| VERIFIED BY BIA | DESCRIPTION | CROSS REFERENCE | | | COMMENTS: |
| --- | --- | --- | --- | --- | --- |
|  | **IDENTIFYING INFORMATION** | |  |  | |
|  | Realty Specialist Assigned to Project | |  |  | |
|  | Lease Number Assigned: | |  | PSL-\_\_\_\_ / TAAMS No. PSL0000\_\_\_ | |
|  | Allotment/Tract No., Section, Township & Range and Acres. | |  |  | |
|  | Lessor | |  |  | |
|  | Lessee | |  |  | |
|  | **REQUIRED DOCUMENTATION FOR A COMPLETE PACKAGE.** | |  | *A lease package should contain a lease with all required language and provisions, supporting documents, and any applicable fees (see 25 CFR §§ 162.010 and 027).* | |
|  |  | |  |  | |
|  | **At least 3 originals of the lease**, signed by all parties.  \_\_\_\_ Indian Landowner Lessor(s), if applicable.  \_\_\_\_ If combined tracts, minimum consent obtained  For each tract (25 CFR §162.020). | | **Tab 1** | Title of Document:  How many submitted: | |
|  | **Case Initiation Letter** Received  *(Letter of intent - explaining proposal.)*  *(Encode in Realty Tracking)* | | **Tab 2** | Date received:  Due Date for Acknowledgement Letter: | |
|  | **Administrative Fee** $2,000  \_\_$250 Pre-review before executed document  \_\_$250 for BIA additional services  Payable to the “Bureau of Indian Affairs”  P.O. Box 2245  Palm Springs CA 92263 | | **Tab 3** |  | |
| **§ 162.438 What documents are required for BIA**  **approval of a business lease?** | | | | **LESSOR TO FILL OUT THIS PORTION BELOW** | |
|  | 1. **A lease executed** by the Indian landowners and the lessee that meets the requirements of this part;   *(% percentage of Landowners consents: 1 to 5 = 90%, 6 to 10 = 80%, 11 to 10 = 60%, 20 or more 50%, with notary acknowledgements)* | |  | Percentage of Consents: | |
|  | 1. *For tribal land, a tribal authorization for the lease and, if applicable, meeting the requirements of §§ 162.420(a), 162.426(b), and 162.428(a), or a separate signed certification meeting the requirements of §§ 162.426(b) and 162.428(a));* **(*Resolution*)** | |  |  | |
|  | 1. **A valuation**, if required under § 162.420 or § 162.421;   \_\_\_\_ Appraisal request signed by landowner(s); OR  \_\_\_\_ Compliance with applicable requirements for waiver of valuation*. (Signatures must have notary acknowledgements)*  ***(this can take 4 to 6 months to process***) | | **Tab 4** | Process Appraisal Request  \_\_\_\_ Order from ACBCI  \_\_\_\_ Approved by OST’s OAS | |
|  | 1. **Proof of insurance**, if required under § 162.437;   \_\_ *Must identify lease number and allotment* | | **Tab 5** |  | |
|  | (e) **A performance bond** or other security, if required under § 162.434; | | **Tab 6** |  | |
|  | 1. *Statement from the appropriate tribal authority that the proposed use is in conformance with applicable tribal law, if required by the tribe; (Resolution)* | |  |  | |
| To be sent to Region  for review | 1. **Environmental and archeological reports**, surveys, and site assessments as needed to facilitate compliance with applicable Federal and tribal environmental and land use requirements, including any documentation prepared under § 162.027(b);   **ENVIRONMENTAL (as applicable):**  \_\_\_\_ *NEPA compliance. / \_\_\_\_ Categorical Exclusion (CEER).*  *\_\_\_\_ Environmental Impact Statement.*  *\_\_\_\_ Environmental Assessment*  *\_\_\_\_ Archaeological Report*  *\_\_\_\_ Biological Report*  *\_\_\_\_ Hydrology Report*  *\_\_\_\_ Traffic Count Report*  *\_\_\_\_ Geology Report*  *\_\_\_\_ CEQA Documents*  *\_\_\_\_ Tribal Habitat Conservation*  *\_\_\_\_ Fringe Toed Lizard*  *\_\_\_\_ Milk Vetch*  *\_\_\_\_ Downtown Palm Springs Environmental Assessment, if property is in Sec.14, T4S, R4E* | | **Tab 7** |  | |
|  | 1. **A restoration and reclamation plan** (and any subsequent modifications to the plan), if appropriate; | | **Tab 8** |  | |
|  | 1. Where the lessee is not an entity owned and operated by the tribe, **documents that demonstrate the technical capability of the lessee** or lessee’s agent to construct, operate, maintain, and terminate the proposed project and the lessee’s ability to successfully design, construct, or obtain the funding for a project similar to the proposed project, if appropriate; | | **Tab 9** |  | |
