



THE PAIUTE INDIAN TRIBE OF UTAH
440 North Paiute Drive • Cedar City, Utah 84721 • (435) 586-1112 • Fax (435) 867-2659

Title 18 LEASING

**PAIUTE INDIAN TRIBE OF
UTAH**

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.01 GENERAL

18.01.01 TITLE

This Ordinance shall be known as the Leasing Ordinance of the Paiute Indian Tribe of Utah (“Leasing Ordinance” or “Ordinance”).

18.01.02 FINDINGS AND PURPOSE

The purpose of this Leasing Ordinance is to establish a process for Tribal approval of Leases of Tribal land that will not require the approval of the Secretary of the Interior, if the Lease is executed under this Leasing Ordinance, in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (“HEARTH Act”), 25 U.S.C. § 415(h). This Leasing Ordinance is enacted pursuant to the authority of the Tribal Council of the Paiute Indian Tribe of Utah under the Constitution of the Paiute Indian Tribe of Utah, Article V, Section 1.

This Leasing Ordinance will be liberally interpreted and construed to implement the HEARTH Act by establishing a process under which Residential, Business, Public Purpose, Agricultural, Wind Energy Evaluation, and Wind and Solar Resources Leases of Tribal land by the Tribe will not require approval of the Secretary of the Interior, if the Lease is executed under this Leasing Ordinance as approved by the Secretary of the Interior. Nothing in this Leasing Ordinance is intended to expand the authority or responsibility of the Secretary of the Interior beyond that provided for under applicable federal statutes or regulations.

18.01.03 APPLICABILITY

(1) This Leasing Ordinance applies to Residential, Business, Public Purpose, Agricultural, Wind Energy Evaluation, and Wind and Solar Resources Leases of trust or restricted lands of the Paiute Indian Tribe of Utah and its constituent Bands.

(2) This Ordinance will not apply to:

- A. Mineral Leases or mineral development agreements;
- B. Any Lease of an allotment or individually-owned land;
- C. Any Leases of fractionated interests;
- D. Leases included under homeownership or low-income housing programs administered using federal funding;
- E. The Utah Paiute Tribal Housing Authority;
- F. Permits to use Tribal land;
- G. Rights-of-way; or

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

H. Unrestricted fee or individually owned land.

(3) Nothing herein shall be construed to affect the terms and conditions of Leases existing or in effect on or prior to the effective date of this Leasing Ordinance.

18.01.04 CONTROLLING LAW

To the extent that this Leasing Ordinance conflicts with any applicable federal statutes or regulations, the federal statute or regulation shall control. To the extent that any Lease to which this Ordinance applies conflicts with this Ordinance, this Ordinance shall control. To the extent that any Lease to which this Ordinance applies conflicts with any applicable Tribal law, the Tribal law shall control.

18.01.05 EFFECTIVE DATE

This Ordinance shall take effect upon its adoption by the Tribal Council and approval by the Secretary.

18.01.06 AMENDMENTS

The Tribal Council may make minor, technical amendments to this Ordinance without submitting the amendments to the Secretary. Substantive amendments to this Ordinance must be submitted to the Secretary or the Secretary's authorized representative for approval.

18.01.07 SEVERABILITY

If any provision or provisions of this Ordinance is/are held invalid by a court of competent jurisdiction, this Ordinance shall continue in effect as if the invalid provision(s) was/were not a part hereof.

18.01.08 SOVEREIGN IMMUNITY

Nothing in this Ordinance shall be construed to waive the sovereign immunity of the Tribe, the Bands, or any of their enterprises, authorities, officers, agents, or employees.

18.01.09 FEES AND TAXATION

Lessees and Leasehold Interests in Tribal land may be subject to fees, taxation, or assessments by the Tribe in accordance with Tribal law.

18.01.10 DEFINITIONS

As used in this Leasing Ordinance, the following words and phrases shall have the following meanings, unless the context clearly requires otherwise:

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- (1) “Agricultural Land” means Tribal trust land suited or used for the production of crops, livestock, or other agricultural products or a business that supports the surrounding agricultural community.
- (2) “Agricultural Lease” means a Lease of agricultural land for farming, grazing, or associated agricultural purposes not designated/defined as a Business Lease.
- (3) “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.
- (4) “Band” means any one of the five constituent Bands of the Paiute Indian Tribe of Utah: the Cedar Band of Paiutes, Indian Peaks Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, and Shivwits Band of Paiutes.
- (5) “Band Chairperson” means the Chairperson of a constituent Band of the Paiute Indian Tribe of Utah.
- (6) “Band Council” means the governing body of any one of the five constituent Bands of the Paiute Indian Tribe of Utah.
- (7) “Band Lands” means lands held in trust or restricted status for a constituent Band by the United States.
- (8) “Best Interest of the Tribe” means, but is not limited to, when an outcome is most favorable based on a balancing of interests undertaken in order to attain the highest economic income, increase economic development, preserve and enhance the value of Tribal trust land, increase employment, and preserve the sovereignty of the Tribe.
- (9) “BIA” means the Bureau of Indian Affairs within the United States Department of the Interior.
- (10) “Business Lease” means any Lease that is not defined and covered as an Agricultural Lease, Residential Lease, WEEL, WSR Lease, or public purpose Lease under this Leasing Ordinance. Business Leases may be for commercial, industrial, retail, entertainment, office, manufacturing, storage, distribution, waste-to-energy, or other business purposes. Business Leases may authorize the construction of single-purpose or mixed-use projects designed for use by any number of occupants.
- (11) “Chairperson” means the Chairperson of the Paiute Indian Tribe of Utah.
- (12) “Development Period” means the time period from commencement of a Business Lease or a WSR Lease to when improvements are expected to be substantially completed.
- (13) “Environmental Review Process” means the process for conducting the Environmental Review to assess whether a proposed development or project, as

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

contemplated and/or subject to a Lease, will have any Significant Effects on the Environment, as defined in the Leasing Ordinance.

- (14) “Fair Annual Lease Value” means the amount of rental income that a leased tract of Tribal trust or restricted land would most likely command in an open and competitive market, or as determined by competitive bidding.
- (15) “Lease” means a written contract between the Tribe or a Band as Lessor and a Lessee, whereby the Lessee is granted a right to possession of Tribal trust or restricted land only to the extent provided in the Lease.
- (16) “Lease document” means a Lease amendment, Assignment, Sublease, Lease renewal, Leasehold Mortgage, or similar documents.
- (17) “Leasing Officer” means an official authorized and designated by the Tribal or Band Council to execute Leases or Lease documents, administer a Lease on behalf of the Tribe or Band, and to perform other duties as provided in this Leasing Ordinance.
- (18) “Leasehold Interest” means a claim or right to enjoy the exclusive possession and use of property for a stated definite period, as created by a Lease.
- (19) “Leasehold Mortgage” means a mortgage, 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.
- (20) “Lessee” means a person who has acquired a legal right to possess Tribal land granted by a Lease entered into under this Leasing Ordinance.
- (21) “Lessor” means the Tribe or Band granting a Lease that provides the Lessee with a legal right to possess the land for the purposes stated in the Lease documents.
- (22) “LTRO” means the Land Titles and Records Office of the BIA.
- (23) “Permanent Improvement” means any building, other structure, and associated infrastructure attached to the leased premises that is now an integral part of the property.
- (24) “Premises” means any portion of Tribal land, as described in any Lease, and any common areas and grounds appurtenant thereto.
- (25) “Public” for the purposes of the Environmental Review process, means any person or entity who can demonstrate that they will be directly substantially affected by the Lease or Lease activity.
- (26) “Public Purpose Lease” means a Lease, other than a Residential Lease, for religious, cultural, educational, recreational, or other purpose primarily for social or

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

cultural betterment of the Tribal community, rather than a commercial or profit-making purpose.

