



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

APPROVAL OF

**SOUTHERN UTE INDIAN TRIBE
LEASING ORDINANCE**

The attached Leasing Ordinance, submitted by the Southern Ute Indian Tribe (listed in the Federal Register, Vol. 88, No. 8 FR 2114 (January 12, 2023) as the Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 18 pages and adopted by the Southern Ute Indian Tribal Council on January 3, 2023, is hereby approved.

Dated: March 28, 2023

Assistant Secretary – Indian Affairs
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

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TITLE 30

SOUTHERN UTE INDIAN TRIBAL CODE

RESIDENTIAL, BUSINESS, AGRICULTURAL, AND RENEWABLE ENERGY RESOURCE LEASING CODE

Article 1. PURPOSE AND APPLICABILITY

30-1-101. Purpose.

The purpose of this Code is to establish a process for tribal approval of business, agricultural, residential, and renewable energy resource leases of Tribal land that will not require the approval of the Secretary if the lease is executed under this Code, in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, Pub. L. No. 112-151, 126 Stat. 1150 (codified at 25 U.S.C. § 415(h)) ("HEARTH Act"). Under the Constitution adopted by the Southern Ute Indian Tribe, approved November 4, 1936, and amended October 1, 1975 and August 27, 1991, the Southern Ute Indian Tribal Council is authorized to act for the Southern Ute Indian Tribe, including the grant of leases and other rights to the use of tribal lands and the enactment of ordinances and codes to protect the peace, safety, property, health, and general welfare of the members of the Southern Ute Indian Tribe.

30-1-102. Applicability.

- (1) This Code applies to:
 - (a) residential leases;
 - (b) agricultural leases;
 - (c) business leases;
 - (d) renewable energy resource leases;
 - (e) leasehold mortgages; and
 - (f) all amendments, lease assignments, subleases, encumbrances, and any other actions and decisions related to leases or leasehold mortgages entered into under this Code.
- (2) This Code does not apply to:
 - (a) mineral leases or mineral development agreements;

- (b) any lease of an allotment;
 - (c) leases included under homeownership programs administered using federal funding;
 - (d) permits to use tribal land;
 - (e) rights-of-way; or
 - (f) unrestricted fee or individually owned land.
- (3) Nothing in this Code affects the terms and conditions of leases existing when this Code goes into effect.

Article 2. DEFINITIONS

30-2-101. Definitions.

- (1) **Agricultural land.** Tribal land capable of growing crops or grazing livestock.
- (2) **Agricultural lease.** A lease of agricultural land.
- (3) **Allotment.** Land held in trust by the United States of America or under a restricted patent for the benefit of one or more individual Indians and located within the boundaries of the Reservation, including allotments in which a fractional interest is owned by the Tribe. This Code does not apply to allotments.
- (4) **Applicant.** A person who makes formal application for a lease or other lease document.
- (5) **BIA.** The Bureau of Indian Affairs within the Department of the Interior.
- (6) **Business day.** Any day during which normal business operations are conducted by the Southern Ute Indian Tribe, generally Monday through Friday except weekends and Tribal holidays.
- (7) **Business lease.** A lease for business purposes.
- (8) **Decision maker.** The official or officials authorized to approve a particular lease. For short-term residential leases, the decision maker is the Tribal Housing Department Director. For short-term pasture leases, the decision maker is the Director of the Department of Natural Resources.

For all other leases, the decision maker is the Southern Ute Indian Tribal Council.

- (9) **Department of Natural Resources.** The Southern Ute Indian Tribe's Department of Natural Resources.
- (10) **Effective date.** The date the Southern Ute Indian Tribal Council establishes by resolution as the effective date of this Code, which will be on or after the date of approval by the Secretary or her designee.
- (11) **Improvements.** Buildings, other structures, and associated infrastructure attached to the leased premises.
- (12) **Land Titles and Records Office (LTRO).** The Land Titles and Records Office or LTRO means the Land Titles and Records Office of the BIA with jurisdiction/responsibility for tribal trust lands.
- (13) **Lease.** A written contract between the Tribe or its authorized representative and a lessee, whereby the lessee is granted a right to possess tribal land for a specified purpose and duration.
- (14) **Lease assignment.** A transfer of all or some of the lessee's rights and all or some of the lessee's obligations in a lease to a third-party assignee.
- (15) **Lease document.** A lease, lease amendment, assignment, sublease, or leasehold mortgage.
- (16) **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.
- (17) **Lessee.** A person or entity who has a right to possess tribal land under a lease.
- (18) **Mortgagee.** The holder of a leasehold mortgage.
- (19) **Performance bond.** A bond given to ensure the timely performance of a lease.
- (20) **Permit.** A written, non-assignable agreement between the Tribe and the permittee, whereby the permittee is granted a temporary, revocable privilege to use tribal land for a specified purpose. This Code does not apply to permits to use tribal lands.
- (21) **Person.** Any individual or legal entity.

