

# **LAC VIEUX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS EMINENT DOMAIN CODE**

## **SECTION 1. FINDINGS, INTENT, AND POLICY**

- 1.1 This Lac Vieux Desert Band of Lake Superior Chippewa Indians Eminent Domain Code shall be referred to as the “Code” or the “Eminent Domain Code;”
- 1.2 The Tribe has inherent sovereign powers of self-governance to exercise eminent domain over all property, real or personal, located within the Tribe’s Reservation or subject to the Tribe’s jurisdiction;
- 1.3 The power to exercise eminent domain is pursuant to the Tribe’s Constitution, Article IV § I(d) and may be exercised to promote, foster, or effectuate any of the Tribe’s findings, intents, and policies described here;
- 1.4 This Code is enacted pursuant to the inherent sovereign powers of the Tribe, the Tribal Legislative Procedure Code, and in accordance with Article IV of the Tribe’s Constitution;
- 1.5 The Tribe’s Constitution contains the protections within the Indian Civil Rights Act, 25 U.S.C. § 1302, which confirms the Tribe’s power to exercise eminent domain;
- 1.6 The Tribe’s eminent domain power is not subject to the Fifth Amendment of the United States Constitution and is subject only to Congressional action by direct, clear, and unequivocal language enacted into law that makes clear Congress’ intention to limit tribal sovereignty;
- 1.7 The exercise of eminent domain is a critical power necessary for the Tribe to guard and promote tribal self-sufficiency, self-determination, and the economic welfare of the Tribe and its members;
- 1.8 The Tribe has deemed that its sovereign authority to exercise eminent domain is, at times, necessary and appropriate to protect the Tribe with respect to issues of remoteness, poverty, the costs and burdens of self-government, and lack of resources;
- 1.9 The Tribe has inherent police and regulatory powers that are essential to protect the life, safety, health, and welfare, of the Tribe, its subordinate entities, its Members, and the public;
- 1.10 The Tribe exercises its police powers through the enforcement of laws and regulations, including eminent domain pursuant to this Code;
- 1.11 The Tribe shall not exercise eminent domain solely for a pecuniary purpose or solely to advance a person’s pecuniary or other economic interests. When exercising eminent domain, the Tribe shall make every reasonable effort to mitigate any such effect;

- 1.12 While the exercise of police and regulatory powers, including eminent domain, may have a pecuniary effect, any monetary character of the exercise of eminent domain shall not be construed against the Tribe's exercise of its sovereign powers;
- 1.13 The Tribe finds that its exercise of eminent domain may be necessary to protect the Tribe from violations of law or fraud as well as to remove interference that may prevent the Tribe from fulfilling its duties;
- 1.14 By this Code, and the procedures required to exercise eminent domain, the Tribe hereby ensures that its activities are fair and provide legal remedies to protect the Tribe in order to curb and discourage fraudulent or illegal activities within the Tribe's Reservation or subject to the Tribe's jurisdiction;
- 1.15 The Tribe has also enacted this Code finding that at times, eminent domain is necessary to protect the Tribe's honor, reputation, and standing by ensuring that the Tribe's Reservation is not a haven for wrongdoers and the Tribe's business relationships should not further wrongdoing or illegal activities;
- 1.16 The process to exercise eminent domain includes both the process for involuntary expropriation of real or personal property as well as the process for determining just compensation owed to the property owner;
- 1.17 The Tribe seeks to provide clear standards for the exercise of eminent domain, the conduct of condemnation actions, and the determination of just compensation that allow the Tribe to exercise its sovereign authority for the best interests of the Tribe and its membership and to ensure due process rights for property owners and interest holders under Tribal law;
- 1.18 If the Tribe exercises its powers of eminent domain, the Tribe shall commence a condemnation action for the purposes as provided by this Code; and
- 1.19 The Tribe shall not require a property owner to commence an action, including an action for constructive taking, to prove the fact of the taking of the property.