- (27) “Residential Lease” means a Lease of undeveloped or developed land, together with the Permanent Improvements thereon, for single-family residences.
- (28) “Resource Development Plan” means a plan that describes the Permanent Improvements to be installed on the Tribal land subject to a Lease, the location of their installation, design standards to be used, a schedule for commencement and completion dates of their installation and related construction activities, and information regarding proper maintenance of the Permanent Improvements.
- (29) “Restoration and Reclamation Plan” means a plan that defines the reclamation, revegetation, restoration, and soil stabilization requirements for a leased site, and requires the expeditious reclamation of construction areas and revegetation of disturbed areas to reduce invasive plant infestation and erosion.
- (30) “Secretary” means the Secretary of the Department of the Interior.
- (31) “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 historical, cultural, or aesthetic significance.
- (32) “Sublease” means a written agreement by which the Lessee grants to an individual or entity a right to possession no greater than that held by the Lessee under the Lease.
- (33) “Tribal Council” means the Tribal Council of the Paiute Indian Tribe of Utah, which is the governing body of the Tribe.
- (34) “Tribal Land” means the surface estate of any tract of land held by the United States in trust or restricted status for the benefit of the Tribe or the Tribe’s constituent Bands.
- (35) “Tribe” or “Tribal” means the Paiute Indian Tribe of Utah.
- (36) “Trust or Restricted Status” means any tract of land held in trust by the United States for the benefit of the Tribe or its constituent Bands, or that may only be alienated or encumbered by the Tribe or its constituent Bands with approval of the United States.
- (37) “WEEL” means a Wind Energy Evaluation Lease authorizing short term possession of Tribal trust or restricted land for the purpose of installing, operating, and maintaining instrumentation and associated infrastructure such as meteorological towers to evaluate wind resources for electrical generation.
- (38) “WSR Lease” means a Lease that authorizes possession of Tribal trust or restricted land for the purpose of installing, operating, and maintaining instrumentation, facilities,

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

and associated infrastructure, such as wind turbines and solar panels, to harness wind power and solar power to generate and supply electricity for resale:

- A. On a for-profit or not-for-profit basis;
- B. To a utility serving the public generally; or
- C. To users within the local community on or near Tribal trust or restricted lands.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.02 OBTAINING A LEASE

18.02.01 INFORMATION

Information on obtaining Leases shall be available from Leasing Officers, or at the Tribal Headquarters or the Tribe's website. Any person interested in obtaining a Lease covered by this Leasing Ordinance shall submit a completed application on forms provided by the Tribe to the applicable Leasing Officer for the land to be leased. Leasing applications may be found on the Tribe's website or by contacting the Leasing Officer.

18.02.02 LEASING OFFICER

- (1) Within fifteen (15) days of Secretarial approval of this Leasing Ordinance, the Tribal Council shall appoint the Leasing Officer to oversee leasing of Tribal lands by written resolution of the Tribal Council. The Leasing Officer shall not be required to be a Tribal member, and shall have expertise in commercial leasing and commercial real estate matters.
- (2) A Band Council assuming authority to administer leasing of its Band lands pursuant to Article III of this Ordinance shall appoint a Leasing Officer in its written resolution notifying the Tribal Council of such assumption of authority. The Leasing Officer shall not be required to be a Tribal member, and shall have expertise in commercial leasing and commercial real estate matters.

18.02.03 LEASE APPLICATIONS

- (1) Applicants shall submit completed Lease applications and required documentation to the Leasing Officer. The Leasing Officer shall review the application for completion. Incomplete applications will be returned to the applicant with a letter outlining the information necessary to move the application forward.
- (2) All applicants for Leases shall submit the following documents to the applicable Leasing Officer for the land to be leased:
 - A. A completed Lease application in a form supplied by the Tribe;
 - B. Financial statements, documentation, and information sufficient to demonstrate the applicant's financial capacity to carry out the activity contemplated by the proposed Lease and to fulfill the financial and other obligations of the proposed Lease;
 - C. A legal description of the land to be Leased and/or a site survey;
 - D. Preliminary plans for any Permanent Improvements to be installed on the leased premises in a manner sufficient for the Leasing Officer to identify and evaluate any potential Significant Effects on the Environment of the proposed Lease actions; and

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- E. Other documents as may be required by the Leasing Officer, including those required by this Leasing Ordinance for Residential, Business, Agricultural, WEEL, and WSR Leases.

18.02.04 PRELIMINARY APPROVAL AND NEGOTIATION

- (1) The Leasing Officer shall submit completed Lease applications to the Tribal or Band Council for preliminary review and approval. The Leasing Officer is authorized to issue recommendations to the Tribal or Band Council based upon the Leasing Officer's review of the application.
- (2) Whether to pursue development of any proposed Lease and negotiation of Lease terms shall be determined based on the substance and merits of each Lease application by a majority vote of the Tribal or Band Council, guided by the recommendations of the Leasing Officer.
- (3) The Leasing Officer shall notify the Lease applicant of the Tribal or Band Council's preliminary decision to approve or disprove the Lease application within forty-five (45) days of receipt of the application.
- (4) Upon preliminary approval of a Lease application by the Tribal or Band Council, the Leasing Officer shall commence the Environmental Review process to the extent required by this Ordinance, and the Leasing Officer and applicant shall engage in negotiations of a Lease with terms mutually agreed upon by all parties thereto.

18.02.05 LEASE APPROVAL

- (1) If, following Lease negotiations and completion of the Environmental Review process required by this Leasing Ordinance, the Leasing Officer is satisfied with the terms and conditions of a proposed Lease and is satisfied that the terms and conditions of the proposed Lease meet the requirements of this Ordinance, the Leasing Officer shall forward the proposed Lease agreement to the Tribal or Band Council for consideration and final approval within thirty (30) days of completion of the Environmental Review Process, to the extent required.
- (2) The Tribal and Band Councils have the authority to give final approval for all Leases. The Tribal or Band Council shall have forty-five (45) days from the receipt of the proposed Lease from the Leasing Officer to issue its decision to approve or disapprove the proposed Lease.
- (3) Approval of Leases shall be through duly-adopted resolutions of the Tribal or Band Council.
- (4) The Leasing Officer shall provide written notice of all final decisions on Lease applications to the prospective Lessee, by personal delivery, email, or United States first class mail to the mailing address listed in the Lease application. Failure to give such notice shall not affect the validity of any determination, recommendation, or action.
- (5) An approved Lease shall be executed by the Leasing Officer, or Tribal or Band Chairperson within ten (10) days of approval by the Tribal or Band Council.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- (6) No Lease shall be approved under this Ordinance more than twelve (12) months prior to the commencement of the term of such Lease.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.03 AUTHORITY OF BAND COUNCILS

18.03.01 CONSTITUTIONAL AUTHORITY

Pursuant to Article VIII, Section 2 of the Constitution of the Paiute Indian Tribe of Utah, the constituent Bands of the Tribe have the authority to make contracts, except with the federal, state, or local governments, under their own names concerning matters that relate solely to the Band; and, subject to applicable federal laws and regulations, to Lease and assign Band lands and interests in Band lands. The Tribal Council may not infringe on these powers of the Bands.

