

TO APPROVE GRAZING LEASE NO. 4200178648, IN FAVOR OF SONNY DUTCHOVER ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN BRYAN COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE Grazing Lease No. 4200178648, in favor of Sonny Dutchover, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Bryan County, Oklahoma.

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma, the Chief shall perform all duties pertaining to the Office of the Chief Executive. He shall sign official papers on behalf of the Nation;

WHEREAS, in accordance with Article IX, Section 6 of the Constitution of the Choctaw Nation of Oklahoma, the Tribal Council (the "Council") shall make decisions pertaining to the acquisition, leasing, disposition, and management of tribal property;

WHEREAS, Sonny Dutchover has proposed a Grazing Lease on land held by the USA in Trust for the Choctaw and Chickasaw Nations located in Sections 7 and 18, Township 9 South, Range 9 East, Bryan County, Oklahoma, containing 30 acres, more or less. For complete legal description, please see attached page 1 of Grazing Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C;

WHEREAS, the lease will be for a term of three (3) years at an annual rental rate of Four Hundred Fifty Dollars (\$450.00) (Choctaw Nation's ¼ interest will be Three Hundred Thirty-Seven Dollars and Fifty Cents (\$337.50). In addition to the rental payment, Mr. Dutchover has also agreed to practice weed, sprout, and brush control on twelve (12) acres of open land valued at Two Hundred Forty Dollars (\$240.00) per year as outlined on page 8 of Exhibit A; and

WHEREAS, the Council has determined it is in the best interest of the Nation to approve Grazing Lease No. 4200178648.

THEREFORE BE IT ENACTED by the Council that this Bill be cited as approval of Grazing Lease No. 4200178648 on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Bryan County, Oklahoma.

BE IT FURTHER ENACTED by the Council that this Bill be cited as an acknowledgement that the Chief of the Nation, or his designee, is authorized to prepare, execute, deliver and file any and all agreements, certificates, instruments and documents, in such form and with such terms and provisions as the Chief of the Nation, or his designee, may approve, and to take such other action as he, she or they may deem proper or appropriate, to carry out the intent and purposes of the foregoing enactments.

CERTIFICATION

I, the undersigned, as Speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that eleven (11) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on July 13, 2019. I further certify that the foregoing Council Bill CB- 130 -19 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.

Ronald Perry
Ronald Perry, Secretary
Choctaw Nation Tribal Council

Date: 07/15/2019

Sam Dg Speaker Pro-Tem for
Delton Cox, Speaker
Choctaw Nation Tribal Council

Gary Bolton for Chief Gary Bolton
Gary Bolton, Chief
Choctaw Nation of Oklahoma

Grazing Lease No. 4200178648 (G09-1948) – Bryan County, OK

Purpose of Council Bill: To approve Grazing Lease No. 4200178648 to Sonny Dutchover, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Bryan County, Oklahoma. The lease will be on land located in the S ½ SE ¼ SW ¼ of Section 7; and N ½ N ½ NE ¼ NW ¼ of Section 18, Township 9 South, Range 9 East, Bryan County, Oklahoma, containing 30 acres, more or less. Please see attachments Grazing Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C.

Title of Council Bill: TO APPROVE GRAZING LEASE NO. 4200178648, IN THE FAVOR OF SONNY DUTCHOVER ON LAND HELD USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN BRYAN COUNTY, OKLAHOMA

Lessee: Sonny Dutchover

Duration: Term of 3 years

Payment: \$450.00 per year (Choctaw Nation's ¾ interest= \$337.50 per year)

Request By Project Director: Traci Umsted, Land & Title

EXHIBIT A

Performance Bond \$690.00
Administrative Fee \$13.50
Annual Rental \$450.00

Beginning Date: June 1, 2019
Expiration Date: May 31, 2022

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE NUMBER: 4200178648 (G09-1948)
LESSEE: Sonny Dutchover

LANDOWNER: USA in Trust for the
Choctaw & Chickasaw Nations

GRAZING LEASE

THIS CONTRACT, made and entered into on June 4, 2019, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians), hereinafter called the "Lessor", and Sonny Dutchover, 2003 Mt. Calvary Road, Hendrix, Oklahoma 74741, hereinafter called the "Lessee", in accordance with the provisions of existing law and regulations (25 CFR 162) which, by reference, are made a part hereof, WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter provided, the Lessor hereby lets and leases unto the Lessee for **GRAZING** purposes only, the following described property:

S 1/2 SE 1/4 SW 1/4 of Section 7; and N 1/2 N 1/2 NE 1/4 NW 1/4 of Section 18, Township 9 South, Range 9 East, Bryan County, Oklahoma, containing 30 acres, more or less.