| Sent to BLM for review | (j) **A preliminary plan** of development that describes the type and location of any permanent improvements the lessee plans to construct and a schedule showing the tentative commencement and completion dates for those improvements, if appropriate; | | **Tab 10** |  | |
| Sent to BLM for review | (k) **A legal description** of the land under § 162.418; | | **Tab 11** |  | |
|  | (l) If the lease is being approved under 25 U.S.C. 415, information to assist us in our evaluation of the factors in 25 U.S.C. 415(a); and | |  | Yes or No | |
|  | **(m)** If the lessee is a corporation, limited liability company, partnership, joint venture, or other legal entity, except a tribal entity, information such as organizational documents, certificates, filing records, and resolutions, that demonstrates that:  (1) The representative has authority to execute a lease; ***(Signing Authority)***  (2) The lease will be enforceable against the lessee; and  (3) The legal entity is in good standing and authorized to conduct business in the jurisdiction where the land is located.  **Corp. Financials**  \_\_\_*Income Statement \_\_\_\_Pro Forma \_\_\_\_Balance Sheet*  *\_\_\_\_Business Plan \_\_\_\_Credit Report \_\_\_\_Feasibility Analysis* | | **Tab 12** |  | |
|  | **Other Documents BIA requires:** | |  |  | |
|  | **Preliminary Title Report**  *(if developed*) | | **Tab 13** |  | |
|  | **Certified and signed escrow instructions**, if applicable. | | **Tab 14** |  | |
|  | **Proof of compliance with permits**, if required by lease:  \_\_\_\_Tribal \_\_\_State \_\_\_\_County \_\_\_\_City | | **Tab 15** |  | |  |
| BIA | **BIA to Run a Title Status Report**  \_\_\_Verify legal and acreage is correct  \_\_\_ No outstanding encumbrances | | **Tab 16** |  | |
| BIA | BIA to do **Accounting reconciliation of income** for lease compliance. (*if land has existing lease*) | | **Tab 17** |  | |
|  | **§162.413 MANDATORY PROVISIONS A LEASE MUST CONTAIN.** | | | | |
|  | 1. All business lease must identify: | |  |  | |
|  | (1) The tract or parcel of land being leased; | | Pg. | **Art.\_\_\_\_**, Land Description | |
|  | (2) The purpose of the lease and authorized uses of  the leased Premises | | Pg. | **Art. \_\_\_\_**, Purpose of Lease | |
|  | (3) The parties to the lease; | | Pg. | **Art. \_\_\_\_,** Parties | |
|  | (4) The term of the lease; (see §162.411) | | Pg. | **Art. \_\_\_\_** , Term | |
|  | (5) The ownership of permanent improvements and  The responsibility for constructing, operating,  maintaining, and managing permanent  improvements under § 162.415; | | Pg. | Art. \_\_\_\_, Removal of Improvements | |
|  | (6) Payment requirements and late payment charges, including interest; | | Pg. | **Art. \_\_\_\_**, Rentals – | |
|  | (7) Due diligence requirements under § 162.417  *(Does not apply to leases for religious, educational, recreational, cultural or other public purposes)* | | Pg. | **Art.** \_\_\_\_, Improvements & Completion | |
|  | (8) Insurance requirements under § 162.437; and  \_\_ *Must identify lease number and allotment* | | Pg. | **Art. \_\_\_\_,** Public Liability Insurance –  **Art. \_\_\_\_**, Fire and Damage Insurance | |
|  | (9) Bonding requirements under § 162.434.  *If a performance bond is required, the lease must state that the lessee must obtain the consent of the surety for any legal instrument that directly affects their obligations and liabilities.*  ***For Tribal land see § 162.434 (2(f)(1) we may waive requirement . . .*** | | Pg. | **Art**.\_\_\_\_, Bonding | |
|  | (b) Where a representative executes a lease on behalf of an Indian landowner or lessee, the lease must identify the landowner or lessee being represented and the authority under which the action is taken. | | Pg. | Art. \_\_\_\_, | |
|  | **(c)** **All business leases must include the following provisions:**  *If the proposed lease does not identify each of the items as required or include the mandatory provisions (exactly as worded in the 25 CFR § 162.413), the lease package will be returned as incomplete.* | | | | |
|  | (1) The obligations of the lessee and its sureties to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status; | | Pg. | **Art.** , Lessee’s obligations | |
|  | (2) There must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased premises; | | Pg. | **Art.**  Unlawful Use | |
|  | (3) The lessee must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under § 162.014; | | Pg. | **Art. \_\_\_** Unlawful Use | |
