



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

APPROVAL OF

**EASTERN SHAWNEE TRIBE OF OKLAHOMA
BUSINESS LEASING ACT**

The attached Business Leasing Act, submitted by the Eastern Shawnee Tribe of Oklahoma (listed in the Federal Register, Vol. 86, No. 18 FR 7555 (January 29, 2021) as the Eastern Shawnee Tribe of Oklahoma), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 17 pages and adopted by the Eastern Shawnee Tribe of Oklahoma Business Committee on April 28, 2021, is hereby approved.

Dated: DEC 22 2021

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

Pursuant to the authority delegated by 209 DM 8

Chapter 3

Section 1: Short Title; Authority; Purpose; Intent; Applicability; Controlling Law; Severability; Effective Date; Amendment; and Definitions

Section 1.01 Short Title

This Act shall be known as the "Eastern Shawnee Tribe of Oklahoma Business Leasing Act."

Section 1.02 Authority

The Business Committee enacts this Act pursuant to the legislative duties and powers of the Business Committee enumerated in Article IX of the Constitution. Specifically, the Business Committee enacts this Act pursuant to the following Constitutional provisions:

- (a) Article IX, Section 1(n) grants the Business Committee the power to protect and preserve the property and natural resources of the Tribe.
- (b) Article IX, Section 1(o) grants the Business Committee the power to manage and operate the real property of the Tribe.
- (c) Article IX, Section 1(w) grants the Business Committee the power to enact laws, ordinances, and resolutions necessary or incidental to the exercise of their legislative powers.

Section 1.03 Purpose

This Act shall be liberally interpreted and construed to implement the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, P.L. 112-151, 126 Stat. 1150 (2012) ("HEARTH Act"), by establishing a process under which a Lease Agreement with the Tribe will not require the approval of the Secretary if the Lease is executed under this Act approved by the Secretary. Nothing in this Act is intended to expand the authority or responsibility of the Secretary beyond that provided for under applicable federal statutes or regulations.

Section 1.04 Intent

- (a) This Act covers all land held in trust by the United States for the Tribe on Trust or Restricted Land.
- (b) Lease Agreements may relate to Tribal Land and buildings.
- (c) The Tribe will not, under any circumstances, permit the unrestricted use of its property by individuals or groups.
- (d) The Lessee will agree to abide by all applicable Tribal laws and will not engage in unlawful conduct or illegal activity on the leased premises.

Section 1.05 Applicability

(a) Except as excluded under subsection 1.05(b) below, or as contrary to applicable federal statutes or regulations, this Act shall apply:

(1) to all future Leases providing for commercial or business use approved under this Act; and

(b) This Act shall not apply:

(1) to any residential leases;

(2) to any agricultural lease;

(3) to any mineral leases; or

(4) to any lease of individually owned Indian allotted land.

Section 1.06 Controlling Law

(a) To the extent that this Act conflicts with any applicable federal or Tribal statutes or regulations, the federal or Tribal statute or regulation shall control.

(b) To the extent that any Lease to which this Act applies conflicts with this Act, this Act shall control.

(c) To the extent that this Act conflicts with any applicable Tribal Law, the Tribal Law shall control.

Section 1.07 Severability

If a Court of Competent Jurisdiction shall adjudge any provision of this Act, or the application thereof to any person or entity to be invalid, such judgement shall not affect, impair, or invalidate the remainder of this Act, which shall continue in full force and effect.

Section 1.08 Effective Date

This Act shall become effective as Tribal Law, for all purposes, on the date of enactment by the Business Committee and approval by the Secretary.

Section 1.09 Amendment

This Act may be amended by a majority vote of the Business Committee, provided that no major substantive amendment hereto shall be effective unless approved by the Secretary in accordance with applicable federal laws or regulations.

Section 1.10 Definitions

For the purpose of this Act, the below terms are defined:

- (a) "Business Act" means this Eastern Shawnee Tribe of Oklahoma Business Leasing Act.
- (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 Tribe" means the balancing of interests 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) "BIA" means the Secretary of the Interior or the Bureau of Indian Affairs within the Department of the Interior.
- (e) "Bluejacket Building" means the Tribe's Executive Office Building.
- (f) "Business Committee" means the legislative body of the Eastern Shawnee Tribe of Oklahoma established pursuant to Article VIII of the Constitution.
- (g) "Business Lease(s)" means the same as "Lease," but limited to leases for business and commercial purposes only.
- (h) "Chief" means the Chief, then serving, of the Eastern Shawnee Tribe of Oklahoma.
- (i) "Constitution" means the Constitution of the Eastern Shawnee Tribe of Oklahoma approved by the Secretary of the Interior April 4, 1994 and amended March 2, 1999.
- (j) "Court of Competent Jurisdiction" means a tribal or federal court with jurisdiction.
- (k) "Environmental Review Process" means the process for conducting tribal environmental review to assess whether a proposed development or project, as contemplated and/or subject to a Lease, will have a positive or negative environmental impact.
- (l) "Fair Annual Lease Value" means the amount of rental income that a leased tract of Tribal Land would most probably command in an open and competitive market, or as determined by competitive bidding.
- (m) "Lease" means a written contract between the Tribe and a Lessee, whereby the Lessee is granted a right to possess Tribal Land for business or commercial purposes and for a specified duration of time.

- (n) "Lessee" means a person or entity who has acquired a legal right to possess Tribal Land by entering into a Lease approved under this Act.
- (o) "Leased Premises" means any portion of Tribal Land, as described in any Lease.
- (p) "Leasehold Interest" means the possessory interest in Tribal Land established pursuant to a Lease between a Lessor and a Lessee.
- (q) "Leasehold Mortgage" means a Mortgage or other instrument that pledges the Leasehold Estate of Lessee as security for a debt or other obligations owed by the Lessee to a lender or other Mortgagee.
- (r) "Lessor" means the Eastern Shawnee Tribe of Oklahoma.
- (s) "LTRO" means the Land Titles and Records Office of the Bureau of Indian Affairs with jurisdiction/responsibility for Tribal trust lands.
- (t) "Material Breach" means a breach of contract that is significant enough to permit the aggrieved party to elect to treat the breach as a total loss excusing that party from further performance and affording it the right to sue for damages.
- (u) "Mortgage" means a lien on a Leasehold Estate given to secure advances on a loan to purchase, construct, refinance, renovate, or make improvements and may refer both to a security instruments creating a lien, whether called a mortgage, deed of trust, security deed, or other term, as well as the credit instrument or note secured thereby.
- (v) "Mortgagee" means any person, entity, or governmental agency which lends under a Leasehold Mortgage and includes any Designated Assignee.
- (w) "Mortgagor" means the Tribe or any person or entity who has executed a Leasehold Mortgage.
- (x) "Party" means an Indian or non-Indian individual or corporation, or tribal or non-tribal government whose interest could be adversely affected by a decision of the Tribe to lease Tribal Land for business or commercial use.
- (y) "Permanent Improvements" means buildings, other structures, and associated infrastructure attached to the Premises.
- (z) "Property Management Department" means the department of the Tribe that has the authority to perform the duties and responsibilities of the Lessor on behalf of the Tribe, and to approve or disapprove leasing transactions, which include, but are not limited to: lease issuance, bond, lease amendment or modification, subleasing, lease assignment

or transfer, tenant leases, and lease terminations.

- (aa) "Public for Purpose of Environmental Review Process" means any person or entity with the potential to be significantly affected by the Lease or Lease activity.
- (bb) "Real Property" means the Tribe's trust property
- (cc) "Secretary" means the Secretary of the Interior.
- (dd) "Significant Effect on the Environment" means a substantial, or potentially substantial, adverse change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas, and objects of historic, cultural, or aesthetic significance.
- (ee) "Sublease" means a written agreement by which the Lessee grants a right to an individual or entity possession no greater than that held by the Lessee under the Lease.
- (ff) "Tribal Land" means any tract in which the surface estate is owned by the Tribe in trust or restricted status, and includes such lands reserved for Bureau of Indian Affairs administrative purposes and the surface estate of lands held by the United States in trust for an Indian corporation chartered under Section 17 of the Act of June 18, 1934 (48 Stat. 988; 25 U.S.C. §477).
- (gg) "Tribal Law" means any body of non-federal law that governs lands and activities under the jurisdiction of the Tribe, including ordinances, resolutions, or other enactments by the Tribe and any tribal court rulings.
- (hh) "Tribe" means the Eastern Shawnee Tribe of Oklahoma, a federally recognized Indian tribe.
- (ii) "Trust or Restricted Land" means any tract of Tribal Land held in Trust or Restricted Status by the United States for the benefit of the Tribe.
- (jj) "Trust or Restricted Status" means:
 - (1) That the United States holds title to the tract in trust for the benefit of the Tribe; or
 - That 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.