## **SECTION 2. DEFINITIONS**

- 2.1 "Appraisal" means an expert opinion of the value of property taken or other expert opinion pertaining to the amount of just compensation.
- 2.2 "Condemn," "Condemnation," or any variation thereof, means to determine and declare property, in whole or in part, to be taken by the Tribe for public use, acquired by the Tribe for public use, or released or assigned to the Tribe for public use, by involuntary expropriation, through legal process or otherwise, by use of this Code or the Tribe's powers of eminent domain.

- 2.3 “Condemnation Proceeding” means a proceeding pursuant to this Code for the condemnation of property.
- 2.4 “Constructive taking” means conduct, other than regularly established Court proceedings, sufficient to constitute a taking of property.
- 2.5 “Court” shall mean the Lac Vieux Desert Band of Lake Superior Chippewa Indians Tribal Court.
- 2.6 “Court Rules” shall mean the rules governing practice and procedure before the Lac Vieux Desert Tribal Court, LVD/2022-1.001 *et seq.*
- 2.7 “Days” shall mean calendar days.
- 2.8 “Just Compensation” means the fair market value of the property to be ascertained as of the date of taking. It shall be determined by assessing a price a willing buyer and a willing seller would agree to, with neither having a compulsion to buy or sell, between parties freely negotiating under normal market conditions based on all surrounding circumstances at the time of the taking. Just compensation shall not include attorney’s fees, special damages, lost profits, out of pocket expenses, consequential damages, mental anguish, sentimental value, exemplary or punitive damages, or severance damages.
- 2.9 “Member” means an enrolled member of the Tribe, as set out by the Tribe’s Constitution.
- 2.10 “Non-Member” means any person who is not a Member.
- 2.11 “Non-Tribal Entity” means any entity that is not the Tribe, an agency or department of the Tribe, or an arm of the Tribe.
- 2.12 “Owner” means a person, fiduciary, partnership, association, corporation, or a governmental unit or agency having an estate, title, or interest, including beneficial, possessory, and security interest, in a property sought to be condemned.
- 2.13 “Parcel” means an identifiable unit of land, whether physically contiguous or not, having a substantially common beneficial ownership, all or part of which is being condemned, and treated as separate for valuation purposes.
- 2.14 “Person” means any natural person, partnership, joint venture, association, trust, firm, estate, club, society, receiver, assignee, trustee in bankruptcy, political entity, company, corporation or other group, however organized, and any owner, director, officer or employee of any such entity or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise. The term does not include the federal government or federal agency, any state government or state agency, the Tribe, or any Tribal government or tribal governmental agency, or any arm and instrumentality thereof.

- 2.15 “Property” means all forms of property or property interests either located within the Reservation or subject to the jurisdiction of the Tribe. It includes, without limitation, (a) real property, such as all land and estates and interests in land (legal or equitable), e.g. and without limitation: fee simple, leases, leaseholds, tenements, hereditaments, easements, licenses, and anything growing on, attached to, or erected on land, such as buildings, structures, and infrastructure, and mortgages or liens on such real property; (b) all personal property and interests in personal property (legal or equitable), including any movable, tangible, or intangible things that are subject to ownership and not classified as real property, and it includes, e.g. and without limitation: goods, inventory, accounts, equipment, causes of action, contracts, promissory notes, security agreements, franchises, licenses, leases, patents, copyrights, trademarks, encumbrances, employee benefits, leaseholds, stocks, chattel paper, liens and security interests, and beneficiary rights, including contracts pertaining to the possession, occupation, use, design, development, improvement, construction, operation and/or management of property.
- 2.16 “Reservation” means the land reserved and held in trust by the United States for the Tribe.
- 2.17 “Tribe” means and refers to the Lac Vieux Desert Band of Lake Superior Chippewa Indians.
- 2.18 “Tribal Constituency” means any or all of the following: (a) the Tribe, (b) any instrumentalities or arms of the Tribe, (c) any agencies, corporations, businesses, entities, or organizations owned or operated by the Tribe, and (d) the Tribe’s Members.
- 2.19 “Tribal Council” means the governing body of the Tribe as set out by the Tribe’s Constitution.

