

# LAND LEASING CODE

## CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

**LAND LEASING CODE**

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**LAND LEASING CODE**

**CHAPTER 1. GENERAL PROVISIONS**

**SECTION 1.01. SCOPE**

The Land Leasing Code shall apply to the ownership interests of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Lands. This Code does not apply to individual Indian allotments.

**SECTION 1.02. PURPOSE**

This Code establishes a basic framework for administering and enforcing leases and defines the rights and responsibilities of the parties. The purpose of this Code is to balance the Lessee's expectations and ability to develop value from the land with the CTUIR's need to maintain its lands as steward of tribal resources, development and public safety. This Code lays out the basic framework for administering leases.

**SECTION 1.03. CITATION**

This Code shall take full effect immediately upon enactment and all apply to all CTUIR Land Leases entered into after the date of enactment of this Code. This Code shall also apply to all leases enacted prior to the passage of this Code to the extent it does not impair any obligations made within the Lease. Prior leases shall remain in effect according to their terms; provided that such leases may be amended or terminated and reissued to bring them into conformity with the requirements of this Code upon application of the Lessee where such amendment is necessary to qualify Lessee for a mortgage loan or other home construction or home improvement financing.

**SECTION 1.04. CONFLICTS WITH OTHER BOARD DIRECTIVES**

This Code replaces in their entirety any policies of departments and programs with any conflicting Board directives.

**SECTION 1.05. FINDINGS**

The Board of Trustees of the CTUIR find that:

- A. Entering into long-term leases for residential, commercial and other purposes furthers the goals of housing, economic development and strong governance as authorized in the Treaty of 1855 and pursuant to the terms of the CTUIR Constitution and Bylaws of 1949, Updated to Include All Amendments.
- B. This Code is consistent and supplemental to existing with tribal and federal law related to land use and leasing.
- C. In order to develop leasing for wider uses, a Land Leasing Code is necessary.
- D. The CTUIR is authorized to enter into 99-year leases under 25 U.S.C. 415(a).

**SECTION 1.06. DEFINITIONS**

- A. "Board of Trustees" or "Board" means the governing body of the CTUIR, established by Article VI of the Constitution and Bylaws of the CTUIR.
- B. "Confederated Tribes," "CTUIR," "Tribe," "Tribes," and "Tribal" mean or refer to the Confederated Tribes of the Umatilla Indian Reservation.
- C. "Tribal member" means an enrolled member of the CTUIR.

## **CHAPTER 2. TRIBAL TRUST RESIDENTIAL LEASES**

### **SECTION 2.01. DEFINITIONS**

- A. “Abandon” means the Leased Premises has remained unoccupied by the Lessee, or Sublessee, for at least two years and the Lessee, after having been given 60 days’ notice of the potential termination of the Lease, fails to demonstrate a reasonable likelihood that he/she, or their Sublessee, will reoccupy the Leased Premises within 180 days of the notice. Abandonment can be voluntary or involuntary. Examples of involuntary abandonment include, but not are not limited to, incarceration, death, proximity to restricted area as a registered Sex Offender and exclusion from Umatilla Indian Reservation by court order.
- B. “Complete construction of a habitable residential building” means a certificate of occupancy has been issued.
- C. “Conditions, Covenants and Restrictions” or “CCRs” mean any conditions, covenants or restrictions adopted by the Tribe to govern the development, construction, maintenance, modification and/or occupancy of lands and/or dwelling units on specific developments on CTUIR Lands.
- D. “CTUIR Land(s)” means lands (real property) held in trust or fee which the CTUIR has ownership interests in, wholly or in part.
- E. “Eligible Applicant” for a residential lease means an applicant who is:
1. An enrolled member of the CTUIR.
  2. Eighteen (18) years of age or older.
  3. Of sound mind.
  4. Not currently a party to another tribal residential lease.
  5. Not indebted to the Tribe unless provisions satisfactory to the Tribe have been made for the payment of the debt.
  6. Not excluded or trespassed from the Umatilla Indian Reservation.
  7. Has not previously caused federal trust restrictions to be removed from his/her individual allotment(s).
  8. The documented owner or user of the dwelling on the Leased Premises.
  9. Or an individual who is approved for one of the exceptions in 2.07(B).
- F. “Eligible Land” means the CTUIR Lands which the CTUIR has a 100% trust interest in or is wholly owned fee land.
- G. “Governmental Services” means operation and maintenance costs, legal services, administration services, public safety services and infrastructure development.
- H. “Lease” means a written document evidencing approval from the CTUIR and the BIA, when applicable, to lease eligible CTUIR Lands to an individual.
- I. “Leased Premises” means the tract or parcel of CTUIR Land (real property) described in the Lease.

**STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION**  
**As Amended through Resolution No. 19-027 (April 8, 2019)**

- J. “Lessee(s)” means an individual, including Sublessees and Life Lessees, who have finalized a Lease of CTUIR Lands. The singular use of the term “Lessee” is also intended to signify the plural “Lessees” when applicable.
- K. “Lessor” means the CTUIR or its duly authorized designee.
- L. “Life Lessee” means a Lessee subject to Section 2.07(B)(3) with a Lease valid for the duration of the Life Lessee’s life. Life Lessees are subject to all the same terms, taxes and costs of the Lease and Tribal Codes but do not have the ability, by any means, to transfer the Lease or designate a successor upon his/her death.
- M. “Tribal Designee” is the official contact for the Lessor, the CTUIR.

**SECTION 2.02. TERMS**

- A. Use. A Leased Premises subject to a residential land lease shall only be used for residential purposes. Lessees can obtain permits for small in-home businesses subject to applicable codes and the Land Development Code.
- B. Residency Requirements. Lessees must use the Leased Premises as a primary residence, but are not required to reside on the Leased Premises year-round or be the sole primary occupants.
- C. Jurisdiction. Lessees and all domiciled tenants on the Leased Premises shall be required to submit written consent to become and remain subject to Tribal jurisdiction for the duration of the Lease term.

**SECTION 2.03. ELIGIBLE LAND AND LOCATION**

The locations for Eligible Land designated and available for long-term residential leasing on Eligible Land shall be included in land development plans approved by Board resolution.

**SECTION 2.04. COSTS**

Lessees are responsible for timely payment of all applicable fees, taxes, and costs associated with their Lease. Failure to comply with any applicable fees or taxes may result in termination.

- A. Lease Purchase (Consideration) Price. The Lease purchase price of undeveloped land will be determined by the Department of Economic and Community Development based on market value, development costs and administration costs. The Lease purchase price of developed land will be determined by market value or negotiated terms.
- B. Annual Subdevelopment Assessment. Lessees subject to this Code and through consent in their Lease agree to the Annual Subdevelopment Assessment. The Annual Subdevelopment Assessment is the annual charge against the property to recover the costs of Government Services. The Annual Subdevelopment Assessment will be approved by resolution of the Board for each residential development.
- C. Special Assessment Fees. [RESERVED]
- D. Assessment Amount Determination. The Tribe’s Tax Assessor shall review and recommend annual assessment rate amounts on an annual basis. Fee rates may be determined based on an assessment of Leased Premises.
- E. Notice of Assessment Changes. Assessment amounts shall be posted thirty (30) days before implementation. Notice shall be sent via U.S. postal mail to the address on record for Lessees.

#### **SECTION 2.05. RECORDING**

All leases affecting the interest, use or control over CTUIR Lands must be recorded with the Land Title and Realty Office. Mortgages, deeds, conveyance documents and other legal documents evidencing ownership interest in a dwelling or structure on CTUIR Lands must be recorded at the CTUIR Planning Office.

#### **SECTION 2.06. LEASING APPLICATION ADMINISTRATION**

The administrative application procedures and policies must be approved by the OED or designee.

#### **SECTION 2.07. ELIGIBLE APPLICANT STATUS**

- A. Only Eligible Applicants, as defined in Section 2.01, and who submit a completed application and non-refundable filing fee, will be considered for 99-year residential Tribal trust leases.
- B. Exceptions to Eligible Applicant requirements.
  - 1. A individual not enrolled with the CTUIR may apply for an exception to Section 2.07A and become an Eligible Applicant by showing one or more of the following:
    - a. The individual is legally married to an enrolled member of the CTUIR and the Lease application is jointly submitted; and/or
    - b. The individual is the parent or legal guardian of an enrolled member of the CTUIR. This shall include guardians of incapacitated adults.
  - 2. Exception determinations are discretionary and not appealable.
  - 3. Individuals who fail to qualify as an Eligible Applicant or to obtain an exception under Section 2.09B may request a Life Lease. The criteria for qualifying as a Life Lessee are: (1) Current residency on the Leased Premises and/or (2) immediate family (parent, daughter, son or Extended Family as defined in the Juvenile Code 1.03(B)(21)) member of prior Lessee of the Leased Premises.

#### **SECTION 2.08. APPLICATION FILING FEE**

The filing fee shall be determined by the Planning Office. The fee amounts shall be reviewed on an annual basis by the Planning Office and effective within thirty (30) days of public notification. Application fees for applicants who have completed construction of a habitable residential building will be applied toward the Lease purchase (Consideration) price.