Section 2: Approval of Lease; Requirements; Renewal; Appraisal; Termination; Payment; Recording; and Records

Section 2.01 Required Documents

- (a) Information to obtain a Lease under this Act shall be available at the Tribal Environmental Protection Agency (Tribal EPA) office.
- (b) Any applicant for a Lease under this Act must submit the following documents to the Tribal EPA:
 - (1) Articles of Organization and/or Operating Agreement;
 - (2) Certificate of Good Standing; and
 - (3) List of Officers and/or Members.

Section 2.02 Approval of Lease

- (a) All Leases shall be subject to the approval of the Business Committee in accordance with this Act, Tribal Law, and the Constitution.
- (b) All Leases shall be signed on behalf of the Tribe by the Director of the Property Management Department, or in his or her absence, the Chief.
- (c) Any Lease which is approved and executed under this Section 2.01 shall refer to this Act as authority for its execution on behalf of the Tribe.

Section 2.03 Lease Requirements

- (a) All Leases shall be in writing, and at a minimum, shall:
 - (1) Describe the tract or parcel of Tribal Land being leased, and where it is located with reference to a public or private survey plan, if available, in a legal description sufficient for LTRO purposes;
 - (2) State the purpose of the Lease and authorized uses of the Premises;
 - (3) Identify the parties to the Lease;
 - (4) State the effective date and term of the Lease, which shall not exceed ten (10) years;

- (5) Permanent Improvements and/or the subsequent removal thereof during the Lease term, require reasonable notice to Lessor of the construction of any Permanent Improvement not described in the Lease, and address the ownership and disposition of each improvement at the expiration or termination of the Lease;
- (6) Specify that all rent and payment requirements, including payment due dates, payee and place of payment, and any interest must be made by cash, check, or money order to the Tribe's Accounting Department;
- (7) State that late and special fees will be assessed as follows:
 - (i) In the event that any monthly rental payment is overdue, interest will be assessed at the rate of eighteen (18) percent per annum, calculated on a daily basis on the overdue amount until paid in full; and
 - (ii) Special fees will be assessed to cover administrative costs in the collection of debt:
 - 1. \$50.00 for dishonored checks;
 - 2. \$15.00 for processing of each notice or demand letter; and
 - 3. 18% of balance due for the collection of delinquent debt;
- (8) State that performance bonds and insurance requirements are waived per Tribal Law;
- (9) State 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. Unless the Tribe determines in a Tribal certification or authorization that no such review is in the Best Interest of the Tribe, rental adjustments would become effective the first day of the month following the adjustment; rental disputes over adjustments would be resolved by formal decision of a board who will review the dispute.
- (10) State the process for amendment, which shall be only in writing and signed by both parties;
- (11) State the governing law, which may include Tribal Law and applicable federal statutes and regulations; and

- (12) Include or attach all other provisions required under any applicable federal statutes or regulations, including the following:
 - (i) If the Lessee is a corporation, partnership, or other legal entity, it must provide organizational and financial documents as needed to show that the lease will be enforceable against the Lessee and the Lessee will be able to perform all of its Lease obligations.
 - (ii) The Lessee, when appropriate, must provide environmental and archaeological reports, surveys, and site assessments.
- (13) Include or attach all other provisions required under Tribal Law or any applicable federal statutes or regulations.
- (14) Include an indemnification and hold-harmless provision in favor of the United States and the Tribe, as Lessor.
- (15) Include an indemnification provision in favor of the United States and the Tribe, as Lessor from any 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.
- (16) Include or attach all required plans of development or construction schedules.
- (17) Include or attach Irrigation District provision.
 - (i) For Leases that are within an Indian irrigation project or drainage district, the Lessee must pay all operation and maintenance charges that accrue during the Lease term.

Section 2.04 Lease Renewal

If Lease Renewal is not addressed in a Lease, the Property Management Department will review requests for Lease Renewal on a case-by-case basis with additional consideration due upon exercise of option to renew and any other required conditions for renewal. If renewal is authorized, each lease must state the time and manner the option to renew must be exercised or is automatically effective.

Section 2.05 Appraisal

- (a) The Fair Annual Lease Value shall be determined by an appraisal or equivalent procedure performed by the Property Management Department utilizing the following

information:

- (1) Improvement cost;
 - (2) Replacement cost;
 - (3) Earning capacity; and
 - (4) Sales and lease data of comparable sites or by similar methodology as approved by the Property Management Department and deemed to be in the Best Interest of the Tribe.
- (b) Alternatively, the Fair Annual Lease Value shall be determined by an appraisal performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or a commonly accepted method of appraisal.