### **SECTION 3. TRIBAL COURT POWERS**

- 3.1 Powers of Court: Precedence over Other Actions
- a. The Court shall hear and determine all adverse or conflicting claims to the property sought to be condemned and the claim for just compensation therefore, and shall determine the respective rights of different parties seeking condemnation of the same property.
  - b. The Court shall take no action, including granting any injunctive relief or staying the action, or provide any right or remedy that is not provided for in this Code.
  - c. The Court may extend any deadlines and timeframes in this Code upon a motion and a showing of good cause.
  - d. There is no right to a trial by jury with respect to any action for condemnation under the Code. The Court shall serve as the trier of fact with respect to proceedings for Condemnation Order, a Just Compensation Order, and a Final

Judgment and Order.

- e. All laws and Court rules applicable to civil actions shall apply to actions for condemnation except as otherwise provided in this Code. Any party may request that the Court, or the Court may sua sponte, rely on, find persuasive, or adopt Michigan's laws, rules, and Court decisions for any action authorized by this Condemnation Code. However, in the event of any conflict, unless expressly ordered otherwise by the Court, the tribal constitution, laws, and rules shall control.
- 3.2 Sovereign Immunity of the Tribe; Reserved Rights. All inherent sovereign rights of the Tribe as a federally-recognized Indian tribe are hereby expressly reserved, including sovereign immunity from suit in any federal, state, or tribal court. Nothing in this Code shall be deemed or construed to be a waiver of the Tribe's sovereign immunity or consent of the Tribe to any action, counterclaim, subpoena, case or controversy, or to the levy of any judgment, lien or attachment upon any property of the Tribe.
- 3.3 Jurisdiction. Except as provided otherwise in this Code, Tribal law, or by Congress, the Tribe and the Court shall have jurisdiction as follows:
- a. Jurisdiction over Members; Indian Lands. To the extent authorized by this Code, the Tribe and the Court have jurisdiction over Members, including Tribal business entities organized under Tribal law. The jurisdiction encompasses all of the Tribe's Reservation and Indian lands.
  - b. Jurisdiction over Non-Members. The Tribe and the Court have jurisdiction over Non-Members who enter into consensual contractual relationships (e.g., commercial dealings, contracts, leases, loans, or other arrangements) with any of the Tribal Constituency. For all matters arising under this Code, the Tribe and the Court have jurisdiction over any Non-Member who threatens the Tribe's political integrity, the economic security, or the health or welfare of the Tribe or as otherwise as delegated by Congress.

#### **SECTION 4. EXERCISING EMINENT DOMAIN; PROPERTY SUBJECT TO EMINENT DOMAIN; PUBLIC USE**

- 4.1 The Tribe may exercise eminent domain to condemn property for any public use by the Tribe, or any other use authorized by the Tribal Council, or to exercise the Tribe's inherent police and regulatory powers to protect, promote, foster, or effectuate any of the Findings, Intents, and Policies described in Section 1 above.
- 4.2 "Public Use" includes any use to promote, foster, or effectuate any of the Findings, Intents, and Policies described in Section 1, and it includes, but is not limited to, any of the following:
- a. The possession, occupation, use or enjoyment of property by the general public or

the Tribe;