- (22) **Public.** Any person or entity who can demonstrate that they will be directly and substantially affected by the Lease or Lease activity.
- (23) **Renewable energy resource lease.** A lease that authorizes possession of tribal land for the purpose of installing, operating, and maintaining instrumentation, facilities, and associated infrastructure, such as wind turbines and solar panels, to harness wind, solar, biomass, and/or hydrologic energy resources to generate and supply electricity: (i) for resale on a for-profit or non-profit basis; (ii) to a utility grid serving the public generally; or (iii) to users within the local community (e.g., on and adjacent to the Southern Ute Indian Reservation). Renewable energy resource leases include, among others that fit within this category of leases, wind and solar resource leases and wind energy evaluation leases.
- (24) **Residential lease.** A lease for purposes of inhabiting one or more dwelling units.
- (25) **Secretary.** Secretary of the Interior.
- (26) **Short-term pasture lease.** An agricultural lease of no more than six months duration for the purpose of grazing livestock.
- (27) **Short-term residential lease.** A residential lease with an initial term of one year or less.
- (28) **Sublease.** A written agreement by which the lessee grants to a person or legal entity a right to possess no greater than that held by the lessee under the lease.
- (29) **Surety.** One who guarantees the performance of another.
- (30) **Trespass.** Any unauthorized occupancy, use of, or action on Tribal land.
- (31) **Tribal Council.** The Southern Ute Indian Tribal Council, the governing body of the Southern Ute Indian Tribe.
- (32) **Tribal land.** Any tract of land in which the surface estate is owned in trust by the United States for the benefit of the Tribe, 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 an Indian corporation chartered under section 17 of the Act of June 18, 1934 (48 Stat. 988; 25 U.S.C. 477) owned by the Tribe.
- (33) **Tribal Environmental Review Policy Code.** The Tribal Environmental Review Policy Code, approved by the BIA contemporaneously with the

BIA's approval of this Code, as amended with the approval of the BIA, if such approval of an amendment to the Tribal Environment Review Policy Code is required as a condition for the effectiveness of any such amendment. The Tribal Environmental Review Policy Code establishes the Tribe's environmental review process applicable to the administration of lease applications under this Code and requires evaluation of any significant environmental effects of the action, public notice and comment, and Tribal response to relevant public comments.

- (34) **Tribe.** The Southern Ute Indian Tribe.
- (35) **Trust or Restricted land.** Any tract of land held in trust by the United States for the benefit of the Tribe or that may only be alienated or encumbered by the Tribe with the approval of the United States.
- (36) **Trust or Restricted Status.** Property interest held in trust by the United States for the benefit of the Southern Ute Indian Tribe or that may only be alienated or encumbered by the Tribe with approval of the United States.
- (37) **Wind and solar resource lease.** A renewable energy resource lease that authorizes possession of tribal land for the purpose of installing, operating, and maintaining instrumentation, facilities, and associated infrastructure, such as wind turbines and solar panels, to harness wind and/or solar energy to generate and supply electricity.
- (38) **Wind energy evaluation lease.** A short-term renewable energy resource lease that authorizes possession of tribal land for an initial term up to 3 years for the purpose of installing, operating, and maintaining instrumentation, and associated infrastructure, such as meteorological towers, to evaluate wind resources for electricity generation.

Article 3. LEASE ADMINISTRATION

30-3-101. Lease Document Applications.