Section 2.06 Termination of Lease

- (a) The Lease may terminate according to when the purpose of the Lease is complete or as mutually agreed upon by both parties.
- (b) In the event that conditions occur beyond the reasonable control of Lessor, which in Lessor's sole discretion cause Lessor to believe in good faith that the Lease cannot be reasonably performed by either party; Lessor may terminate the Lease at any time without penalty.
- (c) Grounds for termination of the Lease include, but are not limited to:
- (1) Default of an expressed condition precedent;
 - (2) Manifestation of an expressed condition subsequent;
 - (3) Material breach by Lessee; or
 - (4) Material breach by Lessor.
- (d) Upon expiration or termination of the Lease, the Lessee shall, upon demand, surrender to the Lessor complete and peaceable possession of the property and all improvements thereon shall become the property of the Lessor.
- (e) If a person occupies the Lease Premises without the Tribe's approval, the Tribe may pursue appropriate remedies, including the filing of a trespass action to regain possession under applicable Tribal Law, Trespass Policy, or any applicable federal

statutes or regulations.

- (1) Trespass is defined as any unauthorized occupancy, use of, or action on Indian property. The Eastern Shawnee Tribe will work in coordination with the Bureau of Indian Affairs to investigate accidental, willful, and/or incidental trespass on Indian lands; assess penalties for damages; and ensure property resulting from the trespass is rehabilitated and stabilized at the expense of the trespasser.

i. Trespass Notification-

1. When we have reason to believe that is trespass on Indian land has occurred, we will contact the Bureau of Indian Affairs, and within five (5) business days provide written notice to the alleged trespasser.
2. The written notice will include:
 - a. The basis for the trespass determination;
 - b. The legal description of where the trespass has occurred;
 - c. A verification of ownership of unauthorized property;
 - d. Corrective actions that must be taken;
 - e. Time frames for taking the corrective actions;
 - f. Potential consequences and penalties for failure to take corrective action; and
 - g. A statement that unauthorized property may not be removed or disposed unless authorized by the Tribe and the Bureau of Indian Affairs.
3. If the alleged trespasser is unknown or refuses the written notice of trespass, a public trespass notice will be posted at tribal facilities and published in the local newspaper.
4. Trespass notices are not subject to appeal.
5. Trespassers will comply with ordered corrective actions, or contact us in writing to explain why the trespass notice is in error.
6. Trespass notice will remain effective for one year.

ii. Actions Taken Against Trespass-

1. If trespasser fails to take the corrective actions, property may be:
 - a. Seized, impounded, sold, or disposed; and
 - b. Assessed penalties, damages, and costs.

iii. Impoundment-

1. Property will be impounded when there is imminent danger or severe injury, or when trespasser refuses to accept the written trespass notice and the property is not removed within the period specified in the written notice.
2. Trespassers will be notified of impoundment if the trespass has not been corrected in the time specified in the trespass notice.
3. If the trespasser refuses the impoundment notice, a notice of impoundment will be posted at tribal facilities and published in the local newspaper.

4. After notice has been given, we will impound unauthorized property without any further notice.
5. Following impoundment we will provide notice that we will sell the impounded property.
 - a. We will provide written notice of the sale to the owner that will include a procedure for redeeming the impounded property prior to the sale.
 - b. We will provide public notice of sale of impounded property by posting the notice at tribal facilities and publishing the notice in the local newspaper.
 - c. Notice of sale will include a description of the property, the date, time, and location of the public sale. The sale date will be at least 5 days after the publication of notice of sale.
 - d. Impounded property may be redeemed by submitting proof of ownership, paying all penalties and costs and completing all corrective actions in the trespass notification.
6. Impounded livestock will be sold to the public to the highest bidder. If a satisfactory bid is not received, the property may be re-offered for sale, returned to the owner, condemned and destroyed, or otherwise disposed.
7. Purchasers of impounded property will be given a bill of sale or other written receipt evidencing the sale.

iv. **Penalties, Damages, and Costs-**

1. Trespassers must pay the following penalties and costs:
 - a. Collection of the value of the products illegally used or removed plus a penalty for double the value.
 - b. Costs associated with any damage to property.
 - c. Costs associated with enforcement of the regulations, including field examination and survey, damage appraisal, investigation assistance reports, witness expenses, demand letters, court costs, and attorney fees.
 - d. Expenses incurred in gathering, impounding, caring for, and disposal of property.
 - e. All other penalties authorized by law.
2. The value of forage or crops consumed or destroyed will be determined based upon the average received per month for comparable property or grazing privileges, or the estimated commercial value or replacement costs of such products or property.
3. The value of products or property illegally used or removed will be based upon valuation of similar products or property.
4. Damages to Indian lands will be determined by considering the costs of rehabilitation and revegetation, loss of future revenue,

loss of profits, loss of productivity, loss of market value, damage to other resources, and other factors.