- b. The use of property for Tribal utilities or infrastructure;
- c. To effect the Tribe's police and regulatory powers;
- d. The condemnation of property to discourage or eliminate:
  - i. illegal or fraudulent activities;
  - ii. threats or hazards to public health, safety, welfare, economy; or
  - iii. threats to the honor, reputation, or standing of the Tribe, its commercial activities, or its agencies, departments, or arms;
- e. The condemnation of property to eliminate blight or detriment to an area possessed, occupied, used or enjoyed by the general public;
- f. The condemnation of property to eliminate an obstacle or hindrance, whether tangible or intangible, to the possession, occupation, use, or enjoyment by the general public of property belonging to the Tribe;
- g. The condemnation of abandoned property;
- h. The condemnation of property to cover a debt owed to the Tribe such as a debt arising from unpaid taxes, a judgment, borrowed funds, etc.;
- i. The public benefit of economic development, including an increase in tax base, tax revenues, general revenues, tourism, employment, or general economic health; or
- j. Any use declared by Resolution of the Tribal Council as a public use, or any public uses authorized by the government of the United States or the Tribe.

## **SECTION 5. RIGHT TO ENTER, EXAMINE, SURVEY, INSPECT, INVENTORY**

- 5.1 Where real property is required for public use, the Tribe, through its agent(s), may enter upon the land, either before or after a complaint is filed, for the purpose of making surveys, measurements, examinations, tests, soundings, and borings; taking photographs or samplings; appraising the property; conducting an environmental inspection; conducting archaeological studies; or determining whether the property is suitable to take for public purposes.
- 5.2 Where personal property is required for public use, the Tribe, through its agent(s), may subject the property to examination, inventory or inspection, including any property that is associated with such personal property.

- 5.3 Any action under this Section 5 must be made upon reasonable notice to the owner and at a reasonable time, unless the Court orders otherwise.
- 5.4 Any action by the Tribe under this Section 5 may not be construed as a taking.
- 5.5 Any owner or person in control of such property described in §§ 5.1 or 5.2 shall cooperate with the Tribe, or its agent(s), in making the property available for examination, inventory, or inspection. If the owner interferes or otherwise inhibits the Tribe's agent(s), the Tribe may initiate a civil action in the Court for an order permitting entry.
- 5.6 A person authorized by the Tribal Council to seek to acquire property for any of the public uses authorized by this Code is deemed an agent of the Tribe. The Tribe, or its agent(s), may exclude other persons, including the person in control of the property, from the property or portions thereof as and to the extent deemed necessary or appropriate by the Tribe, or its agent(s), to facilitate any examination, survey, mapping, inventory or inspection.
- 5.7 No one shall have a cause of action against the Tribe, or its agent(s), for exercising the authority granted under Section 5 of this Code.
- 5.8 The Tribal Council may, but is not required to, enforce this subsection through judicial process or its inherent contempt power. The Tribal Council is not required to obtain a writ, subpoena, or other judicial process before exercising its rights under this subsection. If deemed necessary or appropriate, the Tribal Council may, but is not required to, issue one or more subpoenas or enlist the assistance of the Tribal Police Department in exercising any rights under this subsection.
- 5.9 At the Tribe's sole discretion, after any action under this Section 5, the Tribe may make a good faith offer to the owner and negotiate in good faith to purchase the property without an action for condemnation.

## **SECTION 6. ACTION FOR CONDEMNATION**

- 6.1 *Complaint.* All actions for condemnation shall be brought as civil actions by filing a complaint in the Court.
- a. The complaint shall set forth:
- i. The Tribe shall be named as the plaintiff.
  - ii. The names of all persons known to have an interest in the property or a statement that there are unknown interest holders shall be named as the defendant(s);