18.03.02 ASSUMPTION OF LEASING AUTHORITY

- (1) A Band may assume authority under this Leasing Ordinance to consider, approve, administer, and take all necessary actions with respect to Leases, Subleases, and other leasing-related actions pertaining to lands held in trust or restricted status for that Band without Secretarial approval by notifying the Tribal Council of such assumption through a duly-adopted written resolution of the Band Council. Such resolution must identify the Leasing Officer for the Band.
- (2) Upon assumption of authority under this Leasing Ordinance, the Band Council's authority and responsibilities shall be the same as those of the Tribal Council. A Band Council with delegated authority shall be bound by the requirements of this Leasing Ordinance.

18.03.03 AUTHORITY OF THE TRIBAL COUNCIL

The Tribal Council shall not have authority under this Leasing Ordinance to negotiate, execute, or administer Leases of lands held in trust for a constituent Band without the express written consent of the Band Council.

18.03.04 DOCUMENTATION

Band Councils shall provide all Leases and Lease documents, including amendments, Subleases, Assignments, and Leasehold Mortgages, to the Tribal Council following recordation of the document by the BIA pursuant to Article XI, Section 1 of this Ordinance.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.04 REQUIRED LEASE TERMS AND CONDITIONS

18.04.01 REQUIRED LEASE TERMS

(1) All Leases must be in writing and contain, at a minimum:

- A. A description of the tract, location, or parcel of the Tribal or Band land that is being leased, in terms sufficient for the LTRO to identify the leased premises for the purposes of recording;
- B. The purpose of the Lease and authorized uses of the leased premises;
- C. The parties to the Lease;
- D. The effective date and term of the Lease, including any option to renew;
- E. Language specifying all rent and payment requirements, including payment due dates, acceptable forms of payment, late payments, penalties, and interest;
- F. If Permanent Improvements are to be built, applicable due diligence requirements;
- G. Insurance and bonding requirements, if applicable;
- H. The rate of interest to be charged if the Lessee fails to make payments in a timely manner and any additional late payment penalties. Unless the Lease provides otherwise, interest charges and late payment penalties are not subject to a notice requirement and shall apply automatically, and the failure to pay such amount shall be treated as a violation of the Lease;
- I. Language specifying that the Lessee shall make payments directly to the Lessor, which shall maintain documentation of Lease payments that are sufficient to enable the Secretary to discharge the trust responsibility of the United States;
 - (a) If the Lease provides for rental reviews or adjustments over the Lease term, the Lease must:
 - (aaa) State how adjustments are made;
 - (bbb) State who makes the adjustments;
 - (ccc) When the adjustments are effective; and
 - (ddd) How disputes about adjustments are resolved.
- J. State all applicable laws, in addition to federal law, may apply to the Lease;

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- K. State the process for amendment, which shall be only in writing signed by both parties, and with the consent of any mortgagee;
 - L. State whether the Lessee is required to pay additional fees, taxes, or assessments associated with the use of the leased premises;
 - M. An indemnification and hold-harmless provision in favor of the United States and the Tribe or Band as Lessor from any loss, liability, or damages resulting from the Lessee's use or occupation of the leased premises;
 - N. An indemnification and hold-harmless provision in favor of the United States and the Tribe or Band 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 or Band for liability or cost arising from the Tribe's or Band's negligence or willful misconduct;
 - O. The Tribe or Band and Secretary have the right, at any reasonable time during the term of the Lease and upon reasonable notice, in accordance with the Ordinance and other applicable laws, to enter the leased premises for inspection and to ensure compliance;
 - P. The Tribe or Band and Secretary may, at their discretion, treat any failure to cooperate with a request to make appropriate records, reports, or information available for inspection and duplication as a Lease violation;
 - Q. A provision that if the leased premises are within an irrigation project or drainage district, the Lessee must pay all operation and maintenance charges that accrue during the Lease term;
 - R. A provision stating the obligations of the Lessee and its sureties to the Tribe or Band are also enforceable by the United States, so long as the leased premises remain in trust or restricted status;
 - S. A provision stating the Lessee will comply with all applicable laws, including the Tribe's Nuisance Ordinance, and there must not be any unlawful conduct or illegal activity on the leased premises; and
 - T. A provision stating the Lessor or the Secretary may, upon reasonable notice and at the Lessor or Secretary's discretion, enter the leased premises to enforce or terminate the Lease.
- (2) Insurance. A Lessee shall provide insurance necessary to protect the interests of the Lessor and in amounts sufficient to protect all insurable improvements on the premises.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- A. The Tribe or Band and the United States must be identified as additional insured parties.
- B. Insurance may include, but is not limited to property, liability, or casualty insurance.
- C. The Lessee shall provide proof of insurance to the Lessor.
- D. The Tribal or Band Council may waive the insurance requirement 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.
- E. The insurance policy shall be written to provide the Tribe or Band and any Leasehold Mortgagee with thirty (30) days' notice before the cancellation of any insurance policy on the leased premises.
- F. Failure of the Lessee to provide adequate insurance may result in the Lessor obtaining an insurance policy on the leased premises and charging Lessee with the cost for such insurance.

18.04.02 BONDS

- (1) All Lessees, except for Lessees of a Residential Lease or WEEL, shall obtain a satisfactory performance bond in an amount sufficient to secure the contractual obligations of the Lease. Such bond shall be for the purpose of securing the Lessee's contractual obligation under the Lease and may guarantee:
 - A. The annual Lease payment;
 - B. The estimated development cost of improvements;
 - C. Any additional amount necessary to ensure compliance with the Lease;
 - D. The Tribal Council may waive the bond requirement, or reduce the amount, if doing so is in the best interest of the Tribe. The Tribal Council shall maintain written records of waivers and reductions.
- (2) A bond may be in one of the following forms:
 - A. Certificates of deposit issued by a federally-insured financial institution authorized to do business in the United States;
 - B. Irrevocable letters of credit issued by a federally-insured financial institution authorized to do business in the United States;
 - C. Negotiable Treasury securities;
 - D. A surety bond issued by a company approved by the United States Department of the Treasury; or
 - E. Any other form as determined by the Leasing Officer.
- (3) The bond shall be written to provide the Tribe or Band and any Leasehold Mortgagee with thirty (30) days' notice before the cancellation of any insurance policy on the leased premises.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.04.03 PERMANENT IMPROVEMENTS TO LEASED PREMISES