5. Costs of enforcement may include detection and all actions taken through prosecution and collection damages. This includes field examination and survey, damage appraisal, investigation assistance and report preparation, witness expenses, demand letters, court costs, attorney fees, and other costs.
6. If assessed penalties are not paid by trespasser:
 - a. Any permit for use, development, or occupancy on Indian land will be refused.
 - b. The case will be forward for legal action.
7. Proceeds from any amount recovered will be used to repair damages, reimburse for loss, and reimburse costs associated with enforcement and will be placed in the landowner account.
8. If there is not enough money collected to satisfy the penalties, written notice will be sent to the trespasser demanding immediate settlement within 5 business days or the case will be forward for appropriate legal action.

(f) The BIA may, upon reasonable notice from the Tribe and at the BIA's discretion, enforce the provisions of, or cancel a Lease granted under this Act.

(g) Negotiated remedies are not allowed for Leases granted under this Act.

Section 2.07 Payment

For any Lease requiring payments to be made to the Tribe, the Tribe shall provide the Secretary with such documentation of the Lease payments to enable the Secretary to discharge the trust responsibility of the United States with respect to the Premises.

Section 2.08 Recording

The Property Management Department will provide the completed Lease for signature by the Lessee. Following signing and the payment of rent, the Property Management Department will record all Leases, amendments, assignments, and subleases thereto at the LTRO with jurisdiction over the Tribal Land.

Section 2.09 Ownership of Records

Records of activities taken pursuant to this Act are the property of the Tribe; provided that all records recorded in the LTRO become the property of the United States.

Section 3: Purpose of Review; Requirements for Approval; Categorical Exclusions; and Environmental Review

Section 3.01 Purpose of Review

The purpose of this Chapter 3 is to establish an environmental review process.

Section 3.02 Requirements for Approval

The Business Committee shall not approve a Lease under subsection 2.01(a) of this Act unless:

- (a) The Property Management Department has reviewed the Lease and such other information as may be necessary to identify and evaluate any Significant Effect on the Environment of the intended use of the Premises, and has:
 - (1) Determined that the uses authorized by the Lease are included within a categorical exclusion stated in Section 3.03 below and provided that determination in writing to the Business Committee; or
 - (2) Issued a final decision after following the procedures set forth in Section 3.04 below; or the Property Management Department has provided the Business Committee with notice that the Tribe has carried out a project or activity funded by a federal agency and that it has relied on the environmental review process of the applicable federal agency rather than following the procedures set forth in Section 3.04 below.

Section 3.03 Categorical Exclusions

- (a) The Business Committee 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 3.03(b) below, are categorically excluded from the procedures set forth in Section 3.04 below:
 - (1) If the Environmental Reviewer determines that the Lease by its nature would not have a significant effect on the environment.
- (b) Notwithstanding subsection 3.03(a) above, the Property Management Department shall follow the procedures set forth in Section 3.04 below if it determines that circumstances exist under which the Business or Commercial Use of the Premises may, individually or cumulatively, have a Significant Effect on the Environment, including, without limitation,

as set forth below:

- (1) Substantial controversy on environmental grounds; or
- (2) Presence of cultural resources or historic properties; Provided, that if cultural resources, historic properties, or human remains are encountered during the course of any activity associated with the Lease, the activity will immediately cease, and the Lessee shall contact the Tribe.

Section 3.04 Environmental Review

(a) Unless a categorical exclusion applies, the Property 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 Environmental Services Director determines that the uses authorized by the proposed Lease will not have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:

- (A) A finding of no significant impact shall be issued and posted for a minimum of fifteen (15) calendar days in a prominent, noticeable place in the Bluejacket Building and published in a newspaper of general circulation in the areas affected by the proposed Lease for a minimum of fifteen (15) calendar days;
- (B) The Public shall have thirty (30) calendar days to submit written comments to the Property Management Department on the finding of no significant impact;
- (C) Comments shall be reviewed and analyzed and a report shall be issued 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 in a prominent, noticeable place in the Bluejacket Building; and
- (D) Unless subsection 3.02(a)(2) above 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 Business Committee for approval, and posted for a minimum of fifteen (15) calendar days in a prominent, noticeable place in the Bluejacket Building.

