable, concrete interest that may be reasonably be affected.
- (16) Significant Effects on the Environment. Negative and significant effects on the environment, including air, water, land, minerals, flora, fauna, ambient noise or cultural resources, which are likely to occur.
- (17) Sublease. A written agreement by which a Lessee grants to an individual or entity a right to possession no greater than that held by the Lessee under a Lease.
- (18) Tribal Trust Land. Any tract in which the surface estate is owned by the Tribe in trust or restricted status, and includes such lands reserved for BIA administrative

purposes. The term also includes the surface estate of lands held by the United States in trust for the Tribe.

(19) Tribal Lands Department. The Tribal Lands Department of the Confederated Tribes of Grand Ronde.

(20) Tribe. The Confederated Tribes of the Grand Ronde Community of Oregon.

(21) Trust or Restricted Land. Any tract held in trust or restricted status.

(22) Trust or Restricted Status. Trust or Restricted Status means:

(A) The United States holds title to the tract in trust for the benefit of the Tribe; or

(B) The Tribe 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.

(d) LEASE OR PERMIT REQUIREMENT. A Lease is needed if an entity other than the Tribe gains a legal interest in Tribal Trust Land for a period longer than one year. Permits may be granted to external entities for temporary and non-exclusive use of Tribal Trust Land for a period of one year or less.

(e) TYPES AND TERMS.

(1) Business Leases include both ground Leases (undeveloped land) and Leases of developed land (together with the permanent improvements thereon) on Tribal Trust Land for commercial or industrial purposes including retail, office, manufacturing, storage, biomass, waste-to-energy, or other business purposes or any mixed-use projects that include a business purpose. Business Leases may be authorized for a term of up to 25 years with an option to renew for up to two additional 25-year terms.

(2) Public/Religious/Recreational Leases include both ground Leases (undeveloped land) and Leases of developed land (together with the permanent improvements thereon) on Tribal Trust Land for any public, religious, or recreational purpose as designated by the Tribe. Public/Religious/Recreational Leases may be authorized for a term of up to 75 years.

(3) Residential Leases include both Residential Unit Leases and Residential Lot Leases on Tribal Trust Land for housing purposes. Residential Leases may be authorized for a term of up to 75 years.

(4) Permits may be issued for any temporary and non-exclusive use of Tribal Trust Land or Tribal facilities located on Tribal Trust Land for a period of one year or less.

(f) APPLYING FOR A NON-RESIDENTIAL LEASE.

(1) Application. Any party interested in pursuing a Lease of Tribal Trust Lands must complete an application provided by the Tribal Lands Department. The application must include, at a minimum, the following supporting materials:

(A) Name, address, and contact information of the applicant. If the applicant is a business or non-profit entity, information verifying applicant's entity status and authority must also be included.

(B) Statement of purpose of the Lease.

(C) Site description and/or site requirements (acreage, utilities, infrastructure, and other desired attributes).

(D) Proposed term.

(2) Initial Review. The Tribal Lands Department will review the application and determine whether there are any restrictions or prohibitions that would prevent the Lease from moving forward. If there are significant concerns apparent on the face of the application, the Tribal Lands Department will present those concerns to the applicant and confirm whether the applicant would like to proceed. If the Lease application appears feasible, the Tribal Lands Department will present the application to Tribal Council for its determination on whether to proceed. If an authorization to proceed is obtained, the Tribal Lands Department will perform a full application review pursuant to Subsection 3 below. If Tribal Council does not authorize proceeding with the Lease, the Tribal Lands Department will deny the application and notify applicant.

(3) Application Review/Completion of Application. The Tribal Lands Department will fully review the application and request the following information if applicable to the transaction. The application will not be considered complete until requested information has been provided; which shall include, at a minimum and as applicable, the listed information below. Additionally, the Tribal Lands Department may request additional information to supplement or clarify the application materials.

(A) Proposed site plan and, if construction is contemplated, construction plans or designs.