- (1) The Lessee may construct Permanent Improvements under a Lease if the Lease specifies, permits, or provides for the development of:
 - A. A plan that describes the type and location of any Permanent Improvements to be constructed by the Lessee; and
 - B. A general schedule for the construction of Permanent Improvements, including dates for commencement and completion of construction.
- (2) All Leases must specify who will own any Permanent Improvements the Lessee constructs during the Lease term, and may specify under what conditions, if any, the Permanent Improvements the Lessee constructed may be conveyed to the Lessor during the Lease term. In addition, the Lease must indicate whether each specific Permanent Improvement the Lessee constructs will:
 - A. Remain on the leased premises upon expiration, cancellation, or termination of the Lease, in a condition satisfactory to the Lessor, and become property of the Lessor;
 - B. Be removed within a time period specified in the Lease, at the Lessee's expense, with the leased premises to be restored as closely as possible to their condition before construction of the Permanent Improvements; or
 - C. Be disposed of by other means.
- (3) A Lease that requires the Lessee to remove the Permanent Improvements must also provide the Lessor with an option to take possession of and title to the Permanent Improvements if the improvements are not removed within the specified time period.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.05 FAIR ANNUAL LEASE VALUE AND PAYMENTS

18.05.01 APPRAISAL

(1) The fair annual Lease value shall be determined using one (1) of the following methods:

- A. An appraisal or equivalent procedure performed by the Lessor using the following data: improvement cost, replacement cost, earning capacity, sales, and Lease data of comparable sites or by similar methodology as approved by the Leasing Officer; or
- B. An appraisal performed by a licensed appraiser agreed upon by the parties to a Lease agreement, using the Uniform Standards of Professional Appraisal Practice or other commonly accepted method of appraisal.

18.05.02 FAIR ANNUAL LEASE VALUE

(1) All Leases, except for Residential Leases and WEELs, must be approved for the present fair annual Lease value, except as follows:

- A. The proposed project related to the Lease is in the Development Period;
- B. The Tribe or Band is providing an incentive for the business to locate on Tribal trust or restricted lands, and must provide Lease concessions to attract such businesses; or
- C. The Tribal or Band Council determines such action is in the best interest of the Tribe.

(2) A Residential Lease or WEEL may provide for nominal rent.

18.05.03 PAYMENT STRUCTURE

(1) Rent may be structured:

- A. At a flat rate;
- B. At a flat rate plus a percentage of gross receipts, if the Lessee generates over One Million Dollars (\$1,000,000.00) annually in gross receipts; or
- C. Based on a market indicator.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.06 RESIDENTIAL LEASES

18.06.01 TERM OF RESIDENTIAL LEASES

- (1) A Residential Lease may not exceed a term of seventy-five (75) years. A Residential Lease may provide for an initial term of less than seventy-five (75) years with a provision for one or more renewals, so long as the total term, including all renewals, does not exceed seventy-five (75) years.
- (2) If a Residential Lease provides an option to renew, it must state a definite time frame for the renewal period. The option to renew must include:
 - A. The time and manner the option must be exercised or is automatically effective;
 - B. Any additional consideration that will be due upon exercise of the option to renew; and
 - C. Any other conditions for renewal.
- (3) A Residential Lease may be on a month-to-month basis or shall be for a stated term.

**18.06.02 ADDITIONAL DOCUMENTATION REQUIRED FROM
PROSPECTIVE RESIDENTIAL LESSEE**

Following preliminary approval of a Lease application pursuant to Article II, Section 4 of this Leasing Ordinance, and before completion of negotiations regarding the terms and conditions of a Residential Lease, a prospective residential Lessee shall provide the Leasing Officer with a tentative construction schedule for Permanent Improvements planned for the leased premises that include dates for commencement and completion of construction.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.07 BUSINESS LEASES

18.07.01 TERM OF BUSINESS LEASES

- (1) The term of a Business Lease shall not exceed twenty-five (25) years, except that a Business Lease may include two (2) options to renew, with each such renewal period not exceeding twenty-five (25) years (for a maximum permissible term of seventy-five (75) years).
- (2) If a Business Lease provides an option to renew, it must state a definite time frame for the renewal period. The option to renew must include:
 - A. The time and manner the option must be exercised or is automatically effective;
 - B. Any additional consideration that will be due upon exercise of the option to renew; and
 - C. Any other conditions for renewal.

18.07.02 ADDITIONAL DOCUMENTATION REQUIRED FROM PROSPECTIVE BUSINESS LESSEE

- (1) Following preliminary approval of a Lease application pursuant to Article II, Section 4 of this Leasing Ordinance, and before completion of negotiations regarding the terms and conditions of a Business Lease, a prospective business Lessee shall provide the Leasing Officer with the following documentation:
 - A. A tentative construction schedule for Permanent Improvements planned for the leased premises that includes dates for commencement and completion of construction;
 - B. If the proposed Lessee is a corporation, limited liability company, partnership, joint venture, or other legal entity, including such entities as are owned by the Tribe or Bands, such Lessee shall provide copies of its organizational documents, certificates, records, licenses, permits, resolutions, etc., that demonstrate that:
 - (a) An authorized representative of such Lessee has been appointed to sign the Lease;
 - (b) The Lease will be enforceable against the Lessee; and
 - (c) The legal entity is in good standing and authorized to conduct business in the jurisdiction where it was organized.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.07.03

**DUE DILIGENCE REQUIREMENTS OF BUSINESS LESSEE FOR
PERMANENT IMPROVEMENTS**

- (1) If Permanent Improvements are to be constructed on the leased premises, the Business Lease must include due diligence requirements that require the Lessee to complete the design and construction of any Permanent Improvements within the schedule specified in the Lease or general schedule of construction, and a process for changing the schedule by mutual consent of the parties. If construction does not occur, or is not expected to be completed within the time period specified in the Lease, the Lessee must provide the leasing officer with an explanation of good cause as to the nature of any delay, the anticipated date of construction of the Permanent Improvements, and evidence of progress toward completion of construction.
- (2) Failure of the Lessee to comply with due diligence requirements of the Business Lease is a violation of the Lease and may lead to cancellation of the Lease pursuant to this Leasing Ordinance.
- (3) The Tribal or Band Council may waive any of the requirements of this Section if the Tribal or Band Council determines that such waiver is in the best interest of the Tribe.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.08 AGRICULTURAL LEASES

18.08.01 TERM OF AGRICULTURAL LEASES

- (1) The term of an Agricultural Lease shall not exceed twenty-five (25) years, except that an Agricultural Lease may include two (2) options to renew, with each such renewal period not exceeding twenty-five (25) years (for a maximum permissible term of seventy-five (75) years).
- (2) If an Agricultural Lease provides an option to renew, it must state a definite time frame for the renewal period. The option to renew must include:
 - A. The time and manner the option must be exercised or is automatically effective;
 - B. Any additional consideration that will be due upon exercise of the option to renew; and
 - C. Any other conditions for renewal.

18.08.02 ADDITIONAL DOCUMENTATION REQUIRED FROM PROSPECTIVE AGRICULTURAL LESSEE

- (1) Following preliminary approval of a Lease application pursuant to Article II, Section 4 of this Leasing Ordinance, and before completion of negotiations regarding the terms and conditions of an Agricultural Lease, a prospective agricultural Lessee shall provide the Leasing Officer with the following documentation:
 - A. A tentative construction schedule for Permanent Improvements planned for the leased premises that includes dates for commencement and completion of construction; and
 - B. If the proposed Lessee is a corporation, limited liability company, partnership, joint venture, or other legal entity, including such entities as are owned by the Tribe or Bands, such Lessee shall provide copies of its organizational documents, certificates, records, licenses, permits, resolutions, etc., that demonstrate that:
 - (a) An authorized representative of such Lessee has been appointed to sign the Lease;
 - (b) The Lease will be enforceable against the Lessee; and
 - (c) The legal entity is in good standing and authorized to conduct business in the jurisdiction where it was organized.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

**18.08.03 DUE DILIGENCE REQUIREMENTS OF AGRICULTURAL
LESSEE FOR PERMANENT IMPROVEMENTS**

If Permanent Improvements are to be constructed on the premises, the Agricultural Lease must include due diligence requirements that require the Lessee to complete the design and construction of any Permanent Improvements within the schedule specified in the Lease or general schedule of construction, and a process for changing the schedule by mutual consent of the parties. If construction does not occur, or is not expected to be completed, within the time period specified in the Lease, the Lessee must provide the Leasing Officer with an explanation of good cause as to the nature of any delay, the anticipated date of construction of the Permanent Improvements, and evidence of progress toward completion of construction.