- (1) **Application Submittal.** A person requesting a lease document (other than a renewable energy resource lease document or a business lease, to the extent a separate surface lease is necessary, for surface facilities used for processing or generating power from mineral or other energy resources) must make the request, and submit any applicable fee, to the Department of Natural Resources.
- (2) **Application Review.** The Department of Natural Resources will expeditiously review:

- (a) the applicant's eligibility, including without limitation an assessment of the applicant's ability to meet his or her obligations under a lease document and his or her capacity to enter into a lease document;
 - (b) the application for completeness;
 - (c) the availability of the land for which the application was submitted; and
 - (d) other factors as may be required for making a recommendation to the decision maker.
- (3) **Notice to Applicant.** After completing its application review, if the Department of Natural Resources has determined that the application is incomplete, the Department of Natural Resources will, within 10 business days, notify the applicant in writing (in the manner requested by the applicant (e.g., email, U.S. mail, fax, or national delivery company)). Any incompleteness notice will state what additional information or points of clarification are necessary for the Department of Natural Resources to determine the application is complete. For lease documents other than short-term residential leases and pasture leases, once the Department of Natural Resources has processed the application and is prepared to make a recommendation, the Department of Natural Resources will notify the applicant in writing (in the manner requested by the applicant (e.g., email, U.S. mail, fax, or national delivery company)) of the Department of Natural Resources' recommendation and the date and time the Tribal Council will review the recommendation.
- (4) **Recommendation to Decision Maker.** The Department of Natural Resources will process completed lease document applications expeditiously and, within 30 days after completing the tribal environmental review process, will recommend whether the decision maker should approve or deny the application.

30-3-102. Renewable Energy Resource Leases.

- (1) A person requesting a renewable energy resource lease document, or a business lease for surface facilities for processing or generating power from mineral or other energy resources, must make the request to the Tribe's Department of Energy.
- (2) The Tribe's Department of Energy, in consultation with other interested tribal divisions, will be responsible for negotiating requests for renewable energy resource lease documents and business leases for surface facilities

for processing minerals or generating power from mineral or other energy resources and, after completing the tribal environmental review process, for recommending whether the decision maker should approve or deny a renewable energy resource lease document or other energy-related business lease.

30-3-103. Lease Document Approval or Denial.

- (1) All lease documents are subject to Tribal Council approval except that short-term residential leases may be approved and signed by the Tribal Housing Department Director and short-term pasture leases may be approved and signed by the Director of the Tribe's Department of Natural Resources.
- (2) After review of the Department of Natural Resource's recommendation, the decision maker may approve or deny a lease document.
- (3) Unless otherwise expressly authorized in an approved lease, any lease assignment, amendment, leasehold mortgage, or sublease is subject to the prior approval of the applicable decision maker.
- (4) To be effective, a lease document approved by Tribal Council must be signed by the Tribal Chairman.
- (5) After this Code's effective date, an approved lease document is effective without federal approval.
- (6) A decision approving or denying a lease document is final and may not be appealed.

Article 4. GENERAL PROVISIONS

30-4-101. Required Terms, Conditions, and Other Provisions. All leases must be in writing and contain, at a minimum:

- (1) The full names of all the parties to the lease;
- (2) A description of the land or building by reference to a survey, if possible, or if reference to a survey is not possible, a legal description or other description that is sufficient to identify the leased premises;
- (3) The commencement date of the lease;
- (4) A definite term of the lease;

- (5) Any option to renew the lease, which must specify:
 - (a) the time and manner in which the option must be exercised or is automatically effective;
 - (b) 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
 - (c) any other conditions for renewal.
- (6) The purpose of the lease and authorized uses of the leased premises;
- (7) How much rent and/or alternative form of compensation is due, when it is due, to whom it should be delivered, what form of payment is acceptable, whether any late payment charges or special fees apply, and the rate of interest to be charged if the lessee fails to make payments in a timely manner;
- (8) Whether there will be compensation reviews or adjustments, how and when they will be done, when any adjustments will be effective, and how disputes regarding adjustments will be resolved;
- (9) Who is responsible for any applicable taxes or fees;
- (10) If the lessee is a corporation, partnership or other legal entity, a provision requiring the lessee to provide organizational and financial documents, as needed, to show that the representative of the lessee has authority to execute the lease, that the lease will be enforceable against the lessee, and that the lessee will be able to perform all of its lease obligations;
- (11) For renewable energy resource leases, a provision identifying who is responsible for evaluating the leased premises for suitability; purchasing, installing, operating, and maintaining renewable energy resource equipment; negotiating power purchase agreements; and transmission, and other due diligence requirements in accordance with any development plans;
- (12) For a renewable energy resource lease that is a wind energy evaluation lease, a provision specifying ownership of any energy resource information the lessee obtains during the WEEL term;