- iii. A statement of the right of the Tribe to condemn the property, whether by eminent domain or as incidental to the Tribe's exercise of its other police and regulatory powers;
  - iv. A statement of the public use supporting the taking, referencing all necessary provisions of this Code or clearly articulating reasons not enumerated in Section 4.2;
  - v. A general description of the property subject to condemnation;
  - vi. A statement of the estate or interest in the property taken, which may be identical or similar to the property description; and
  - vii. A clear request for relief including a statement of the amount of money estimated to be just compensation for the property taken.
  - viii. Unless otherwise specified here, the complaint shall comply with the Court Rules, LVD/2022-2.205.
- b. When supported by a Tribal Council Resolution, the Tribe is not required to plead or prove anything other than a statement of the public use or show that the public use is necessary.
  - c. When supported by a Tribal Council Resolution, the Tribe's exercise of its police and regulatory powers shall be irrefutable and any condemnation predicated upon the Tribe's police and regulatory powers shall be deemed not to be for the Tribe's pecuniary interest.
  - d. The complaint may include, when appropriate, supporting documents, declarations and affidavits, and other evidence.
  - e. The Court shall not require the Tribe to post a bond or deposit any money as a condition of filing a complaint or declaration of taking.
  - f. The complaint shall be verified by the Tribal Chairperson or the Tribal Council's authorized agent. If applicable, the verification shall be filed with the appropriate register of deeds and shall include the following:
    - i. A description of the property to be condemned sufficient for its identification and the name of each known owner;
    - ii. A statement of the estate or interest in the property being taken; and
    - iii. A statement of the sum of money estimated by the agency to be just compensation for each parcel of property being condemned.



## 6.2 Filing; Summons; Service; Posting

- a. The clerk shall accept filings by in person delivery, mail, courier, or by email. Every filing shall be under cover letter that states the case name, the case number, the party filing, and list the documents filed. The clerk shall timestamp any physical filing indicating the date the filings shall be deemed effective. Electronic filings shall be effective at the time and date identified on the filer's transmission.
- b. Upon filing, the clerk of the Court shall follow the procedures for issuance of a summons as prescribed by the Court Rules and issue a notice of hearing including a statement that the defendant(s) and any interested parties may appear and show cause why the property described should not be condemned.
- c. The Tribe shall serve the defendant(s) within 45 days of issuance of the summons. LVD/2022-2.202(D). If the Tribe fails to serve the defendant(s) within 45 days, the clerk shall dismiss the complaint without prejudice.
- d. The Tribe, through its agent(s), shall serve the defendant(s) the summons, complaint, and notice of hearing as required by the Court Rules, LVD2022/2.202(E), and shall file proof(s) of service with the Court.
- e. The Tribe shall post the summons, complaint, and notice of hearing at the Tribal Offices and publish the summons, complaint, and the notice of hearing on the Tribe's website within ten (10) days after the summons is issued.
- f. Failure of the clerk to follow any of the specialized procedures in this Code shall not constitute grounds for dismissal of the action or affect the consequences of a declaration of taking. The Court may remedy any procedural error in a manner equitable to the parties.
- g. At any time, the parties may file written consent with the clerk to accept service by electronic means, including email. Written consent shall include the name of the party; the party's legal counsel, if any; the parties' mailing address; and, the email address(es) or other electronic address(es) where service may be effected.

## 6.3 Upon filing the complaint:

- a. full unencumbered title and rights to the property specified in the complaint shall vest in the Tribe. If the property is intangible personal property, filing the complaint shall subrogate the Tribe for the defendant(s) and the Tribe shall have full rights and interests in the intangible personal property;
- b. the Tribe may send notice of its rights as it deems appropriate;
- c. the property is condemned and taken for the use of the Tribe;

- d. the parties in possession of the property shall be deemed to have surrendered possession to the Tribe, and any attempt by such parties to remain in possession of the property or otherwise to exert control over or with respect to the property shall be deemed a trespass against the Tribe; and
- e. the right to just compensation shall vest in the defendant(s).

6.4 *Joint or Separate Actions: Consolidation.* Within 10 days after filing the proof of service, the Tribe may move to join or consolidate all condemnation actions related to the same public use. The defendant(s) shall file any opposition to consolidation within twenty (20) days of service of the motion. The Court shall have discretion to grant or deny the motion based on the convenience of the parties and judicial economy.