(B) Additionally, for Business Leases:

(i) Business Plan, and

(ii) Appraisal, at applicant's cost, performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or commonly accepted method of appraisal, which among other things determines the Fair Annual Lease Value. Applicant must have the

appraiser and methodology approved by the Tribal Lands Department in order for the appraisal to be accepted by the Tribe. The following data shall be utilized in the appraisal: improvement cost; replacement cost; earning capacity; and sales and lease data of comparable sites or by similar methodology.

(C) Additionally, for Public, Religious or Recreational Leases: Operations Plan.

(g) APPLYING FOR A RESIDENTIAL LEASE.

(1) Application. Any party interested in pursuing a Residential Lease must complete the necessary processes as set forth by the Grand Ronde Housing Department, in accordance with the Grand Ronde Tribal Housing Ordinance. At a minimum, the application must include name, address, and contact information of the applicant and all other information necessary to complete the eligibility review conducted by the Grand Ronde Housing Department.

(2) Following successful completion of the application and eligibility processes, the Grand Ronde Housing Department, in conjunction with the Tribal Lands Department, will prepare a Lease for the approved tenant in the Tribal Lands Department template and forward to the Tribal Lands Department for processing.

(h) LEASE PROCESSING.

(1) Reviews and Determinations.

(A) *Environmental Review.* Once a Lease application is complete, the Tribal Lands Department will submit a Lease package, including all supporting documentation, for environmental review in accordance with Section (n) below and applicable Tribal law.

(B) *Business Plan Review.* If an applicant is seeking a Business Lease, the Tribal Lands Department will submit the Business Plan and related documents to the designated Economic Development Reviewer for determination.

(C) *Operations Plan Review.* If an applicant is seeking a Public, Religious or Recreational Lease, the Tribal Lands Department will submit the Operations Plan and related documents to the General Manager to be considered as part of the rent determination.

(D) *Residential Lease Review.* If an applicant is seeking a Residential Lease, the Tribal Lands Department will confirm that the Grand Ronde Housing Department has completed applicant eligibility and any other required determinations and confirm that the Lease was prepared on the approved template.

(E) *Site Plan and Construction Design Review.* If a Lease involves construction of any improvements, the Tribal Lands Department will submit these documents to the Tribal Engineer and/or Building Official for review and determination as circumstances require.

(2) Lease Valuation/Rental Amounts. Once internal reviews are complete and final determinations have been issued, the Tribal Lands Department will proceed to determining the rent as set forth below. The Tribal Lands Department shall keep written records of the basis used in determining the Fair Annual Lease Value as well as the basis for adjustments. These records shall be presented to the Lessee for its review and acceptance or non-acceptance and included in the Lease file.

(A) *Business Leases.* The Tribal Lands Department shall review the appraisal to determine whether it meets the requirements set forth in Section (f)(3)(B)(ii) above.

(i) Fair Annual Lease Value and Rate Structure.

a. No Lease shall be approved for less than the present Fair Annual Lease Value set forth in the appraisal, except as follows:

1. The Lease is in the development period;
2. The Tribe is providing an incentive for a business to locate on the Tribe's land and must provide Lease concessions, Lease improvement credits, or Lease abatements to attract such businesses; or
3. The Tribe determines such action is in the best interest of the Tribe.

b. A Lease may be structured at a flat Lease rate.

c. A Lease may be structured as a flat Lease rate plus a percentage of gross receipts if the Lessee is a business located in a shopping center or mall or the Lessee generates more than \$1,000,000 annually in gross receipts.

d. A Lease may be structured based on a percentage of gross receipts or based on a market indicator.

e. The Lease may provide for periodic review and such review may give consideration to the economic conditions, exclusive of improvement or development required by the contract or the contribution value of such improvements.



f. Leases may be structured to allow for Lease rate adjustments. The Lease shall specify how adjustments will be made, who will make such adjustments, when adjustments will go into effect, and how disputes shall be resolved.

(B) *Public/Religious/Recreational*. The rental amount and rate structure for each public, religious and recreational Lease shall be approved by Tribal Council.