- (1) Failure of the Lessee to comply with due diligence requirements of the Agricultural Lease is a violation of the Lease and may lead to cancellation of the Lease pursuant to this Leasing Ordinance.
- (2) The Tribal or Band Council may waive any of the requirements of this Section if the Tribal or Band Council determines that such waiver is in the best interest of the Tribe.

18.08.04 USE OF AGRICULTURAL LAND

Agricultural Leases shall require that farming and grazing operations thereunder be conducted in accordance with organized principles of sustained yield management, integrated resource management planning, sound conservation practices, and other community goals as expressed in applicable Tribal law, policies, and agricultural resource management plans. Appropriate stipulations or conservation plans shall be developed and incorporated in all Agricultural Leases.

18.08.05 ALTERNATIVE FORM OF RENT

Notwithstanding the provisions of Article IV, Section 3 of this Ordinance, rent for Agricultural Leases may be based on a share of the agricultural products yielded by the leased premises, or a percentage of the income to be derived from the sale of such agricultural products.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.09 WIND ENERGY EVALUATION LEASES (WEELS)

18.09.01 PURPOSE OF WEELS

WEELS are short-term Leases that authorize possession of Tribal land for the purpose of installing, operating, and maintaining instrumentation and associated infrastructure, such as meteorological towers, to evaluate wind resources for electricity generation.

18.09.02 ACTIVITIES FOR WHICH A WEEL IS REQUIRED

Anyone other than the Tribe, Bands, or their instrumentalities and enterprises seeking to possess Tribal land to conduct activities associated with the evaluation of wind resources must obtain a WEEL, except that a WEEL is not required if the use of Tribal land is authorized by another form of Lease.

18.09.03 TERM OF WEELS

- (1) A WEEL must provide for a definite term that is no longer than three (3) years and may provide the option for one (1) renewal period not to exceed three (3) years.
- (2) If a WEEL provides an option to renew, it must state a definite term for the renewal period. The option to renew must include:
 - A. The time and manner the option must be exercised or is automatically effective;
 - B. Any additional consideration that will be due upon exercise of the option to renew; and
 - C. Any other conditions for renewal.

18.09.04 ADDITIONAL DOCUMENTATION REQUIRED FROM PROSPECTIVE WEEL LESSEE

- (1) Following preliminary approval of a Lease application pursuant to Article II, Section 4 of this Leasing Ordinance, and before completion of negotiations regarding the terms and conditions of a WEEL, a prospective WEEL Lessee shall provide the Leasing Officer with the following documentation:
 - A. A tentative construction schedule for Permanent Improvements planned for the leased premises that includes dates for commencement and completion of construction;
 - B. If the proposed Lessee is a corporation, limited liability company, partnership, joint venture, or other legal entity, including such entities as are owned by the Tribe or Bands, such Lessee shall provide copies of its organizational documents, certificates, records, licenses, permits, resolutions, etc., that demonstrate that:

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- (a) An authorized representative of such Lessee has been appointed to sign the Lease;
 - (b) The Lease will be enforceable against the Lessee; and
 - (c) The legal entity is in good standing and authorized to conduct business in the jurisdiction where it was organized.
- B. An Equipment Installation Plan, which shall be incorporated in the Lease;
- C. A Resource Development Plan for the construction of Permanent Improvements on the premises, which shall be incorporated in the Lease; and
- D. A Restoration and Reclamation Plan for the premises upon expiration, termination, or cancellation of the WEEL, which shall be incorporated in the Lease.

18.09.05 SPECIFIC REQUIRED LEASE TERMS

- (1) In addition to all mandatory Lease terms and conditions set forth in Article III of this Leasing Ordinance, WEELs must include the following provisions:
 - A. A provision requiring the Lessee to install testing and monitoring facilities on the leased premises within twelve (12) months after the effective date of the WEEL, or other period designated in the WEEL, and consistent with the Resource Development Plan;
 - B. A provision requiring that if installation does not occur, or is not expected to be completed within the time period specified in Section 5(A)(1) of this Article, that the Lessee provide the Lessor with an explanation of good cause for any delay, the anticipated date of installation of facilities, and evidence of progress toward installing or completing testing and monitoring facilities; and
 - C. A provision specifying the ownership of any energy resource information the Lessee obtains during the WEEL term. Unless otherwise specified in the WEEL, the energy resource information the Lessee obtains through the leasing activity becomes the property of the Lessor at the expiration, termination, or cancellation of the WEEL or upon failure by the Lessee to diligently install testing and monitoring facilities in accordance with this section.

**18.09.06 PERMANENT IMPROVEMENTS INSTALLED UNDER A WEEL;
EQUIPMENT INSTALLATION PLAN UNDER WEEL**

- (1) A WEEL anticipates the installation of facilities and associated infrastructure of a size and magnitude necessary for evaluation of wind resource capacity and potential effects of

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

development. The Lease must provide that these facilities and associated infrastructure shall be considered Permanent Improvements.

- (2) A WEEL must provide that any Permanent Improvements must be installed in accordance with an Equipment Installation Plan;
- (3) A WEEL may allow for revision of the Equipment Installation Plan, but must require Tribal or Band Council approval to:
 - A. Change the location of the Permanent Improvements;
 - B. Change the type of the Permanent Improvements; or
 - C. Delay any phase of development more than ninety (90) days.
- (4) A WEEL must specify whether the Lessee intends to grant a security interest, lien, or other encumbrance on or in any Permanent Improvement; the form of any intended security interest, lien, or other encumbrance; and the identity of any person or entity whom the Lessee anticipates will hold or possess a beneficial interest in such a security interest, lien, or other encumbrance.

18.09.07 WSR LEASE OPTION

- (1) A WEEL may provide for an option period following the expiration of the Lease term during which the Lessee and the Lessor may enter into a WSR Lease.
- (2) If a WEEL contains an option to enter into a WSR Lease, it must provide that, notwithstanding the option, the WSR Lease is subject to approval in accordance with Article II of this Ordinance.

18.09.08 COMPATIBLE USES

A WEEL may provide for the Lessor to use or authorize others to use the leased premises for other uses compatible with the purposes of and consistent with the terms of the Lease.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.10 WIND AND SOLAR LEASES (WSRs)

18.10.01 WSR LEASES COVERED

- (1) If generation of electricity is solely to support the use of Tribal land covered by an approved Lease of another form, and not a WEEL or WSR Lease, then the installation, operation, and maintenance of instrumentation, facilities, and associated infrastructure shall be governed by the requirements applicable to the form of approved Lease.
- (2) Except as provided in Section 1(A) of this Article, anyone other than the Tribe, Bands, or their instrumentalities and enterprises seeking to possess Tribal land to conduct activities associated with the development of wind and/or solar resources must obtain a WSR Lease.

