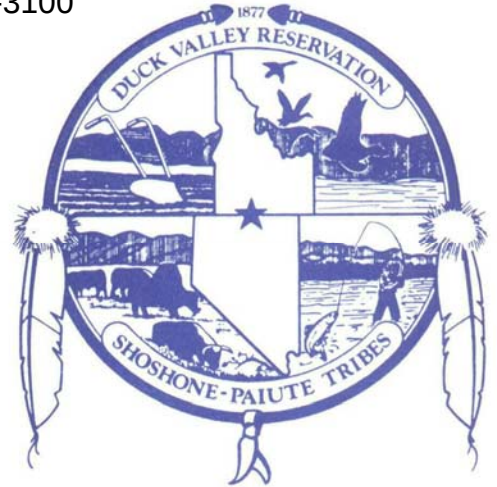


**ORDINANCE OF THE GOVERNING BODY
OF THE
DUCK VALLEY SHOSHONE-PAIUTE TRIBES**



ORDINANCE NO. 82-SPO-08

BE IT ENACTED BY THE GOVERNING BODY OF THE SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY INDIAN RESERVATION, THAT,

WHEREAS, this Land Code of the Shoshone-Paiute Tribes of Duck Valley is designed to promote the proper utilization of tribal lands and is to be administered by the Tribal Land Committee. The lands of Duck Valley are the property of all tribal members in common, and a land user is utilizing a tribal resource. Tribal land users are assigned or leased portions of the land for their benefit, and upon such action shall be required to adhere to this Land Code.

NOW THEREFORE BE IT ENACTED, that the Shoshone-Paiute Business Council hereby adopts and approves the following Land Code Ordinance governing the leasing and assigning of tribal lands on the Duck Valley Reservation.

AND BE IT FURTHER RESOLVED, that we, the Business Council of the Shoshone-Paiute Tribes on the Duck Valley Reservation, do hereby rescind Ordinance 82-SPO-06.

**LAND CODE OF THE
SHOSHONE-PAIUTE TRIBES OF THE DUCK VALLEY RESERVATION**

Section 1 – TRIBAL LANDS

- (A) All lands presently comprising the Duck Valley Reservation and all lands which may hereinafter be acquired by the Duck Valley Indian Tribes or by the United States in trust for the Tribe, shall be held as Tribal Lands, and no part of such land shall be mortgaged or sold.
- (B) No land of any Indian Reservation, created or set apart by Treaty or Agreement with Indians, Act of Congress, Executive Order, Purchase, or otherwise, shall be allotted in severalty to any Indian, Act of June 18, 1934, (48 STAT. 984), but may be assigned to members of the Duck Valley Indian Tribes, or leased, or otherwise be used by the Tribes as hereinafter provided.
- (C) Land Committee shall abide by this Land Code.

Section 2 – LEASING OF TRIBAL LANDS

- (A) Tribal lands may be leased by the Council with the approval of the Secretary of the Interior for such periods of time as are permitted by law. The eligibility to acquire a lease will be the same requirements as for an assignment as described in Section 3.
- (B) In the leasing of Tribal Lands, preference shall be given firstly to previous lessee, provided he has shown proper utilization, according to this Land Code; secondly, to Indian cooperative Associations and thirdly, to individual Indians who are members of the Tribe.
 - (1) The preference right to lease shall not be allowed to foster monopolistic tendencies to the exclusion of individual efforts or advancements, as determined by the Council.
- (C) No lease of Tribal Lands to a Non-Member shall be made by the Tribal Council and Land Committee, unless it shall appear that no Indian Cooperative Association, or individual member of the Tribe is able and willing to use the land. The Non-Member will pay the rate established by the Business Council.
 - (1) Any member of the Duck Valley Indian Tribes who is making prior and beneficial use of his assigned land and wishes to enlarge his farming or stock raising activities may lease additional land from the Tribe at a rate established by the Business Council.
 - (a) That the applicant is properly farming his assigned land, either by his efforts or under his direction and responsibility.
 - (b) That the applicant can show that no other than himself or members of his immediate family will benefit from the use of land to be leased.
 - (c) That the applicant has the necessary equipment for operating the land or can arrange for same without pledging the income from his assigned land to such an extent that his family would be jeopardized.