of which not to exceed -0- acres may be cultivated, for a term of **Three (3) years**, beginning on **June 1, 2019**, and expiring on **May 31, 2022**, subject to the conditions hereafter set forth. The lessee in consideration of the foregoing covenants, agrees to pay the following annual rental for the land and premises: **\$450.00** (annual rental, due dates and any expenses to be borne by the lessor are to be specified in full). Pay administrative fee to: Choctaw Nation of Oklahoma, PO Box 1210, Durant, OK 74702-1210. Pay bond and rent to: Talihina Field Office-BIA, Dept C185, PO Box 979121, ST. Louis, MO 63197-9000, for deposit into the account of:

<u>Lessor</u>	<u>Interest</u>	<u>Date Payable</u>
Choctaw Nation of Oklahoma	3/4	June 1, 2019 June 1, 2020 June 1, 2021
Chickasaw Nation	1/4	June 1, 2019 June 1, 2020 June 1, 2021

6. LATE PAYMENT PENALTY – It is understood and agreed between the parties hereto that in the event that any annual or semi-annual installment of rental is not paid within ten (10) business days after becoming due, a penalty equal to 1% of the amount unpaid will be assessed every thirty (30) days the amount remains unpaid; or in the event that any installment of rental for a period other than annual or semi-annual is not paid after becoming due, a penalty equal to 1% of the amount unpaid will be assessed every month the amount remains unpaid. Unless otherwise provided in the lease, such interest charges and late payment penalties will apply in the absence of any specific notice to the lessee from us or the Indian landowners, and failure to pay such amounts will be treated as a lease violation.

7. SPECIAL FEES – The following special fees will be assessed to cover administrative costs incurred by the United States in the collection of debt if rent is not paid in the time and manner required, in addition to any interest or late payment penalties that must be paid to the Indian landowners.

<u>Tenant will pay:</u>	<u>For:</u>
(a)\$50.00	Administrative fee for dishonored checks
(b)\$15.00	Administrative fee for BIA processing of each notice or demand letter
(c)\$18% of balance due	Administrative fee charged by Treasury following referral for collection of delinquent debt.

8. RESERVATIONS – It is understood and agreed that the landowners reserve the right to make mineral, business, signboard, industrial, sand and gravel leases and/or permits, and to grant rights-of-way and other legal grants on the premises covered by this lease, and that in the event such a lease or grant is made, the lessee hereunder shall be entitled to damages for the actual loss sustained by him on account of said lease or grant, and to nothing more. The period for which damages may be claimed by the lessee is limited to the lease year in which the damage occurred. In the event of a dispute between the lessor hereunder and the lessee, grantee or permittee under any mineral, business, signboard, industrial, or sand and gravel permit or lease or right-of-way and other grant, as to the amount of actual damages, the matter will be referred to the Secretary who shall be the sole and final judge as to the amount of the said damages incurred.

9. UNLAWFUL CONDUCT – The lessee agrees that he will not use or cause to be used any part of the leased premises for any unlawful conduct, creation of nuisance, illegal activity, or negligent use or waste of the leased premises.

10. CARE OF PREMISES – It is understood and agreed the lessee is to keep the leased premises in good repair. He shall not commit or permit to be committed any waste whatsoever on the premises and shall not remove or tear down any building or other improvement thereon, but shall keep the same in good repair. He shall not destroy or permit to be destroyed any trees, except with the consent of the landowners and the approval of the Secretary, and shall not allow the premises to become unsightly. The lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except usual wear and decay.

11. ENTRY ON PREMISES – The BIA or the landowners have the right, at any reasonable time during the term of the lease and upon reasonable notice, to enter the leased premises for inspection and to ensure compliance. When locks are placed on gates, keys must be furnished to the BIA or Tribe with jurisdiction over the land.

12. IMPROVEMENTS – Unless otherwise specifically provided herein, it is understood and agreed that any buildings or other improvements placed upon the said land by the lessee become the property of the landowners upon termination or expiration of the lease. All improvements, including fences, existing on these premises, or which may be placed thereon during the term of this lease, except electric fences,