6.5 Right to Defend Condemnation Action; Unnamed Persons with Interest(s)

- a. This Section 6.5 provides the sole and exclusive means to defending one's interest in any of the property described in the complaint; identifying the real parties in interest and the interests held; and procedural or technical defects in the complaint. Any disputes concerning the value of the property or just compensation are governed by Section 7 and shall only be heard after the Tribe's right to condemn the property is decided.
- b. All persons occupying, having, or claiming any interest in any of the property described in the complaint, though not named in the complaint, may appear, plead or interplead, and defend such interest in the property. The Court shall join any claimant as a defendant.
- c. A defendant may challenge the taking by filing an answer and a motion to dismiss the condemnation within fifteen (15) days after the complaint is served to the named defendants. LVD/2022-2.203(A). The Court may extend the time to respond to the complaint. LVD/2022-2.203(C).
- d. The Court shall not allow discovery in advance of any motion brought under this subsection.
- e. The Tribe shall have ten (10) days to respond to the motion to dismiss. The movant shall have five (5) days to file a reply, if any.
- f. The Court shall hear the motion to dismiss within twenty (20) days of the filing of the motion to dismiss and the Court shall rule within thirty (30) days of the filing of the motion to dismiss.
  - i. In all cases, the Tribe's determination of public use is binding on the Court unless there is a showing that the determination was based on fraud, error of law, or abuse of discretion.

- ii. If the Court denies the motion to dismiss, it shall confirm that the condemnation is for a public use and proceed on any other allegations and causes of action raised in the complaint or answer(s), if any, or to resolve any pending motions, if any.
- iii. If the Court grants the motion to dismiss, the complaint shall be dismissed without prejudice.
- iv. There shall be no right to a jury trial in any hearing under this Section 6.
- g. The Court may make just and equitable orders, not inconsistent with the other provisions of this subsection, with respect to encumbrances, liens, rents, taxes, assessments, insurance, and other charges.
- h. Any information contained in the complaint shall not be deemed admissible evidence and may only be used if later admitted under the rules of evidence.
- i. Entry of Condemnation Order. Within thirty (30) days after the close of evidence, the Court shall issue an order on any remaining causes of action in the complaint and any defenses. The order shall include the Court's finding of facts, evidence relied upon, conclusions based on the evidence, and conclusions of law. There shall be no interlocutory appeal of a Condemnation Order.

## **SECTION 7. JUST COMPENSATION**

- 7.1 If the Condemnation Order is entered under Section 6, the Court shall proceed to determine the value of just compensation according to this Section.
- 7.2 A pre-hearing conference shall be held within fourteen (14) days after entry of a Condemnation Order, unless the Court orders otherwise for good cause. Following that conference, the Court shall issue a pre-hearing conference report that details the time for disclosures and discovery, if needed; the timeframes for any motion practice, if needed; and the date for a hearing to determine the just compensation owed.
- 7.3 Hearing. The amount of just compensation pled in the complaint is presumed to be the compensable value. The defendant(s) shall have the burden of rebutting the presumption and proving, by clear and convincing evidence, that the amount of just compensation pled is inadequate. In evaluating the just compensation, the Court shall consider the definition of just compensation as stated in the Code and may consider:
  - a. The value of the property according to the submitted appraisals or expert opinions, or other testimony, if any;
  - b. Any effect on the value of the property due to the condition of improvements on or to the property, or of a person's performance or failure to perform all of its obligations pertaining to or arising in connection with the property;

- c. any outside factors that impact the value of the property or just compensation owed, including, but not limited to, illegality and illegal uses, nonconformities, civil liabilities, encumbrances, border disputes, clouded titles, or actions by a state or federal government; and
  - d. Any other factors that may help the Court determine the value of the property or just compensation owed.
- 7.4 Any claims for just compensation that are not raised are barred. The Court may sanction any party that raises any frivolous or bad faith claims.
- 7.5 Entry of Just Compensation Order. Within thirty (30) days after the close of evidence, the Court shall issue a Just Compensation Order setting the just compensation owed by the Tribe and the timeframes and terms for the Tribe to pay the just compensation to the defendant(s) as well as any interest owed, interest rate, and the rate interest accrues). The Just Compensation Order shall include the Court's finding of facts, evidence relied upon, conclusions based on the evidence, and conclusions of law.
- 7.6 Upon issuance of the Just Compensation Order, both the Condemnation Order and the Just Compensation Order shall be appealable by right by filing a notice of appeal within (21) days after the order is issued. LVD/2022-11.004(B)(1).