(2) APPLICATION OF INDIVIDUAL INDIAN FOR LEASE

A written application shall be made to the Land Committee in which shall appear, a statement showing the use being made of any assigned land belonging to or being occupied by the applicant, together with a statement showing the applicant's plans for the use of the land he desires to lease. The location and quantity must all be set forth. All applications will be posted in the Agency and in at least three (3) conspicuous places for twenty (20) days prior to action of the Land Committee.

(3) APPLICATION FOR LEASE BY INDIAN COOPERATIVE ASSOCIATION

A written application shall be made to the Land Committee in which shall appear:

- (a) A statement showing the nature and extent of the enterprise for which the land is desired.
 - (b) A statement showing the location and quantity of assigned land being used by each member of the Cooperative Association and how it is being used.
 - (c) A statement showing how the enterprise is to be financed whether by the Indian members of the Cooperative Associations themselves, by the Tribal Revolving Loan Funds, or by other sources.
- (D) The rules governing this leasing program will be as prescribed by the Current Code of Federal Regulations, Title 25, Indians, Subchapter L, Part 131 – Leasing and Permitting. See attachment.

Section 3 – GRANT OF STANDARD ASSIGNMENT

Tribal Lands may be assigned by the Business Council for the use and occupancy of members of the Shoshone-Paiute Tribes, upon the following conditions:

- (A) Every member of the Shoshone-Paiute Tribes who has attained the age of twenty-one (21) years, or who, regardless of age is married, shall be entitled to select land for assignment.
- (B) The amount of land to be assigned to each applicant shall not exceed forty (40) acres. The Council shall take into consideration the amount of land available for assignment, the number of eligible applicants, and the amount of land that any applicant can properly use and care for.

No person shall be entitled to hold more land than he or she can properly use. In case of temporary absence from the Reservation or temporary physical disability, the holder of an assignment may permit any other member of the Shoshone-Paiute Tribes to make use of his or her land, with prior approval of the Council.

- (C) Applications for assignment shall be in writing, setting forth the name of the person or persons applying for the land, and as accurate a description of the land desired as the circumstances will permit.

Notices of all applications received by the Land Committee Secretary shall be posted in the Tribal Office, and in at least three (3) other conspicuous places on the Reservation for not less than twenty (20) days before action is taken by the Land Committee.

Any member of the Tribes wishing to oppose the granting of an assignment shall do so in writing, setting forth his objections to be filed by the Secretary of the Business Council to present evidence.

The Secretary of the Business Council shall furnish the Superintendent, or other officers in charge at the Agency, a complete record of all action taken by the Business Council on applications for assignments of land, and a complete record of assignments shall be kept in the Tribal Land Office and shall be open for inspection by members of the Tribes.

- (D) The Council, if it sees fit, may charge a fee of not to exceed \$5.00 on approval of an assignment made under this Section. This fee covers the cost of the work involved in making of a Standard Assignment. The Council shall require a payment of \$5.00 upon delivery of the assignment certificate, the said \$5.00 to be deposited by the Treasurer of the Council to the credit of the Tribal Council of the Duck Valley Shoshone-Paiute Tribes.
- (E) Assignments made under Section 3, shall be for the primary purpose of providing land for "Landless Indians." Indians who have not received any land, and shall be known as "Standard Assignments."

Section 4 – TENURE OF STANDARD ASSIGNMENTS

- (A) If any member of the Tribes holding an assignment of land shall, for a period of two (2) years fail to use the land so assigned or use such land for any unlawful purposes, his assignment may be cancelled by the Business Council, after due notice and an opportunity to be heard, and the said land may be reassigned in accordance with the provisions in Section 3 of this Article.
 - (1) When a tract of Standard Assignment land shows such neglect that it is apparent that the owner or occupant is receiving no worthwhile returns from its operation, it shall be the duty of the Council or someone designated by the Council to investigate the situation with a view to getting the said owner or occupant to make better and more profitable use of the assigned tract, provided his physical condition is such that he should be expected to either do the work himself, or arrange to have it done for him. In this effort the Agency personnel of the Branch of Land Operations shall assist in whatever way seems most advisable. A report to the Council should be made when a member has been visited for the foregoing purpose. In this report, the Branch of Land Operations personnel should join.
 - (2) When the holder of a Standard Assignment that shows evidence of not being used has been visited as provided for in Section 4 (a) (1), and has been found to be physically unfit to farm the land himself, or arrange to have it farmed for him under his own management, his assignment will be cancelled by Council action and designated open land.
 - (3) When a member holding an Assignment desires to leave the Reservation for the justifiable reasons of educational training, military service, an outside job in order to make a living or medical treatment, he will contact the Tribal Council in person or in writing and make arrangements for a permit to leave his assignment for a period not to exceed five (5) years, on a yearly basis. If

at the end of five (5) years, the assignee does not return, his assignment will be cancelled and reassigned according to Section 3 of this Article.