18.10.02 PURPOSE OF WSR LEASE

A WSR Lease authorizes a Lessee to possess the premises to conduct activity related to the installation, operation, and maintenance of wind and/or solar energy generation projects, including facilities and infrastructure associated with the generation, transmission, and storage of electricity and other associated activities.

18.10.03 WEEL NOT REQUIRED PRIOR TO WSR LEASE

Obtaining a WEEL is not required as a precondition to a WSR Lease, and with the approval of the Tribal or Band Council, a Lessee may directly enter into a WSR Lease without having had a WEEL.

18.10.04 RESPONSIBILITIES OF A WSR LESSEE

Unless a WSR Lease expressly provides otherwise, the Lessee shall be responsible for evaluating the premises for suitability; purchasing, installing, operating, and maintaining WSR equipment; negotiating power purchase agreements; and arranging for electricity transmission.

**18.10.05 ADDITIONAL DOCUMENTATION REQUIRED FROM
PROSPECTIVE WSR LESSEE**

- (1) Following preliminary approval of a Lease application pursuant to Article II, Section 4 of this Leasing Ordinance, and before completion of negotiations regarding the terms and conditions of a WSR Lease, a prospective WSR Lessee shall provide the Leasing Officer with the following documentation:
 - A. A tentative construction schedule for Permanent Improvements planned for the leased premises that includes dates for commencement and completion of construction;
 - B. If the proposed Lessee is a corporation, limited liability company, partnership, joint venture, or other legal entity, including such entities as are owned by the Tribe or

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

Bands, such Lessee shall provide copies of its organizational documents, certificates, records, licenses, permits, resolutions, etc., that demonstrate that:

- (a) An authorized representative of such Lessee has been appointed to sign the Lease;
 - (b) The Lease will be enforceable against the Lessee; and
 - (c) The legal entity is in good standing and authorized to conduct business in the jurisdiction where it was organized.
- E. A Resource Development Plan for the construction of Permanent Improvements on the premises, which shall be incorporated in the Lease; and
- F. A Restoration and Reclamation Plan for the premises upon expiration, termination, or cancellation of the WSR Lease, which shall be incorporated in the Lease.

18.10.06 PERMANENT IMPROVEMENTS INSTALLED UNDER A WSR LEASE

A WSR Lease shall provide for the installation of facilities and associated infrastructure of a size and magnitude necessary for the generation and delivery of electricity as determined during any analysis and development activities in support of a WSR Lease and in accordance with the Resource Development Plan incorporated in the WSR Lease. All such facilities and infrastructure shall be considered Permanent Improvements.

18.10.07 DUE DILIGENCE REQUIREMENTS OF A WSR LESSEE FOR PERMANENT IMPROVEMENTS

(1) A WSR Lease shall include due diligence requirements that require the Lessee to:

- A. Commence installation of energy facilities within two (2) years after the effective date of the WSR Lease (or consistent with a timeframe stated in the applicable Resource Development Plan incorporated in the WSR Lease);
- B. If installation does not occur, or is not expected to be completed within the specified timeframe, provide the Tribal or Band Council with an explanation of good cause as to the nature of any delay, the anticipated date of installation of the facilities, and evidence of progress toward completion of installation;
- C. Maintain all on-site electrical generation equipment, facilities, and related infrastructure in accordance with the design standards in the Resource Development Plan and best industry practices; and
- D. Repair, place into service, or remove from the premises, within a time period specified in the WSR Lease, any idle, improperly functioning, or abandoned

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

equipment or facilities that have been out of use for a continuous period specified in the WSR Lease (unless due to planned suspension of operations, for example, for grid operations or during bird migration season).

- (2) Failure of the Lessee to comply with the due diligence requirements of the WSR Lease is a violation thereof and may lead to the termination or cancellation of the WSR Lease under this Leasing Ordinance.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.10 ENVIRONMENTAL REVIEW PROCESS

18.11.01 GENERALLY

Unless excluded under this Article, the Tribal and Band Councils shall not approve a Lease until the proposed Lease has undergone the Environmental Review process.

18.11.02 TRIBAL ENVIRONMENTAL REVIEW PROCESS

The Leasing Officer shall oversee Environmental Review under this Ordinance, and prepare a draft Environmental Assessment in accordance with the requirements of this Article within sixty (60) days of the preliminary approval of the Lease application. The Leasing Officer may require that reports or other environmental analysis be prepared and may require that the costs and expenses of Environmental Review and analysis be borne by the proposed Lessee.

18.11.03 IDENTIFICATION AND EVALUATION OF SIGNIFICANT ENVIRONMENTAL IMPACTS OF A PROPOSED ACTION

(1) As part of the negotiations of a proposed Lease, the Leasing Officer shall conduct an evaluation of potential environmental effects or impacts on the environment of any action related to the proposed Lease, using the Tribe's own staff or, if necessary for major actions, environmental consultants, and may require the proposed Lessee to bear the costs and expenses of this review. The Leasing Officer shall conduct an evaluation of the significance of all identified potential environmental effects of the proposed action, utilizing the standards of significance set forth herein and taking the following steps in the identification and evaluation of the potential Significant Effect on the Environment of the proposed action:

- A. Identify any action related to a proposed Lease which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment. A proposed Lessee must disclose to the Leasing Officer, and the Leasing Officer will check and confirm:
 - (a) If the proposed Lease will involve any grading, excavations, installation of structural improvements, modification of existing improvements, or other construction work;
 - (b) What operations and activities are planned for the leased premises; and
 - (c) If the proposed Lease premises are located at or near an environmentally sensitive area or natural resource.
 - (d) A written statement identifying the action and its principal components will be included in the written report documenting the Environmental Review of the action related to the proposed Lease.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

B. Determine if the proposed action is categorically excluded from Environmental Review. In general, the following actions or activities shall be categorically excluded from any requirement to prepare an environmental assessment in connection with the Environmental Review of an action related to a Lease processed under this Leasing Ordinance:

- (a) Approval of a Lease for five (5) acres or less of contiguous land for construction and residential use of a single dwelling and any associated improvements, access roads, and utilities;
- (b) Approval of a Lease for one (1) acre or less of contiguous land for construction and agricultural use of one (1) to four (4) building units, and any associated improvements, access roads, and utilities;
- (c) The operation, repair, maintenance, replacement, transfer, or minor alteration of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of execution of the Lease;
- (d) Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same size, purpose, and capacity as the structure replaced;
- (e) Construction of four (4) or less new, small facilities or structures not exceeding one thousand (1000) square feet in total; installation of small new equipment and facilities in small structures; and the construction or replacement of minor appurtenant structures;
- (f) Minor alterations in the condition of land or vegetation in an area not exceeding one (1) acre, which do not involve removal of healthy, mature, or scenic trees; and
- (g) Minor additions to existing buildings or other structures relating to residential leasing activities where the addition does not increase the original size by more than twenty-five percent (25%).