## **SECTION 8. FINAL JUDGMENT AND ORDER; VESTING OF PROPERTY**

- 8.1 Unless the Court orders an earlier time period upon a showing of just cause, a Final Judgment and Order shall be entered no earlier than fourteen (14) days after entry of, a Just Compensation Order or after any appellate rights are exhausted. Such final judgment and order shall contain the following:
  - a. The description of the property;
  - b. The public use or interest;
  - c. That the property now belongs to the Tribe;
  - d. The amount of just compensation owed by the Tribe to the defendant(s);
  - e. Requirements for any additional conveyances, transfers, assignments, filings, notices, or other actions necessary to complete the transfer of the property or the payment of the just compensation;
  - f. The timeframes and terms for the Tribe to pay the just compensation to the defendant(s);

- g. That the final judgment and order is not appealable and closes the case.
- 8.2 Upon issuance of the final judgment and order, all interest in the property shall vest in the Tribe for the purposes therein specified and the final judgment and order is deemed notice to all others. No person shall have any right or claim to the property and there can be no cause of action to challenge the Tribe's ownership.
- 8.3 The Court may set the terms for the Tribe's payment of just compensation as well as any interest owed, interest rate, and the rate with which interest accrues. If the Tribe does not pay the just compensation according to the terms set by the Court, upon a showing to that effect, the Court shall set aside and annul the entire proceeding and restore possession and title of the property to defendant(s). However, upon a showing of good cause, the Tribe shall be granted extensions of time for payment of just compensation.

## **SECTION 9. SETTLEMENT; VOLUNTARY DISMISSAL**

- 9.1 At any time, the parties may agree to a settlement in whole or in part with respect to the action for condemnation, the condemnation, or the amount and payment terms of just compensation. Such settlements are subject to approval of the Court upon motion.
- 9.2 The Tribe may voluntarily dismiss an action for condemnation with or without prejudice at any time upon filing notice of such dismissal with the Court. A voluntary dismissal by the Tribe shall immediately terminate any obligation to pay just compensation and, to the extent necessary and equitable, the Court shall set aside and annul the entire proceeding and restore possession and title of the property to defendant(s).

## **SECTION 10. MISCELLANEOUS**

- 10.1 Construction. In construing the provisions of this Code, the following shall apply:
  - a. The provisions of this Condemnation Code, being necessary for the benefit of the Tribe and its members, shall be liberally construed to effectuate its purpose and to promote substantial justice for the Tribe and its members.
  - b. Words of the masculine gender or neutral include masculine and feminine genders and or the neutral.
  - c. Words in the present tense include the future and past tenses.
  - d. Words in the singular number include the plural, and words in the plural number include the singular.
  - e. Defined terms include capitalized and non-capitalized versions unless the context specifically indicates otherwise.
- 10.2 Severability. If any section of this Code is invalidated, the remaining sections shall not

be affected.

- 10.3 Computation of Time. Unless otherwise specified in this Code, timeframes shall be calculated according to the Court Rules, LVD/2022-1.004. If any event described in this Code shall fall on a weekend (i.e., Saturday or Sunday) or Tribal holiday, the event shall occur on the first day following such weekend or holiday.
- 10.4 Effective Date. This Code, and subsequent amendments, shall take effect and be in full force and effect upon the final passage and approval by the Tribal Council.