- (13) Applicable due diligence requirements;
- (14) Applicable performance bond, security deposit, and insurance requirements;
- (15) A provision that the lessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements;
- (16) A provision stating that there must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased premises;
- (17) A provision under which the Tribe has the right, at any reasonable time during the term of the lease and upon reasonable notice, in accordance with this law and any other applicable laws, policies and rules of the Tribe, to enter the leased premises for inspection and to ensure compliance with the lease;
- (18) Unless the lessee would be prohibited by applicable law from doing so, a provision stating that the lessee holds 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;
- (19) A provision stating how the lease may be terminated or cancelled;
- (20) Unless the lessee would be prohibited by applicable law from doing so, a provision stating that the lessee indemnifies the United States and the Tribe against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Tribe for liability or cost arising from the Tribe's gross negligence or willful misconduct;
- (21) A provision stating that the Tribe may, at its discretion, treat as a lease violation any failure by the lessee to cooperate with a request to make appropriate records, reports, or information available for inspection and duplication;
- (22) A provision stating which party, if the leased premises are within an Indian irrigation project or drainage district, will pay operation and maintenance charges to the appropriate office in charge of the irrigation project or drainage district;

- (23) A provision stating that the lessee must comply with applicable law and must give employment and contracting preference to qualified Indian applicants, consistent with the Tribal Employment Rights Code, Title 17 of the Southern Ute Indian Tribal Code (previously approved by the BIA on February 13, 2019);
- (24) A provision stating if, during the course of any activity associated with the lease, the lessee encounters any historic properties, archeological resources, human remains, or other cultural items not previously reported, the lessee will contact the Department of Natural Resources (or, for renewable energy resource leases, the Tribe's Department of Energy) to determine how to proceed and appropriately dispose of the items, remains, or resources. In providing advice or direction on appropriate disposition of the items, remains, or resources, the Department of Natural Resources and the Tribe's Department of Energy shall consult with other interested tribal divisions (e.g., the Tribe's Culture Preservation Department);
- (25) A provision stating that the obligations of the lessee and its sureties to the Tribe are also enforceable by the United States, so long as the leased premises remain in trust or restricted status; and
- (26) A provision referring to this Code as authority for the lease's execution by the parties and approval by the Tribe.

30-4-102. Length of Lease Term, Renewal.

- (1) **Agricultural Leases.** An agricultural lease may not exceed a term of 10 years, except that any such lease may include an option to renew for up to two additional terms, which may not exceed 25 years each.
- (2) **Business Leases.** A business lease may not exceed a term of 25 years, except that any such lease may include an option to renew for up to two additional terms, which may not exceed 25 years each.
- (3) **Residential Leases.** A residential lease may not exceed a term of 75 years.
- (4) **Renewable Energy Resource Leases.** Except as otherwise provided in this Code, a renewable energy resource lease may not exceed a term of 25 years, except that any such lease may include an option for up to two additional terms, which may not exceed 25 years each. Wind energy evaluation leases may not exceed a term of 3 years, except that any such lease may include an option for one additional 3-year term.

30-4-103. Holding Over by Lessee. Subject to applicable term limitations, a lease may authorize a lessee to remain in possession of the leased premises after the

expiration of the lease term and remain in possession as a lessee-at-will. Any such permission must be stated in the lease. Where a lessee is allowed to remain in possession of the leased premises after the expiration of the term, the lessee-at-will must pay rent for the period it holds as lessee-at-will at the same rent and under the same terms as provided for in the lease, unless the parties agree otherwise in writing. No holdover term can result in the lease duration exceeding the maximum allowable term set forth above in Section 30-4-102.

30-4-104. Improvements. A lease document must contain provisions regarding improvements, including:

- (1) Whether improvements may be constructed;
- (2) The type and location of any improvements;
- (3) Ownership of improvements;
- (4) Responsibility for constructing, operating, and maintaining improvements;
- (5) Whether the lessee must submit development plans or construction management schedules or both to the Tribe for approval before beginning construction of any improvements;
- (6) Removal of improvements;
- (7) Whether a lessee may develop equity in improvements and sell its interest in the improvements based on the equity;
- (8) The Tribe's right of first refusal to purchase the lessee's interest in improvements, if any; and
- (9) A provision, for so long as the Tribe's intergovernmental agreements concerning property taxation with La Plata County and Archuleta County, respectively, are in full force and effect, conditioning the Tribe's approval of any improvements on the non-Southern Ute tribal member lessee providing timely written notice to the La Plata County Assessor or Archuleta County Assessor, depending on the County in which the leased premises are located, with a copy provided to the Department of Natural Resources, of the commencement and the completion of the installation or construction of the authorized improvement.