- (4) When every practicable effort has been made in accordance with Rules 1 and 2 of this Section, to induce an able-bodied holder of a Standard Assignment to properly cultivate or otherwise profitably use his assignment, and these efforts have failed and the land is unused and unproductive, the holder of such assignment shall be formally notified, in writing, to appear at a designated Council meeting and show cause, if any, why his assignment should not be cancelled as provided for in paragraph (C), Section 3, Article VIII, of the Constitution and By-Laws of the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation and Section 4 (A) of the Land Code.
 - (5) When a Standard Assignment has been formally cancelled in accordance with Rules 1, 2, and 3 of this Section (4), it becomes open land and as such may be assigned or leased to another tribal member.
- (B) Upon the death of an Indian holding a Standard Assignment, his heirs or devisees shall have first chance in the reassignment of the land, provided such persons are members of the Duck Valley Indian Tribe, who would be eligible to receive a Standard Assignment.
- (1) Where no will or written request has been made by the holder of a Standard Assignment designating the person he desires to have his land reassigned to, his heirs, as determined by proper probate procedure, shall choose one of their members to exercise the preference right set forth in Section 4 (B). The Council shall reassign the Standard Assignment of the deceased member to the heir so chosen, provided such action does not give that person control of more land than his economic situation warrants.
 - (2) If a devisee or an heir is chosen in accordance with Section 4 (B) (1) is already in possession of his due portion of assigned Tribal land, as provided for in various Sections of Article VIII, of the Constitution and By-Laws of the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation, he may, if he so desires, relinquish land he is now holding of equal area to that he is about to receive the land he relinquishes going back to the Tribes. When this is done, the Council shall reassign the deceased person's land back to their beneficiary. The improvements thereon shall be disposed of in accordance with Section 4, of Article VIII, Constitution and By-Laws.
 - (3) When a decedent holder of a Standard Assignment has willed his assignment to a person who is under the age of twenty-one (21) at the time of the testator's death, or where the heirs in the absence of any will, have selected such underage person, the land may be farmed by the parent or guardian of the said minor; or, if the parent or guardian already has all the land he can properly care for, it may be leased until such time as the child comes of age or married, provided that if it be leased, the lease shall have the approval of the Agency Superintendent, and be deposited as Individual Indian Money to be expended under applicable rules, and provided further

that the Superintendent shall pay to the parent or guardian of the minor, not less than one-fourth of net proceeds of the lease. If such parent maintains a reasonably good home, food, clothing, and care of the minor as determined by the Probate Court, Article VIII, Section 3 (D).

- (4) When a heir, by will or by selection, as provided for in Section 4 (B) (1) dies before marries, the Standard Assignment inherited from the father or other relative shall be cancelled and shall then be subject to reassignment, with preference to heirs eligible to make application for a Standard Assignment, Article VIII, Section 3 (E), in order of relationship and age, the nearest of kin having first preference and where more than one person is in the same degree of kinship, the older to have preference over the younger.

If no heirs can qualify as eligible for a Standard Assignment, then the land shall be held in Tribal control awaiting assignment, in the regular ways; provided, that if no heir can qualify for it, the value of the improvements shall remain as a lien against the land, and the person to whom it shall finally be assigned shall be required to pay the appraised value of the improvements, such appraisal to be made at the time the Standard Assignment is applied for.

- (5) If a member of the Tribes marries a person who is not a member of the Tribes, the member shall be considered as the Head of a Family, and shall be entitled to make application for an assignment of land and as such provided, that upon the death of such member, head of family, the surviving spouse, if there be living children of the marriage, who would otherwise be eligible to receive an assignment, shall be considered as the Head of Family, and shall be held responsible for the support of such family, during the minority of the children; and provided also, that in case of the death of the surviving spouse while any of the children have not reached the age of twenty-one (21), the land assignment shall be administered for the benefit of the minor children by a guardian, duly appointed by the Tribal Council in accordance with Section 1 (p) of Article VI, of the Constitution.