(C) *Residential*. The rental amount and rate structure for both Residential Unit Leases and Residential Lot Leases shall be determined in accordance with the Grand Ronde Housing Department's procedures.

(3) Preparation of Lease.

(A) *Residential Leases*. The Tribal Lands Department will prepare a Lease, which shall include the general provisions provided in Subsection (C) below and must comply with applicable Tribal law. Leases for Native American Housing Assistance and Self-Determination Act ("NAHASDA") assisted residential units must meet the requirements and implementing regulations of that act.

(B) *Non-Residential Leases*. The Tribal Lands Department will prepare a Lease that includes at a minimum the general provisions provided in Subsection (C) below.

(C) *Mandatory General Provisions.*

(i) Describe the tract or parcel of the Tribe's land or building that is being leased with reference to a public or private survey plan, if available, in terms sufficient to determine the location. Descriptions must be of sufficient detail to meet recording requirements of the LTRO.

(ii) State the purpose of the Lease and authorized uses of the premises.

(iii) Identify the parties to the Lease.

(iv) State the effective date and term of the Lease, which shall not exceed the term as noted in Section (e) Types and Terms. The Lessee shall notify in writing the Tribal Lands Department of the intent to apply for a new Lease at least ninety (90) days before such Lease is due to expire.

(v) If the Lease provides an option to renew, it must specify the manner in which the option becomes effective including (1) if it is automatically effective, (2) any consideration that will be due upon the option to renew, and (3) any other requirements for renewal.

(vi) All Leases contemplating construction of improvements shall require the Lessee to exercise due diligence and best efforts to complete construction of any improvements within a reasonable schedule specified in the Lease. If a Lease authorizes the Lessee to make permanent improvements during the term of the Lease, the Lessee shall identify the general type of each improvement by providing a building plan, construction schedule, the location of the improvement, and the responsibility for constructing, operating, maintaining, and managing the permanent improvements during the Lease term. Improvements to the Premises shall become the property of the Tribe unless otherwise provided for in the Lease. If improvements will be removed, the Lease may specify the maximum time allowed for such removal.

(vii) The Lessee shall be required to provide reasonable notice to the Tribe of the construction of any permanent improvements.

(viii) Specify all rent and payment requirements, including payment due dates, payee, place of payment, and any interest. Payment by cash, check, or authorized bank transfer will be acceptable.

(ix) Rental reviews or adjustments, if permitted. If permitted, the Lease must describe how and when they will be done, when they become effective, and how any disputes regarding adjustments will be resolved.

(x) State the due diligence, performance bond, and insurance requirements that apply, if any.

(xi) State the process for amendment, which shall be in writing, signed by both parties.

(xii) State the process for termination. Additionally, if construction of improvements are contemplated, include the following provision:

Termination of Lease for non-commencement. If utilization of leased premises has not commenced within one (1) year of the execution date of the Lease, the Lease may be terminated. The Tribal Lands Department will notify the Lessee that they have thirty (30) days in which to show utilization of the site. If Lessee does not show utilization of the site within thirty (30) days, the Tribal Lands Department will terminate the Lease unless the General Manager or Tribal Council have directed the Tribal Lands Department to grant an extension.

(xiii) Specify the rate of interest to be charged if the Lessee fails to make payments in a timely manner. The Lease shall identify additional late

payment penalties. Unless the Lease provides otherwise, interest charges and late payment penalties shall apply in the absence of any specific notice to the Lessee from the Tribal Lands Department, and the failure to pay such amount shall be treated as a breach of the Lease.

(xiv) Specify any fees, taxes and assessments associated with the lease premises Lessee is required to satisfy.

(xv) State the governing law, which may include the Tribe's laws and applicable federal statutes and regulations.

(xvi) Require the Lessee to obtain consent of any surety for any legal instrument that directly affects their obligations and liabilities.

(xvii) If the leased premises are within an Indian irrigation drainage project or drainage district, the Lease must include the following provision:

If the leased premises are within an Indian irrigation drainage project or drainage district, except as provided in 25 C.F.R. Part 171, the Lessee must pay all operational 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.