C. Identify which elements of the environment may be affected by the anticipated action. The Leasing Officer will use the following checklist to identify which elements of the environment will need to be evaluated for significance if they may be affected by the proposed Lease action:

- (a) Any adverse effects to air quality, minerals, and land;
- (b) Any adverse effects to water resources (surface and ground water, water quality, water quantity, water uses, and rights);

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- (c) Any adverse effects to floodplains or wetlands;
- (d) Any adverse effects to biological resources (wildlife, vegetation, ecosystems, and biological communities);
- (e) Any adverse effects to cultural, archaeological, and historic resources;
- (f) Any adverse effects on agriculture, hunting, fishing, gathering, timber harvesting, mining, or recreational uses of land;
- (g) Whether the proposed action would jeopardize threatened or endangered species;
- (h) Any adverse effects on visual resources, scenic views, and wilderness values;
- (i) Any generation of excessive noise, vibrations, light, or glare;
- (j) Any adverse effects on public health and safety; or
- (k)
- (l) Any adverse effects on the economic and social conditions of the Tribal community.

D. Evaluate whether any identified effects on the environment are significant. For each potential environmental impact or effect of the proposed action that has been identified and does not properly fall within a categorical exclusion, the Leasing Officer shall determine whether the impact or effect is adverse or beneficial, and if adverse, whether the degree of adversity reaches a level that is reasonably seen as resulting in a Significant Effect on the Environment. In making these determinations, the Leasing Officer shall exercise good common sense and utilize the standards of significance set forth herein.

18.11.04 MITIGATION MEASURES

For each potential environmental impact of the proposed action that has been determined to have a significant impact on the environment, the Leasing Officer shall consider whether any mitigation measures are reasonably available that could reduce the identified adverse impacts to a level of non-significance. Such mitigation measures may be imposed by the Tribe as conditions for approval of the proposed Lease.

18.11.05 ENVIRONMENTAL REVIEW STATEMENT

(1) If it is determined that a proposed action will have a Significant Effect on the Environment, the Leasing Officer shall cause an Environmental Review statement to be prepared that:

- A. Describes the proposed use of the leased premises;

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- B. Identifies any Significant Effects on the Environment of the action authorized by the proposed Lease;
- C. Considers whether there are any reasonable actions that may be taken to mitigate such Significant Effects on the Environment as part of the proposed Lease; and
- D. Determines whether any such actions should be recommended to the Tribal Council as a condition of approval of the Lease.

(2) If the Leasing Officer concludes that a proposed action will not have a Significant Effect on the Environment, an Environmental Review statement shall not be required. The Leasing Officer shall, within thirty (30) days of such finding, submit the proposed Lease, accompanied by a statement supporting the finding of no significant impact, and additional documents as required by this Ordinance, to the Tribal or Band Council for review and approval.

18.11.06 PUBLIC NOTICE AND COMMENT

- (1) Within fourteen (14) days following the completion of a draft Environmental Review statement, the Leasing Officer shall post a notice that the Environmental Review has been completed at the Tribal Headquarters and on the Tribe or Band's government website. The notice of completion shall notify the public that:
 - A. A Lease is under consideration for approval pursuant to this Ordinance;
 - B. A copy of the draft Environmental Review statement is available to any member of the public upon request, without charge; and
 - C. The public is being provided with a reasonable opportunity to comment on any Significant Effects on the Environment a proposed Lease may have.
- (2) The notice of completion shall invite comments on the draft Environmental Review statement for not less than thirty (30) days.
- (3) The Leasing Officer shall consider all comments received from the public and shall provide a response to all relevant and substantive public comments in the final Environmental Review Statement within thirty (30) days of closure of the comment period.
- (4) Prior to the approval and execution of a Lease, the Leasing Officer will provide a final Environmental Review statement, using the same process described in subsection (A) above, responding to relevant and substantive public comments on any Significant Effect on the Environment arising as a result of the Lease and any proposed or recommended mitigation measures addressing such effects.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.11.07 CONCLUSION OF ENVIRONMENTAL REVIEW

Upon review of any Significant Effect on the Environment by the Leasing Officer, publication of the draft Environmental Review statement, acceptance of the public comment, and consideration of the proposed or recommended mitigation measures addressing such impacts, the Environmental Review process shall conclude. The Leasing Officer shall, within thirty (30) days of conclusion of the Environmental Review process, submit the proposed Lease, accompanied by the final Environmental Review statement and additional documents as required by this Ordinance, to the Tribal or Band Council for review and approval. The Tribal and Band Councils reserve the right to reasonably extend deadlines throughout the Environmental Review process.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.12 SUBLEASES, LEASE ASSIGNMENTS, AND LEASEHOLD MORTGAGES

18.12.01 SUBLEASE AND LEASE ASSIGNMENT

(1) Subleases and Lease Assignments Allowed. A Lease may authorize Subleases and Lease Assignments, provided that:

- A. There is no event of default under the Lease or this Leasing Ordinance;
- B. 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 Lessor or Leasing Officer;
- C. The proposed Assignee or sublessee submits a current financial statement to the Leasing Officer showing financial adequacy prior to execution of the Sublease or Lease Assignment;
- D. A copy of the Sublease or Assignment is provided to the Leasing Officer;
- E. An Assignee under a Lease Assignment must agree in writing to assume all of the obligations and conditions of the Lease; and
- F. If required by an applicable mortgage or surety agreement, a Sublease or Lease Assignment must have the prior approval of the mortgagee or surety.

(2) Effect of Lease Expiration. The expiration of a Lease automatically, and without notice, terminates any amendment, Sublease, or Lease Assignment.

18.12.02 LEASEHOLD MORTGAGE

A Lease may authorize mortgages of the Leasehold interest for the purpose of obtaining financing to develop and improve the leased premises, subject to the approval of the Leasing Officer. A mortgage granted by the Lessee is subject to and subordinate to all rights and interests of the Tribe or Band, and the Leasehold Mortgage may be an encumbrance or lien only on the Leasehold estate. The Lease shall state the foreclosure laws that shall apply in the event of a default and foreclosure. All Leasehold Mortgages shall be recorded pursuant to Article XI of this Ordinance.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.13 LEASE ADMINISTRATION

18.13.01 RECORDING OF INSTRUMENTS

- (1) All Lease documents, including Lease agreements, amendments, renewals, Assignments, Subleases, and Leasehold Mortgages shall be recorded at the BIA's LTRO and copies of the same shall be maintained by the Tribe or Band.
- (2) Under the HEARTH Act, the Tribe, Bands, or their designees must provide a copy of each Lease agreement, amendment, renewal, Assignment, Sublease, and/or Leasehold Mortgage to the BIA Southern Paiute Agency for encoding into TAAMS (Trust Asset and Accounting Management System) by the BIA's Realty staff. The BIA will then submit the document to LTRO for recording and request preparation of a Title Status Report to ensure that title accurately reflects the current land transaction(s). Following review of the Title Status Report(s) to verify recordation of the transaction, the BIA will forward the Title Status Report to the Tribe or Band for its records.

18.13.02 ACCOUNTING

- (1) The Leasing Officer shall establish and maintain an accounting system for Leases that accounts for and confirms the proper computation of rent payments and monitors any rental adjustments to be made under the terms and conditions of Leases and ensures that adjustments are made as due.
- (2) The Lease accounting system shall include the name of the Lessee, Lease identification number, premises leased, due dates for rent and other payments, payments made, late charges, collection and cancellation activity, balance outstanding and due, and cumulative payments made.