#### **SECTION 2.09. INSURANCE**

- A. Lessees must maintain fire, property and general liability insurance for the home and the entire Leased Premises throughout the duration of the Lease term. A certified copy of the current policy must be submitted to the Tribal Designee by February 1 of each year the Lease is in effect. Failure to maintain insurance will result in the termination of the lease. Additional policies may be required by the Mortgagor.
- B. Lessees may also sign a waiver to allow automatic notification by the insurance carrier directly to the Tribal Designee each year.
- C. Subject to the terms of a mortgage, the Mortgagor may be listed as the secondary for the dwelling in lieu of the Tribe.
- D. Lessees may not have buildings on their Leased Premises which are uninsurable.

**SECTION 2.10. DEVELOPMENT TIMELINE**

- A. If the Leased Premises has not been developed, the Lessee must complete construction of a habitable residential building within three (3) years of the execution of this Lease.
- B. The Tribal Designee has the discretion to extend the development deadline by twelve (12) months based on a showing that the Applicant is actively negotiating mortgage terms. Denials of development timeline extensions are not subject to appeal.

**SECTION 2.11. ASSIGNMENT AND SUBLEASE PROCESS**

Leases may be assigned or subleased subject to the terms of the Lease.

**SECTION 2.12. TERMINATION**

- A. Automatic Termination. Termination can occur without a court order as described in the Lease for reasons including, but not limited to, voluntary termination, expiration of the Lease Term, lack of an Eligible Applicant successor, or death of the Life Lessee.
- B. Involuntary Termination. Involuntary terminations may only occur with a Umatilla Tribal Court order based on clear and convincing evidence that the Lessee, Sublessee, and/or their licensees and invitees have violated one or more of the following provisions:
  - 1. Serious or Repeated Violations of Tribal Codes or Lease Terms. Lessees who commit serious or repeated violations of any Tribal Code, administrative policies or terms of the Lease shall have his/her Lease terminated. Serious violations include any activity that harms or threatens harm to humans, the community, wildlife, pets and/or the environment. Failure to maintain the required insurance policies and failure to making timely assessment and fee payments also constitute serious and repeated violations of Tribal Codes.
    - a. Bar After Involuntary Termination. Lessees who have had a Lease terminated for serious or repeated violations of the Lease terms and/or Tribal Codes are barred from entering into new land leases. Lessees may appeal this ban before the Tribal Designee after five (5) years from the date of the ban was put into place. Criteria for reconsideration: (1) No further law violations; (2) successful completion of all legal requirement related to the involuntary termination of the Lease; (3) a statement explaining what circumstances have changed during the banned period; and/or (4) a positive rental or mortgage history during the banned period.
    - b. The final decision of the Tribal Designee is not subject to appeal. Lessees may re-appeal once every 12 months.
  - 2. Failure to Meet Eligibility Criteria. If the Lessee is determined to have provided false information to qualify as an Eligible Applicant or circumstances change to make them ineligible such as relinquishment of CTUIR membership.
  - 3. Abandonment. A Lease will be terminated if the Lessee abandons the Leased Premises, voluntarily or involuntarily.
  - 4. Tribal Economic, Public Safety or Usage Needs. The Lessor retains the authority to terminate residential land leases for economic, public safety or usage needs. Condemnation actions are subject to adequate notice and just compensation. The Lessor will attempt to make an alternate leasing location available if feasible.

**CHAPTER 3. OTHER TERMS**

**SECTION 3.01. NON-DISCRIMINATION**

Lessor shall not consider a Lessee's gender, religion, sexual orientation, or disability status during reviews or decision-making. Tribal preference may apply.

**SECTION 3.02. SEVERABILITY**

The invalidity of any section, clause, sentence or provision of this Code shall not affect the validity of any part of this Code that can be given effect without such invalid part or parts.

**SECTION 3.03. SOVEREIGN IMMUNITY**

Nothing in this Code shall be construed to waive the sovereign immunity of the Tribe.

**SECTION 3.04. NO ADDITIONAL RIGHTS**

Nothing in this Code shall be construed as establishing any individual rights to any person beyond those recognized by law.

**SECTION 3.05. NO DIVESTITURE OR DIMINISHMENT**

No lease or combination thereof shall work with a divestiture or diminishment of the Tribe's civil or criminal regulatory authority and control over said lands and occupants.

## **APPENDIX A**

### **LEGISLATIVE HISTORY**

***STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION  
As Amended through Resolution No. 19-027 (April 8, 2019)***

**LAND LEASING CODE**

**LEGISLATIVE HISTORY**

The Board of Trustees of the Confederated Tribes of the Umatilla Indian Reservation enacted the Land Leasing Code pursuant to Resolution 19-027 (April 8, 2019) to govern residential leasing of lands owned by the Confederated Tribes.