(xviii) Use of Premises. It is herein agreed that during the Lease term that there must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use of waste on the leased premises.

(xix) Violations of Lease. The Lessee must comply with all applicable laws, ordinances, rules and regulations.

(xx) Historic Preservation. Lessee must comply with all the Tribal cultural protection laws. Further, if Lessee discovers, encounters, or becomes aware of any objects or sites of cultural value on the leased premises such as historical or pre-historical ruins, graves or grave markers, fossils or artifacts, Lessee will immediately suspend all operations in the vicinity of the cultural objects or sites and notify the Tribal Historic Preservation Officer ("THPO"). Any activity in the area may not resume until approval to proceed is acquired from the THPO.

(xxi) Inspection of leased premises. The lender, the Secretary pursuant to authority to fulfill the trust obligation of the United States to the Tribe under federal law (including regulations), and the Lessor and their authorized representative shall have the rights, at any reasonable times during the term of a Lease, and with reasonable notice, to enter upon the

leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

(xxii) Inspection of Records. The Lessor and the appropriate agencies may treat any failure by the Lessee to cooperate with a request to make appropriate records, reports, or information available for inspection and duplication as a Lease violation.

(xxiii) Hold Harmless. The Lessee holds the Lessor and the United States of America harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the leased premises.

(xxiv) Hazardous Materials. The Lessee indemnifies the Lessor and the United States of America against all liabilities or costs in relation to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or 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 Lessor for liability or cost arising from the Lessor's negligence or willful misconduct.

(xxv) Improvements. Responsible party for constructing, operating, maintaining, and managing permanent improvements during the term of this Lease.

(xxvi) Insurance.

a. A Lessee shall provide insurance necessary to protect the interests of the Tribe in amounts sufficient to protect all insurable improvements on the leased premises.

b. The insurance may include, but is not limited to, property, liability or casualty, or other insurance as specified in a business Lease.

c. The Tribe and the United States of America must be identified as additional insured parties. The Tribe may waive these requirements if the waiver is in the best interest of the Tribe. The waiver may be revoked at any time if the waiver ceases to be in the Tribe's best interest.

d. Residential Leases shall not be subject to this insurance provision unless determined by Tribal Council to be in the best interests of the Tribe.

(D) *Performance Bond.*

(i) Business Leases.

a. Unless waived in writing by the Tribe in accordance with this Subsection, the Lessee shall obtain a satisfactory performance bond in an amount sufficient to secure the contractual obligations of the Lease. Such bond shall (1) require the Tribe receive written notice at least 60 days before cancellation of the bond and (2) be for the purpose of securing the Lessee's contractual obligations under the Business Site Lease and must guarantee:

1. The annual Lease payment;
2. The estimated development cost of improvements;  
and
3. Any additional amount necessary to ensure compliance with the Lease.

b. The Tribe may waive the bond requirement, or reduce the amount, if in the best interest of the Tribe. The Tribal Lands Department shall maintain written records of waivers and reductions.

c. The performance bond may be in one of the following forms:

1. Certificates of deposit issued by a federally insured financial institution authorized to do business in the United States;
2. Irrevocable letters of credit issued by a federally insured financial institution authorized to do business in the United States;
3. Negotiable treasury securities; or
4. Surety bond issued by a company approved by the U.S. Department of Treasury.

(ii) Public/Religious/Recreational Leases.

a. If the Tribe determines a performance bond is appropriate, follow the procedures as outlined for a business Lease above.

b. The Tribe may waive the bond requirement, or reduce the amount, if in the best interest of the Tribe. The Tribal Lands Department shall maintain written records of waivers and reductions.

(iii) Residential Leases. A performance bond is not required for a Residential Lease.

(E) *Improvements.*

(i) Lessee, at Lessee's expense or as otherwise provided in the Lease, may construct improvements under a Lease if the Lease specifies or provides for the development of:

a. A plan that describes the type and location of any improvements to be built by the Lessee; and

b. A general schedule for construction of improvements.