30-4-105. Environmental Review Required. Before the Tribal Council approves a lease document, the Department of Natural Resources must demonstrate compliance with the Tribal Environmental Review Policy Code. Likewise, before approving and signing a short-term residential lease and before approving a short-term

pasture lease, the Tribal Housing Department Director and the Director of the Tribe's Department of Natural Resources, respectively, must ensure there has been compliance with the Tribal Environmental Review Policy Code. For renewable energy resource leases and energy-related business leases, the Tribe's Department of Energy must demonstrate compliance with the Tribal Environmental Review Policy Code. The Tribal Environmental Review Policy Code must include evaluation of any significant environmental effects of the action, public notice and comment, and Tribal response to relevant public comments.

- 30-4-106. Appraisal.** The Tribe may require an appraisal for purposes of establishing the value of tribal land that is the subject of an application for a lease or that is leased, the value of improvements located on leased land, or other relevant purposes.
- 30-4-107. Performance Bond.** To reasonably assure performance of the lessee's obligations under the lease, the Tribe may require a lessee to provide a performance bond or security deposit.
- 30-4-108. Insurance.** A lessee must maintain insurance necessary to protect the interests of the Tribe and in amounts sufficient to protect all insurable improvements on the premises, except that the Tribe may waive the insurance requirement, in whole or in part, if the waiver is determined by the Tribe's decision maker to be in the best interest of the Tribe.
- 30-4-109. Lease Payments.** For any lease requiring payments to be made to the Tribe, the Tribe must provide the Secretary with such documentation of the lease payments to enable the Secretary to discharge the trust responsibility of the United States, as required by 25 U.S.C. § 415(h)(6)(b).
- 30-4-110. Taxation.** Leasehold or possessory interests, activities and operations conducted under a lease, and improvements made to land under a lease, are subject to applicable taxes.
- 30-4-111. Conservation Plans and other resource management plans.** A lease may require the incorporation of appropriate conservation plans or other environmental health stipulations. For agricultural leases, all farming and grazing operations must be conducted in accordance with recognized principles of sustained yield management, integrated resource management planning, sound conservation practices, and other community goals as expressed in applicable tribal laws, leasing policies, or agricultural resource management plans.

30-4-112. Negotiated remedies. Damages for breach by either party may be negotiated in the lease but only at an amount that is reasonable in light of the anticipated or actual loss caused by the breach and the difficulties of proof of loss.

30-4-113. Dispute Resolution. Unless agreed to otherwise by the Tribal Council, if a lease document contains a dispute resolution provision other than non-binding mediation, it must provide that:

- (1) The lease document is governed by applicable tribal and federal law;
- (2) In the event of litigation arising from the interpretation or the enforcement of any of the terms or provisions of the lease document, the parties to the lease document agree that the venue for such litigation will be the Southern Ute Indian Tribal Court;
- (3) The prevailing party is entitled to costs and expenses including reasonable attorneys' fees; and
- (4) The lease's dispute resolution provisions may not be considered a waiver of the Tribe's sovereign immunity unless an explicit consent to such a waiver has been approved by the Tribal Council.

30-4-114. Other Documentation. The following are required for a person to enter into a lease:

- (1) A signed lease;
- (2) A restoration and reclamation plan, if required by the Tribe;
- (3) All reports, surveys, site assessments, or other information necessary to comply with any applicable environmental review or other applicable law or policy; and
- (4) Any plans of development or construction schedules required by the Tribe.

Article 5. SUBLEASES AND LEASE ASSIGNMENTS

30-5-101. Subleases and Lease Assignments Allowed. A lease may authorize subleases and lease assignments, provided that:

- (1) A sublease or lease assignment may not relieve the original lessee of any liability under the lease unless an explicit consent to such relief has been approved by the Tribe or its decision maker.