Section 5 – INHERITANCE OF IMPROVEMENTS

Improvements of any character made upon assigned land may be bequeathed to and inherited by members of the Tribes or otherwise be disposed of under such regulations as the Council shall provide. No permanent improvements shall be removed from the land without consent of the Council. Article VIII, Section 4, Constitution.

- (A) The following classes of improvements shall be considered the personal property of the persons erecting or constructing the same upon the assigned land, unless otherwise stipulated in writing in the formal assignment of land.
 - (1) Dwelling houses.
 - (2) Fences of all kind, except those fences which form the outer boundaries of the assignment.

- (3) Pumping machinery, provided it is such that it can be removed without destruction or material damage to the well or other water source; provided, that the well itself shall not be considered personal property and it shall be left in good condition, it shall be considered a part of the Realty.
- (B) The owner of personal property of the kind designated as, "Improvements" in Section 5 (A), may dispose of it by sale, gift, or will; or it may pass on to his heirs upon his death, if he leaves no will.
- (C) When personal property of the kind referred to in Section 5 (A) and (B), is inherited, either by will or by natural inheritance, or it is purchased by a person or persons who cannot make use of it on the land where it is located, the party so inheriting or purchasing it, may dispose of it in one or more of the following ways:
 - (1) By sale to a person who can use it where it is located.
 - (2) By removing it at his own expense.
 - (3) By sale to a person who will remove it.
 - (4) By sale to the Tribes on such terms as may be agreed upon.

Provided: That any property that is to be removed from the land shall be removed within a period of ninety (90) days from the date which the land itself shall have passed into their ownership, and provided further, that the land from which the improvements are removed shall be left in the same good condition as before the improvements were placed upon it, except in the case of a well, or foundations which may be left by agreement with the new assignee.

Section 6 – EXCHANGE OF ASSIGNMENT

Assignments may be exchanged between members of the Duck Valley Indian Tribes by common consent and approval of the Business Council. The two (2) members of the Tribes desiring to exchange assigned land shall join in a written application for such exchange. In this application, the reasons for desiring the exchange shall be set forth in full. If it appears that the requested exchange is for the mutual benefit of both parties and that such exchange is not against the interests of the Tribes as a whole, the Council shall approve the request and take such steps as may be necessary to effectuate such exchange.

Section 7 – USE OF UNASSIGNED TRIBAL LAND

Tribal Land which is not leased or assigned, shall be managed by the Tribal Council for the benefit of members of the entire Tribe, and any cash income derived from such land shall accrue to the benefit of the Tribe as a whole. All action of the Tribal Council, with respect to such lands, shall be in conformity with department regulations for protection of Indian range authorized by Section 6, of the Act of June 18, 1934.

Section 8 – LEASING PROGRAM – DEFINED

- (A) All land applied for over and above an original Standard Assignment will hereinafter be known as leased land.
- (B) All irrigated land or dry farm land will be leased exclusively by members of the Shoshone Paiute Tribes of the Duck Valley Indian Reservation who are eligible to obtain a lease.
- (C) All leases are to be completed on Form 5-5441, and upon approval the provisions listed thereon are agreed to by all parties concerned.
- (D) Lease fees will be enacted by the Business Council
- (E) A lease can be cancelled by the lessee, however a form requesting the cancellation has to be completed and filed with the Business Council for Council action, no cancellation is completed until approved by the Superintendent.

An assignment or lease can be released by the holder of the land upon completion of the proper form and filed with the Business Council for Council action. The difference between cancellations and release is that on a release, the person can place stipulations or conditions and in order for the release to be complete, their stipulations or conditions have to be followed, whereas cancellation is complete termination. Agreements between two (2) individuals involving Tribal lands, are required to be in writing with witnesses to the signatures in order that they may be enforced by the Council or Tribal Courts.

- (F) Leases may be granted on a five (5) year term (dry land) or on a ten (10) year term (irrigated land), a term of up to twenty five (25) years can be made if the cost of improvements warrants.
 - (1) Dry Land – this lease will be a standard five (5) year farm lease to be obtained by members who are willing to put Tribal land into production for a saleable crop. The lease fee will be enacted by the Business Council.
 - (2) An Improvement lease is one which the Lessee, at his own expense, places permanent improvements on the land that will result in an increase of land valuation and will become a part of the land and belong to the land owner at the end of the lease.