(ii) Lessee shall provide the Tribe written justification as to the nature of any delay, the anticipated date of construction of the improvements, and evidence of progress toward commencement of construction.

(iii) When requested by the Tribe or otherwise required in the Lease, Lessee shall further provide the Tribe, in writing, an updated schedule for construction.

(iv) Lessee shall be required to comply with all requirements set forth by the Tribal Employment Rights Office in accordance with the Tribal Employment Rights Ordinance, Tribal Code Chapter 604.

(4) Finalization of Lease.

(A) *Residential Leases.* All Residential Unit Leases and Residential Lot Leases submitted in the template format developed by the Tribal Lands Department and containing all necessary information shall be authorized for execution by the Tribal Lands Department as promptly as possible following the Tribal Lands Department's receipt of the prepared Lease. The template Lease, and any substantive changes thereto, shall be approved by Tribal Council resolution. Individual Residential Leases in the form of an approved template shall not require a separate Tribal Council resolution.

(B) *Non-Residential Leases.* All Leases, other than residential, shall be reviewed by the Tribal Lands Department and processed for Tribal Council approval by resolution. Following approval of the resolution, the Tribal Lands Department shall notify parties of the approval and authorize the execution of the

Lease. The Tribal Lands Department will strive to finalize the Lease within 30 days and will notify Lessee if any additional time is required.

(i) CHANGES TO LEASE.

(1) Residential Leases Requiring Tribal Lands Department Approval. All changes to Residential Leases, whether for a unit or lot, in the template format developed by the Tribal Lands Department and containing all necessary information shall be authorized for execution by the Tribal Lands Department as promptly as possible following the Tribal Lands Department's receipt of the prepared amendment. The proposed Lease amendment, and any substantive changes thereto, shall be approved by Tribal Council resolution. Individual Residential Lease Amendment in the form of an approved template shall not require a separate Tribal Council resolution.

(2) Non-Residential Leases.

(A) *Tribal Council Approval Required.* Any change to Lease resulting in an increase in term, or an increase in area or relocation, shall be reviewed by the Tribal Lands Department and processed for Tribal Council approval by resolution. Following approval of the resolution, the Tribal Lands Department shall notify parties of the approval and authorize the execution of document(s) necessary to effect the change.

(B) *Tribal Lands Department Approval Required.* Any change to Lease, aside from those requiring Tribal Council approval as mentioned above, shall require the Tribal Lands Department approval. These changes include, but are not limited to, amendments, assignments, subleases, and leasehold mortgages.

(j) PERMITS.

(1) Each Permit must describe the land being utilized and include:

- (A) Parties to the Permit;
- (B) Term of the Permit;
- (C) Effective date of the Permit;
- (D) Purpose of the Permit and authorized uses of the permitted premises;
- (E) Permit fee, when due, to whom, and in what form of payment;
- (F) When rent/compensation is due;
- (G) Whether late payment charges or special fees apply;

- (H) Whether a performance bond is required;
- (I) Any insurance requirements; and
- (J) Whether there will be Permit fee reviews or adjustments, how and when they will be done, when any adjustments will be effective, and how disputes regarding adjustments will be resolved.

(2) Any Permit with a term longer than 6 months requires approval of Tribal Council by resolution.

(k) RECORDATION OF TRIBAL TRUST LAND LEASES.

(1) The Tribal Lands Department will provide BIA with all Leases and lease documents for recording with the LTRO. Lease documents may include attachments, subleases, amendments, assignments, leasehold mortgages, renewals or terminations, but need not include residential subleases.

(2) The Tribal Lands Department will provide the LTRO with a survey or map of any subdivisions that are necessary to properly record encumbrances upon Tribal Trust Land.

(l) AUTHORITY OF THE SECRETARY.

(1) For all Leases executed pursuant to this Ordinance, the Tribe shall provide the Secretary with:

(A) A copy of the Lease, including any amendments or renewals to the Lease; and

(B) Documentation of the Lease payments that are sufficient to enable the Secretary to discharge the trust responsibility of the United States of America.