- (2) An assignee under a lease assignment must agree in writing to assume all of the obligations and conditions of the lease.
- (3) If required by an applicable mortgagee or surety agreement, a sublease or lease assignment must have the prior approval of the mortgagee or surety.

Article 6. LEASEHOLD MORTGAGES

- 30-6-101. Leasehold Mortgages Allowed.** A lease may authorize mortgages of the leasehold interest for the purpose of financing to develop and improve the leased premises. A mortgage granted by a lessee is subject to and subordinate to all rights and interests of the Tribe, and the leasehold mortgage may be an encumbrance or lien only on the leasehold estate.

Article 7. RECORDING OF INSTRUMENTS

- 30-7-101. Recording.** All lease documents must be recorded at the BIA's Land Titles and Records Office (LTRO) and copies of the same shall be maintained by the Tribe.

Article 8. ENFORCEMENT OF LEASE VIOLATIONS

- 30-8-101. General Enforcement Provisions.** The Tribe has all of the powers necessary to enforce the lease terms, consistent with applicable law and policy.
- 30-8-102. Default.** In the absence of terms in the lease to the contrary, the Enforcement of Secured Transactions Code, Title 15, Article 2 of the Southern Ute Indian Tribal Code (Actions to Recover Possession of Real Property), as amended, applies to actions to recover possession of the leased premises. The Enforcement of Secured Transactions Code was initially approved by the BIA and effective on February 25, 1981, and subsequently amended March 21, 1989 and June 10, 1996.
- 30-8-103. Harmful or Threatening Activities.** If a lessee or other occupant of the leased premises threatens to cause immediate and significant harm to the leased premises, or undertakes criminal activity on the leased premises, the Tribe may take appropriate emergency action, including without limitation removal of the lessee from the premises.
- 30-8-104. Trespass.** If any person occupies or uses the leased premises without authorization, the Tribe may file a trespass action to regain possession under applicable law or pursue other appropriate remedies.
- 30-8-105. BIA Enforcement.** Upon reasonable notice and request by the Tribe and at the BIA's discretion, the BIA may enforce the provisions of or cancel a lease.

Article 9. APPEALS

- 30-9-101. Appeals.** This Leasing Code is not intended to and does not create an individual right to appeal decisions resulting in the Tribe declining to enter into a lease with individuals or entities seeking the possession, occupancy, or use of tribal lands, which decisions are within the sole discretion of the Tribe. The Tribe's decision whether to approve a lease, lease amendment, lease assignment, sublease, or leasehold mortgage is final and non-appealable, and the Southern Ute Indian Tribal Court shall have no jurisdiction over any such matter. A lessee may appeal other determinations or actions of the Tribe, for declaratory or injunctive relief only and not damages, in accordance with the Administrative Appeals and Hearing Office Code, Title I, Article V of the Southern Ute Indian Tribal Code, as amended. The Tribe's Administrative Appeals and Hearing Office Code was previously approved by the BIA on August 4, 2014.
- 30-9-102. Filing Deadline.** A claimant filing an appeal authorized under this Code must file his or her request for a hearing or appeal within ten business days of the determination or action being appealed.

Article 10. SOVEREIGN IMMUNITY, SEVERABILITY, AMENDMENTS

- 30-10-101. Sovereign Immunity.** Except where an action against the Tribe is explicitly authorized under this Code, nothing in this Code may be construed as a waiver of the Tribe's sovereign immunity.
- 30-10-102. Severability.** The provisions of this Code are severable. If any provision of this Code or its application to any person or circumstance is stayed or held invalid, the remaining provisions remain in full force and effect.
- 30-10-103. Amendments.** Tribal Council may make minor, technical amendments to this Code without submitting the amendments to the Secretary of the Interior. Substantive amendments to this Code must be submitted to the Secretary of the Interior or her authorized representative for approval. Substantive amendments to any law or policy incorporated by reference in this Code must be independently submitted to the Secretary of the Interior or her authorized representative for approval. Amendments to such incorporated law or policy will not require reapproval of this Code, so long as the Tribe's request for approval of the incorporated law or policy includes notice to the Secretary that her approval of such law or policy may affect this Code.

APPROVAL

This *Residential, Business, Agricultural, and Renewable Energy Resource Leasing Code* was approved at the Regular Tribal Council Meeting on January 3, 2023.



Mr. Melvin A. Baker, Chairman
Southern Ute Indian Tribal Council