While the Lessee pays for the immediate installation of improvements, they are charged to the land owner as a reduction in the Annual Rental payment as established by the Business Council.

Improvements placed on the land that may qualify for an Improvement Lease are as follows:

- (A) Fencing New
- (B) Fence Rebuilding. Where a part of the posts and/or wire are new.

- (C) Establishing an Adapted Crop. This is for the one time only and will cover all phases of seedbed preparation, purchase and application of seed and fertilizer. Subsequent reseedling is considered to be a management practice and will be required as a stipulation.
- (D) Irrigation Development. May include ditches, land leveling, bordering, headgates, etc. Sprinkler systems, only buried main lines and pumps mounted permanently are considered as improvements. Portable sprinkler systems do not qualify.
- (E) Weed and Brush Control. A one time only project on the initial lease. Becomes a management practice on subsequent leases and is covered by stipulations.

Section 9 – CONDITION FOR GRANTING LEASE

No member of the Shoshone-Paiute Tribes shall be granted a lease until he or she has fully developed his original assignment which is under irrigation, any other land he or she may have leased, and placed it all in full production.

Section 10 – AUTHORITY FOR GRANTING LEASE

The Business Council will have full control in the issue to lease contracts. No leasing, sub-leasing, or a release of a tract from one to another between members of the Tribe will be permitted without the approval of the Land Committee and Business Council.

Section 11 – CONDITIONS AND TERMS OF LEASE

- (1) All leases will be drawn to expire on December 31, and approved by the Business Council.
- (2) The Land Committee will determine whether the lease shall be granted on an Improvement basis, five (5) year (dry land), or ten (10) year (irrigated land). All fees collected from the leasing of land will be deposited in the Tribal fund, to be used for the "Support of the helpless....., and other public purposes of the Shoshone-Paiute Tribes."

Section 12 – LESSEE'S CONTRACT

I agree to follow the rules stated below on any land and all land leased to me by the Tribal Council of the Shoshone-Paiute Tribes.

- (1) That I will utilize recognized methods of preserving and improving soil; carrying out a complete Soil Conservation Program as outlined by the Branch of Land Operations.
- (2) That I will make use of the land leased to me in the most proper and economic manner with my own efforts and the efforts of the members of my immediate family.

- (3) That I will not use or give my consent to use any leased land for any unlawful purposes.
- (4) That I will not lease or transfer the use of the land, except in the event of illness or accident. In such cases, sub-leasing will be done, with the permission of the Land Committee and the Business Council.
- (5) That if I do not make use of the land and properly harvest the crops from the first growing season after date of issue, the land may be taken from me by the Business Council and declared open land without my consent.
- (6) That I will pay water and subjugation assessments when they are due.
- (7) That I will assume one-half the expense in building, improvement, and repair on all enclosure fences with adjoining neighbors to my lease. In case of no neighbors, I will assume full responsibility to all fences.
- (8) I understand that if I fail to carry out any of the above rules which have been agreed to as lessee of land, that the lease contract on the land may be revoked by the Business Council of the Shoshone-Paiute Tribes after a hearing with the Business Council.

Section 13 – A LEGAL FENCE

A legal fence is hereby defined to be a fence consisting of not less than four (4) barbed wires, stretched reasonably tight, spaced approximately 12" from the ground surface to the bottom wire, and between wires. Wires are to be securely stapled to reasonably sound wooden or secured steel post spaced not over 16 ½ ' and inserted not less than 18" in the ground. Minimum diameters of posts shall be 3" at the top and 4" at the bottom. All fence openings shall be fitted with a gate comparable in livestock retaining capacity to fence specifications. Said gate or gates shall be closed when not in use.

- (1) Responsibility for outside fence construction and maintenance. It shall be the responsibility of the assignee and/or lessee to construct and maintain all outside boundary fences of said assignee's, lessee's assignments and/or leases.
- (2) Responsibility for division fence construction and maintenance (fence dividing assigned lands and leased lands). Construction and maintenance of fences separating assignee's and/or lease holdings shall be the responsibility of the separate assignee's and/or lease in equal portion in the manner hereinafter set forth.
 - (a) Starting from the extreme south of any legal division line and facing north, it shall be the responsibility of the right hand assignee and/or lessee to construct and maintain the south one half of said division fence, likewise, it shall be the responsibility of the left hand assignee and/or lessee to construct and maintain the north one half of said division fence.