(2) The Tribal Lands Department will routinely review the Office of the Special Trustee statements and report to the LTRO any lease documents not properly accounted for within the statements, including amendments, expired Leases and terminations.

(3) The United States shall not be liable for losses sustained by any party to a Lease executed pursuant to this Ordinance.

(4) Pursuant to the authority of the Secretary to fulfill the trust obligation of the United States to the Tribe under federal law (including regulations), the Secretary may, upon reasonable notice from the Tribe and at the discretion of the Secretary, enforce the provisions of, or cancel, any Lease executed by the Indian tribe under this Ordinance. The obligations of Lessees and their sureties to the Tribe will be enforced by the Secretary so long as the leased land remains in trust or restricted status.



(m) ENFORCEMENT.

(1) Generally. The Tribal Lands Department shall have all powers necessary and proper to enforce the Lease terms, laws, ordinances, regulations, rules, policies, and covenants. This includes the power to enter the premises at a reasonable time, with or without notice, assess penalties, and assess late payments. Alternatively, for Tribal Trust Land, the BIA may, upon reasonable notice from the Tribe and at BIA's discretion, enforce the provisions of, or cancel, a lease document.

(2) Non-Residential Leases and Permits.

(A) *Defaults.*

(i) If the Tribal Lands Department determines the Lessee is in default, the Tribal Lands Department shall send the Lessee a notice of default within five (5) business days of the determination. The notice of default will be provided by certified mail, return receipt requested.

(ii) Within 10 days of the mailing, the Lessee shall either:

a. Cure the default and notify the Tribal Lands Department in writing that the default has been cured, if it can be remedied.

b. Dispute the Tribal Lands Department's determination that the Lease is in default and explain why the Lease should not be canceled.

(iii) If the Lessee fails to cure the default within the prescribed period, the Tribal Lands Department may:

a. Cancel the Lease pursuant to this Ordinance;

b. Grant an extension of time to cure the default;

c. Pursue other remedies, including execution on bonds or termination of insurance proceeds; or

d. Any combination of the remedies listed above.

(B) *Corrective Actions and Penalties.* If the Tribal Lands Department decides to grant an extension of time to cure a default, the Lessee shall proceed diligently to perform and complete the corrective actions within a reasonable time period.

(C) *Termination.* If the Tribal Lands Department cancels a Lease, the Tribal Lands Department shall send the Lessee a termination letter within a reasonable

time period. The termination letter may be sent to the Lessee by certified mail, return receipt requested. The termination letter shall:

- (i) Explain the grounds for termination;
- (ii) Notify the Lessee of any unpaid amounts, interest charges or late payment penalties due under the Lease; and
- (iii) Order the Lessee to vacate the premises within 30 days of mailing of the termination letter.
- (iv) State that termination shall become effective 31 days after mailing.

(D) *Penalties.* The Tribal Lands Department will assess and collect penalties, as applicable.

(E) *Harmful or Threatening Activities.* If a Lessee or other party causes or threatens to cause immediate and significant harm to the premises, or undertakes criminal activity thereon, the Tribal Lands Department may take appropriate emergency action.

(F) *Holdover.* If a Lessee remains in possession after the expiration or termination of a Lease, the Tribal Lands Department shall treat such occupation as a trespass. The Tribal Lands Department shall be responsible for recovering possession and pursuing additional remedies. Filing shall be pursuant to Tribal laws, or alternatively, for Tribal Trust Land, the Tribal Lands Department may make a written request sent by certified mail to the BIA for resolution under any applicable federal laws.

(3) Residential Leases. Enforcement and termination of Residential Leases shall be in accordance with this Ordinance and applicable Tribal law.

(4) Trespass. If any person or entity occupies Tribal Trust Land without Tribal Lands Department approval, the Tribal Lands Department may pursue appropriate remedies, including trespass to regain possession under Tribal law.

(5) Non-Residential Lease Appeal Procedure.

(A) Lessee, or another interested party whose interests could be adversely affected, with reasonable grounds to believe that a determination by the Tribe does not comply with this Ordinance may file an appeal with the Tribal Lands Department.