18.13.03 MONITORING AND INVESTIGATION OF COMPLIANCE

- (1) The Leasing Officer may enter the leased premises at any reasonable time, upon reasonable notice, and consistent with any notice requirements under applicable Tribal law and applicable Lease documents, to protect the interests of the Tribe or Band and to determine if the Lessee is in compliance with the requirements of the Lease.
- (2) If the Leasing Officer becomes aware that a specific Lease violation has occurred, the Leasing Officer will promptly initiate an appropriate investigation.

18.13.04 EXTENSION OF DEADLINES

Although the Tribe, Bands, and their designees will make every effort to comply with the timelines outlined in the Ordinance, the Tribal and Band Councils reserve the right to extend deadlines throughout the Lease review and approval process as reasonably required.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

18.14 ENFORCEMENT AND APPEALS

18.14.01 GENERAL ENFORCEMENT PROVISIONS

The Tribal and Band Councils shall have all powers necessary and proper to enforce Lease terms, laws, ordinances, regulations, rules, policies, and covenants, consistent with leasing procedures. This power includes, but is not limited to, the power to enter the premises for reasonable cause at a reasonable time, with reasonable notice, and to assess late payment interest and penalties. The Tribal and Band Councils may delegate this authority.

18.14.02 DEFAULT AND OPPORTUNITY TO CURE

- (1) If the Leasing Officer determines the Lessee is in default of their Lease obligations, the Leasing Officer shall take action to have the Lessee cure the default by sending the Lessee a notice of default within fourteen (14) days of the determination of default. The notice of default must set forth with specificity the grounds for finding the Lessee in default. The notice of default may be provided by certified mail, return receipt requested.
- (2) Within ten (10) days of receipt of the notice of default, the Lessee shall:
 - A. Cure the default and notify the Leasing Officer in writing that the default has been cured; or
 - B. Request additional time to cure the default.

18.14.03 REMEDIES

- (1) If the Lessee fails to cure the default within the prescribed period, the Leasing Officer must notify the Lessor of the violation. The Lessor may:
 - A. Terminate the Lease pursuant to the Lease or this Ordinance;
 - B. Grant an extension of time to cure the default;
 - C. Pursue other negotiated remedies, including execution on bonds or collection of insurance proceeds; or
 - D. Any combination of the remedies listed above.

18.14.04 TERMINATION

- (1) If the Lessor terminates a Lease, the Leasing Officer shall send the Lessee a termination letter within thirty (30) days of the decision to terminate the Lease. The termination letter may be sent to the Lessee by personal delivery or via certified mail, return receipt requested. The termination letter shall:

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

- A. Explain the grounds for termination;
 - B. Notify the Lessee of unpaid amounts, interest charges, or late penalties due under the Lease;
 - C. Notify the Lessee of their right to appeal; and
 - D. Order the Lessee to vacate the premises within thirty (30) days of receipt of the termination letter, if an appeal is not filed by that time.
- (2) A termination shall become immediately effective thirty-one (31) days after receipt of the termination letter. The filing of an appeal shall not change the effective date of the termination. If the Lessee files an appeal and submits a request to the Tribal or Band Council within seven (7) days of the Lessee's receipt of the termination letter, the Tribal or Band Council in its discretion may grant the Lessee permission to occupy the premises beyond the effective date of termination during the pendency of an appeal. If such permission is granted, the Lessee shall be required to make Lease payments and comply with the terms of the Lease during the pendency of the appeal.
- (3) At the Tribe or Band's request, the BIA may, upon reasonable notice from the Tribe or Band, and at the BIA's discretion, enforce the provisions of, or cancel, a Lease document.

18.14.05 NUISANCE, HARMFUL OR THREATENING ACTIVITIES

- (1) The Lessor may take any necessary action to abate a nuisance on a leased parcel, or created by Lease occupancy or activities, including unauthorized or abandoned improvements, and other abandoned property. For the purposes of this Section, "nuisance" shall have the same meaning as set forth in the Tribe's Nuisance Ordinance.
- (2) If a Lessee or other party causes or threatens to cause immediate and significant harm to the leased premises, or undertakes illegal activity or unlawful conduct thereon, the Lessor may take appropriate emergency action, which may include terminating the Lease.

18.14.06 HOLDOVER

If a Lessee remains in possession after the expiration or termination of a Lease, the Lessor shall treat such occupation as a trespass. The Lessor shall take action to recover possession and pursue additional remedies. The Lessor may take action to recover possession and pursue any additional remedies available under applicable law or, alternatively, the Lessor may make a written request sent by certified mail to the BIA for resolution under any applicable federal laws.

18.14.07 TRESPASS

If an individual or entity takes possession of, or uses, the Tribal land without a Lease and a Lease is required, the Tribe or Band may treat the unauthorized possession or use as a trespass. The Tribe

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

or Band may take action to recover possession and pursue any additional remedies available under applicable law. Alternatively, the Tribal or Band Council may make a written request sent by certified mail to the BIA for resolution under any applicable federal laws.

18.14.08 APPEALS

- (1) Appeals. A final decision or determination made on behalf of the Tribe or Bands under this Ordinance, or an alleged violation of this Ordinance, may be appealed by a Lessee. Any such appeal shall be made to the Tribal or Band Council in writing, specifying the decision, determination, or alleged violation underlying the appeal, and if applicable, providing a copy of relevant documentation or a reference to relevant documentation. The written appeal shall be made within fifteen (15) days of the final decision or determination being appealed, or the occurrence of the alleged violation of this Ordinance. The Tribal or Band Council will address the appeal in a regular or special meeting, with advance written notice provided to the appellant and the appellant being given an opportunity to address the Tribal or Band Council. The Tribal or Band Council will then issue a written decision on the appeal within thirty (30) days of such meeting. The Tribal or Band Council's decision shall be final.
- (2) Scope of Review. The Tribal or Band Council shall determine whether the decision or determination underlying an appeal was not supported by substantial evidence in the record or otherwise not in accordance with applicable law. The decision of the Tribal or Band Council shall be final.
- (3) Decisions Not Subject to Appeal. This Ordinance is not intended to and does not create a right to appeal decisions resulting in the Tribe or a Band declining to enter into a Lease with individuals seeking the possession or occupancy of Tribal lands, which decisions are in the sole discretion of the Tribe and the Bands. The Tribe or a Band's decision whether to approve a Lease, Lease amendment, Lease Assignment, Sublease, or Leasehold Mortgage is final and non-appealable.

TITLE 18 LEASING
PAIUTE INDIAN TRIBE OF UTAH

ENACTMENT

BE IT ORDAINED BY THE TRIBAL COUNCIL OF THE PAIUTE INDIAN TRIBE OF UTAH: That this Residential Leasing Title of the Paiute Indian Tribe of Utah was fully considered by the Tribal Council at a duly called meeting, at which a quorum was present and that the same was passed by a vote of 5 in favor, 0 opposed, 0 abstained, 0 absent this 6 day of July, 2026.



Laurel Yellowhorse (Jul 6, 2026 18:49:16 MDT)

Laurel Yellowhorse, Tribal Chairwoman



Latanya Joe (Jul 7, 2026 07:55:55 MDT)

ATTEST:

Latanya Joe, Tribal Council Secretary