- (b) In a similar manner, starting from the extreme west of any legal division line and facing east, it shall be the responsibility of the right hand assignee and/or lessee to construct and maintain the west one half of said division fence. Likewise, it shall be the responsibility of the left hand assignee and/or lessee to construct and maintain the east one half of said division fence.
- (c) The responsibilities set forth in paragraphs (a) and (b) shall be in force and continuing, except that a mutual agreement between assignees and/or lessees be entered into and executed in writing and said written agreement be filed in the Tribal Court in lieu thereof, as a permanent record, binding said parties to said agreement until mutually withdrawn by request, and/or voided by action of the Tribal Court.

LEGAL CLAIMS:

- (A) In order to have recourse in case of trespass or damage by livestock, the assignee and/or lessee shall, at the time such damage and/or trespass occurred, have had the parcel of land on which said damage and/or trespass occurred, enclosed with a legal fence.
- (B) If either party or parties responsible for the construction of a legal division fence shall construct the portion for which said party or parties is responsible, then said party or parties shall notify the party or parties responsible for construction of the remaining unconstructed division fence. If, after a period of thirty (30) days following such notice, the responsible party or parties so notified have not constructed the portion of said division fence for which said party or parties are responsible, then the party or parties failing to construct their portion of said fence shall have no recourse at law for trespass or damage by livestock, but the party or parties having constructed the portion required of them by law shall be subject to and receive the same consideration at law against the uncooperative party or parties that would be applicable in a full division fence existed.
- (C) Should either party or parties responsible for the construction and maintenance of any portion of a division fence fail to construct that portion for which said party or parties not responsible for the construction of said portion may proceed to construct it, but such constructed fence shall remain the property of the constructor, subject to removal shall be as provided in the Constitution and By Laws of the Tribe.

Section 14 – APPLICATION PROCESS

- (1) When a lease expires on December 31, notice shall be posted beginning on December 1 for thirty (30) days in the Agency Office and in three (3) other conspicuous places.
- (2) If a tract is cancelled at any time, the tract will be immediately posted for a period of thirty (30) days, after cancellation.

- (3) All applications received within the thirty (30) day period shall then be posted for twenty (20) days.
- (4) The Land Committee will then consider the applications in accordance with this Land Code.

Section 15 – LAND COMMITTEE

- (A) The Land Committee shall be composed of seven (7) members.
- (B) Terms of Office shall be for three (3) years, on a staggered basis.
- (C) Members to elect a Chairman from within the membership.
- (D) The seven (7) members shall be elected during the General Election of council members.
- (E) At the General Election of 1982, the following will determine the staggered terms of office.
 - (1) The three (3) highest vote getters will be elected for three (3) years.
 - (2) The next two (2) highest vote getters will be elected for two (2) years.
 - (3) The last two (2) highest vote getters will be elected for one (1) year.
 - (4) In all subsequent elections, candidates will be elected for the full three (3) year term.
- (F) Committee members can succeed themselves, if they desire.
- (G) In case of a death or resignation during term of office, the Council will appoint a person to fill the unexpired portion of the term vacated.

NOTE: Reference throughout this document to “he,” “him,” “his,” etc., will be construed to refer to the member of the Shoshone-Paiute Tribes holding the assignment or lease, both male and female.

CERTIFICATION

It is hereby certified that the Shoshone-Paiute Business Council is composed of a Chairman and six members of whom 5 constituting a quorum, were present at a meeting held on the 27th day of April, 1982, and that the foregoing ordinance was duly adopted by the affirmative vote of 3 FOR and 2 AGAINST with 0 ABSTENTIONS: pursuant to the authority contained in Article VI, Section 1 (1) of the Constitution and By Laws of the Shoshone-Paiute Tribes, approved April 20, 1936.

/s/ JAMES A. PAIVA, Tribal Chairman

/s/ SANDRA A. SOPE, Tribal Secretary

APPROVAL:

/s/ M. Allen Core, Superintendent,
Eastern Nevada Agency

Date: 05/07/1982

ORDINANCE No. 83-SPO-08