(B) The Tribal Lands Department shall make reasonable efforts to resolve the complaint informally with the Lessee or interested party. Within thirty (30) days

of receiving the written complaint, the Tribal Lands Department shall issue a written finding that:

- (i) The matter has been resolved; or
  - (ii) Informal resolution was not reached.
- (C) If an informal resolution was not reached, the Lessee or interested party may appeal to the Tribe's Tribal Court the Tribe's determination regarding approved Leases only and no other appeals may be brought.
- (D) The appeal must be:
  - (i) Signed by Lessee or interested party;
  - (ii) Provide in reasonable detail a description of the alleged noncompliance with this Ordinance which is the subject of the appeal and the remedy sought;
  - (iii) Filed with the Tribal Court within fourteen (14) days after the Tribal Lands Department issues its written finding; and
  - (iv) Served on the Tribe, by and through the Tribal Attorney's Office, unless another party for service is identified in the Lease and proof of service must be filed with the Tribe's Tribal Court.
- (E) The Tribal Court shall set a hearing within thirty (30) days following the date of service on the Tribe.
- (F) Within fourteen (14) days following the hearing, the Tribal Court shall issue a decision on whether the Tribe's determination was arbitrary, capricious or an abuse of discretion.
- (G) The Tribal Court's decision shall be final.
- (H) Only upon exhaustion of Tribal remedies as provided in this Section, may a Lessee or interested party seek BIA review of an appeal regarding the Tribe's compliance with this Ordinance in accordance with the HEARTH Act.
- (I) This Section is not intended to, nor does it create any rights whatsoever to appeal the Tribe's decision declining to enter into a Lease. There is no individual right to use Tribal Trust Land prior to obtaining a Lease approved pursuant to this Ordinance or federal law.

(6) Residential Lease Appeal Procedure.

(A) Lessee with reasonable grounds to believe that a determination by the Tribe does not comply with this Ordinance may file a request for informal hearing with the Tribal Housing Department in accordance with the Grand Ronde Housing Department Grievance Policy within 10 business days of the determination.

(B) The Tribal Housing Department shall make reasonable efforts to resolve the complaint informally with the Lessee in accordance with the Grand Ronde Housing Department Grievance Policy. Within five (5) days of the informal hearing date, the Tribal Lands Department shall issue a written finding that:

- (i) The matter has been resolved; or
- (ii) Informal resolution was not reached.

(C) If an informal resolution was not reached, the Lessee may file a request for formal grievance with the Housing Grievance Review Board in accordance with the Housing Department Grievance Policy. The Grievance Review Board shall conduct a formal hearing in accordance with the Housing Department Grievance Policy. After consideration of all the facts, the Board will render a decision within ten (10) business days of the date of the grievance hearing unless extended an additional ten (10) business days for reasonable cause by vote of the Board.

(D) If the Lessee does not agree with the Grievance Review Board decision, the Lessee may appeal to the Tribe's Tribal Court the Grievance Review Board's decision regarding approved Leases only and no other appeals may be brought.

(E) The appeal must be:

- (i) Signed by Lessee or interested party;
- (ii) Provide in reasonable detail a description of the alleged noncompliance with this Ordinance which is the subject of the appeal and the remedy sought;
- (iii) Filed with the Tribal Court within fourteen (14) days after the Tribal Lands Department issues its written finding; and
- (iv) Served on the Tribe, by and through the Tribal Attorney's Office, unless another party for service is identified in the Lease and proof of service must be filed with the Tribe's Tribal Court.

(F) The Tribal Court shall set a hearing within thirty (30) days following the date of service on the Tribe.

(G) Within fourteen (14) days following the hearing, the Tribal Court shall issue a decision on whether the Tribe's determination was arbitrary, capricious or an abuse of discretion.

(H) The Tribal Court's decision shall be final.

(I) Only upon exhaustion of Tribal remedies as provided in this Section, may a Lessee or interested party seek BIA review of an appeal regarding the Tribe's compliance with this Ordinance in accordance with the HEARTH Act.