(2) If the Environmental Services Director 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 of uses authorized by the proposed Lease shall be issued and posted for a minimum of thirty (30) calendar days in a prominent, noticeable place in the Bluejacket Building and published in the local newspaper or on the Tribe's website;
- (B) A meeting shall be held on the draft environmental review to provide an opportunity for the Public of Tribal Land to comment (both verbally and written) on any Significant Effect on the Environment of the uses authorized by the proposed Lease;
- (C) Comments shall be reviewed and analyzed and a report shall be issued responding to relevant and substantive comments, if any, on Significant Effects on the Environment of the uses authorized by the proposed Lease, which report shall be posted for a minimum of thirty (30) calendar days in a prominent, noticeable place in the Bluejacket Building and published in the local newspaper or on the Tribe's website;
- (D) A final environmental review describing the conclusions of the Property Management Department on the issues and evidence gathered under this subsection 3.04(2) shall be issued and posted for a minimum of thirty (30) calendar days in a prominent, noticeable place in the Bluejacket Building and published in the local newspaper or on the Tribe's website; 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 the Business Committee for approval, and posted for a minimum of thirty (30) calendar days in a prominent, noticeable place in the Bluejacket Building and published in the local newspaper or on the Tribe's website. Final decisions are not appealable.

Section 4: Approval of Sublease and Assignment; Requirements; and Recording

Section 4.01 Approval of Sublease and Assignment

- (a) All Subleases and Assignments, other than to a Mortgagee, shall be subject to the approval of the Business Committee in a manner consistent with Tribal Law and the Constitution.

- (b) All Subleases and Assignments which are subject to the approval of the Business Committee shall be signed on behalf of the Tribe by the Director of the Property Management Department, or in his or her absence, the Chief.
- (c) All Subleases and Assignments shall require the prior approval of any Mortgagee or Surety, if required by the Mortgagee or Surety Agreement.

Section 4.02 Requirements

- (a) A Lessee may sublease Tribal Land in accordance with Chapter 4 of this Act.
- (b) A Lessee may assign a Lease in accordance with Chapter 4 of this Act.
- (c) No Sublease shall relieve the Lessee or sublessor of any liability under the Lease.
- (d) In any Assignment, other than to a Mortgagee of the Leasehold Estate, the assignee must agree in writing to assume all of the obligations and conditions of the Lease, and that the Lease is subject to all applicable laws.

Section 4.03 Recording

All Subleases and Assignments and amendments thereto shall be recorded at the LTRO with jurisdiction over the Tribal Land.

Section 5: Complaint; Form of Complaint; Informal Resolution; Decision; Appeal; and No Waiver of Sovereign Immunity

Section 5.01 Complaint

A Party who has reasonable grounds to believe that the Tribe has failed to comply with this Act has the right to file a complaint under this Chapter 6.

Section 5.02 Form of Complaint

The complaint shall be in writing, signed by the Party, describe the alleged noncompliance with this Act which is the subject of the complaint, state all relief requested, and be addressed to the Chief.

Section 5.03 Informal Resolution

The Chief shall make reasonable efforts to resolve a complaint informally, including but not limited to, scheduling a meeting with the Interested Party for such purpose. All complaints which are resolved through such informal resolution shall be reduced to writing and signed by

the Chief and the Party.

Section 5.04 Decision

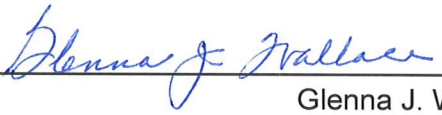
If a complaint is not resolved informally, the Chief shall issue a decision on the complaint, which shall be in writing, signed by the Chief. The Chief shall cause the decision to be delivered by certified mail to the Party no later than twenty (20) business days after receipt of the complaint. The decision of the Chief shall constitute a final decision of the Tribe.

Section 5.05 No Waiver of Sovereign Immunity

Nothing in this Act shall be deemed to waive the sovereign immunity of the Tribe or any of its officials, employees, or representatives.

Approval

This Act has been reviewed by the Eastern Shawnee Tribe of Oklahoma Business Committee and approved by Resolution 042821-R-02.



Glenna J. Wallace
Chief, Eastern Shawnee Tribe of Oklahoma