|  | (4) If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition; | | Pg. | **Art. \_\_\_ ,** Arch, cultural, Historic | |
|  | (5) BIA has the right, at any reasonable time during the term of the lease and upon reasonable notice, in accordance with § 162.464, to enter the leased premises for inspection and to ensure compliance; and | | Pg. | **Art**. , Inspection | |
|  | (6) BIA may, at its discretion, treat as a lease violation any failure by the lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and  Duplication. | | Pg. | **Art. \_\_\_\_,** Accounting | |
|  | **(d)** **Unless the lessee would be prohibited by law from DOING SO, the LEASE MUST also contain the following provisions:** *The BIA may treat any provision of a lease document that violates Federal law as a violation of the lease.* | | | | |
|  | (1) The lessee holds the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the lessee’s use or occupation of the leased premises; and | | Pg. | **Art.** , Indemnification | |
|  | (2) The lessee indemnifies the United States and the Indian landowners 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 Indian landowners for liability or cost arising from the Indian landowners’ negligence or willful misconduct. | | 1. Pg. | Art. , Hazardous Materials | |
|  | **(e)** We may treat any provision of a lease document that violates Federal law as a violation of the lease. | | Pg. | Art. \_\_\_\_ General Provisions | |
|  | § 162.412 **Option to Renew- A proposed lease must state if there is an option to renew**, and if so, provide for a definite term for the renewal period | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **ADDITIONAL CONSIDERATIONS** | |  |  | |
|  | §162.412 If there is an option to renew:  \_\_\_\_ *A definite term for the renewal period.*  *\_\_\_\_ The time and manner in which the option must be exercised or is automatically effective.*  *\_\_\_\_ Confirmation of renewal must be submitted to BIA, unless lease provides automatic renewal.*  *\_\_\_\_ Whether Indian landowner consent to the renewal is required.*  *\_\_\_\_ Lessee must provide notice of the renewal to the Indian landowners, sureties and mortgagees.*  *\_\_\_\_ Additional consideration due upon exercise of an option to renew or start of the renewal term.*  *\_\_\_\_ Other conditions for renewal (e.g., lessee not be in violation of the lease at renewal).* | | | | |
|  | **Sublease, Assignment, Transfer**  *Consent requirements for approval?* | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Status of subleases**  *Consent requirements for approval?* | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Agreements for Utility Facilities** (Service Line Agreements) | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **ROWs for streets & Utility**  *Consent requirements for approval?* | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Encumbrance**  *Consent requirements for approval?* | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Defaults** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Rents** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Payment Due Date(s)** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **CPI Adjustments** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **CPI Index Used** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **% Percentage Rental** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Inducement Payment (*If Applicable*)** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Subleasehold Transfer Fees** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Subleasehold Encumbrance Fees** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Past Due Rental** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Improvements And Completion Of Development** | | Pg.\_\_\_\_ | Art. \_\_\_\_\_ | |
|  | **Estoppels** | | Pg.\_\_\_\_ | *Art. \_\_\_\_\_* | |
|  |  | |  |  | |
| **Other Documents that MUST have BIA Approval:** | | | | | |
|  | * **Deeds of Trust & Modifications** | |  | **Addendums** | |
|  | * **Assignments** | |  | **Amendments and/or Supplements** | |
|  | * **Subleases** | |  |  | |
| **Additional Comments:** | | | | | |

**We have 60 days from receipt of a “COMPLETE PACKAGE”, the executed Lease, proof of required consents, and required documentation to**

**approve or disapprove.**