(J) This Section is not intended to, nor does it create any rights whatsoever to appeal the Tribe's decision declining to enter into a Lease. There is no individual right to use Tribal Trust Land prior to obtaining a Lease approved pursuant to this Ordinance or federal law.

(n) ENVIRONMENTAL REVIEW PROCESS AND DETERMINATION.

(1) Environmental Review Required. The General Manager shall assign a Tribal environmental reviewer to complete the review process under this Section. Unless a Lease is not subject to Environmental Review as provided in Subsection 2 below, no lease shall be approved until the environmental review process is complete.

(2) Initial Determination. Within 10 business days of receipt of a lease package including all supporting documentation, the Tribal environmental reviewer shall make an initial determination that:

(A) The Lease is not subject to environmental review because there would be no Significant Effect on the Environment; or

(B) The Lease is not subject to environmental review because a previous environmental review was completed for the previous Lease and the site and impacts associated with the Lease have not substantially changed.

(C) The Lease is subject to environmental review because it could reasonably be expected to have a Significant Effect on the Environment.

(3) Environmental Review. If a Lease is subject to environmental review, an Environmental Impact Statement (EIS) shall be prepared analyzing the potentially significant effects the proposed Lease would have on the environment. The EIS shall include:

(A) The environmental impact of the Lease;

(B) Any adverse environmental effects which cannot be avoided should the proposed Lease be approved;

(C) Alternatives to the Lease;

(D) The relationship between local short-term uses of the environment and the maintenance and enhancement of long-term productivity; and

(E) Any irreversible and irretrievable commitments of resources involved if the Lease should be implemented.

(4) Draft EIS Notice.

(A) One business day following completion of the draft EIS, the Tribal environmental reviewer shall submit a copy to the Tribal Lands Department which will prepare a public notice including the following information:

(i) A brief description of the Lease;

(ii) The proposed location;

(iii) Address where copies of the draft EIS are available;

(iv) Notice of comment period, at least 30 days, during which the Tribal Lands Department will receive comments;

(v) Deadline to submit written comments, including instructions on how to submit comments; and

(vi) Notice that all comments are public.

(B) The Tribal Lands Department shall, at its discretion, publish the public notice in Smoke Signals and or on the Tribe's website and shall also post the notice in the public area of the Tribe's Governance Building.

(5) Response to Public Comments. Following the comment period, the Tribal Lands Department shall review all comments timely received and prior to approval and execution of a Lease, provide written responses to relevant and substantive comments on any Significant Effect on the Environment arising as a result of the Lease and proposed or recommended mitigation measures addressing such impacts.

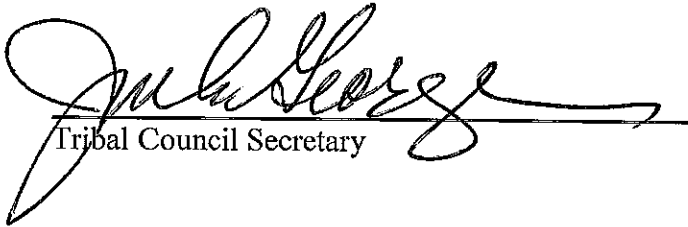
(o) EFFECTIVE DATE. This Ordinance shall become effective upon approval by the Secretary of the Department of Interior.

(p) AMENDMENTS. No amendments to this Ordinance may be made without BIA approval, with the exception of minor technical amendments or changes affecting the processing of Permits.

(q) SEVERABILITY. If a court of competent jurisdiction finds any provision of this Ordinance to be invalid or illegal under applicable Tribal and or federal law, such provision shall be severed from this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

(r) SOVEREIGN IMMUNITY. Nothing in this Ordinance shall be deemed to waive the sovereign immunity of the Tribe or any of its enterprises, authorities, officers, agents, or employees.

I certify this to be a true copy of the Confederated Tribes of the Grand Ronde Community of Oregon Leasing Ordinance.

  
Tribal Council Secretary