21. UPON WHOM BINDING – It is understood and agreed that the covenants and agreements hereinbefore shall extend to and binding upon the heirs, assigns, executors, and administrators of the parties to this lease. The obligations of the lessee and its sureties to the Indian landowners will also be enforceable by the United States, so long as the land remains in trust or restricted status.
22. BOND – The lessee must furnish a bond as may be required by the Secretary with satisfactory surety to guarantee compliance with the terms of this lease. Lessee must obtain the consent of the surety for any legal instrument that directly affects their obligations and liabilities.
23. VIOLATIONS OF LEASE – It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 162. 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. We may also treat any provision of a lease document that violates Federal law as a violation of the lease.
24. CONSENTS, REASONABLENESS, GOOD FAITH – No delay or omission to exercise any right, power or remedy accruing under this lease shall impair such right, power or remedy nor shall it be construed as a waiver of or acquiescence in a breach of or default under the lease. Both parties specifically and affirmatively agree not to construe the conduct, delay or omission of the other party as altering in any way the parties' agreements as defined in this lease. Any waiver, permit, or approval of any breach of or default under this lease must be in writing and because the language of this section was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise waiver or estoppel as affirmative defenses so as to limit or negate the clear language and intent of this section. All remedies, either under this lease, by law or otherwise afforded to either party shall be cumulative, not alternative.
25. DAMAGE TO INDIAN LAND AND PROPERTY – The lessee will be liable and will be required to repair or make reimbursement for any damage that may be done to the premises, livestock, or property of Indians through the acts of the lessee, their employees, equipment or livestock.
26. DELIVERY OF PREMISES - At the termination of this lease, lessee will peaceably and without legal process, deliver up the possession of the leased premises reclaimed in accordance with the law.
27. DESTRUCTION OF SURVEY MONUMENTS – All survey monuments, witness corners, reference monuments, and bearing trees must be protected against destruction, obliteration or damage. Any damage or obliterated markers must be re-established in accordance with accepted survey practices at the lessee's expense including applicable penalties.
28. DUMPING – The placing or dumping of junk, trash or carrion, rocks or other rubbish or waste is prohibited. The lessee will be liable and will be required to repair or make reimbursement for any damage that may be done to the premises or actual cost of cleanup, whichever is greater.
29. ENVIRONMENTAL COMPLIANCE – BIA approving official will ensure compliance with various environmental and cultural resource laws, regulations, and Executive and Secretarial Orders. The BIA approving official will ensure that the lessee implements all required mitigation measures and/or design features. The lessee shall keep and maintain all of the buildings and installations erected upon the premises and the areas around said buildings and installations in a condition that conforms to the sanitary regulations of the U.S. Public Health Service, State, County and Tribe. The lessee will take

39. SURRENDER CLAUSE

- A. It is understood and agreed that in the last year of the lease, the lessee will surrender to the lessor, succeeding lessee or purchaser, together with right of ingress and egress, all small grain stubble land immediately after harvest (small grain crops pastured after April 1st will be considered harvested and land surrendered no later than July 1st). It shall be the responsibility of both the outgoing and succeeding lessees to confine their respective operations and livestock to only that portion of the tract to which they hold possession and in no case shall either interfere with the operations of the other.
- B. In the event that the leased lands or any part thereof are included within a defined area for public purposes by an acquiring agency having the right of eminent domain, it is agreed that the said premises included within the taking area will be surrendered and the lease canceled by the lessee upon written notice by the approving officer. Such cancellation and surrender of the premises or part thereof, because of a public taking will be accomplished at the discretion of the approving officer at the end of the then current lease year on non-cultivated land or immediately after harvest of growing crops on cultivated land.
- C. The lessee agrees to surrender a portion of the leased premises for home site purposes, together with access thereto, as may be requested by the approving officer. It will be the responsibility of the home site owner to establish and maintain a fence around the home site area. An appropriate rental adjustment will be made when necessary.

40. OPERATING PROVISIONS - Lessee shall at all times during the term hereof, conduct operations in accordance with recognized principles of sustained yield management, integrated resource management planning, sound conservation practices, and other community goals as expressed in applicable tribal laws, leasing policies, or agricultural resource management plans.

A. SOIL CONSERVATION REQUIREMENTS:

- 1. Not more than ONE crop shall be produced from the same land in the same crop year. If winter crops (volunteer or planted) are pastured after April 1st, the land shall not be established to a summer crop. (Damages: \$50.00 per acre)
- 2. ALFALFA shall not be plowed up in the last year of this lease without written permission from the Superintendent. (Damages: \$80.00 per acre)
- 3. NATIVE GRASS pastures shall not be grazed to the extent that strands of desirable grasses and forbs are depleted. The animal stocking rate shall be reduced immediately if so directed by the Superintendent. If any part of a native grass pasture or meadow is mowed for hay, grazing of the entire plot shall be deferred between April 1st and November 1st, unless mowed areas are fenced separately. (Damages: \$40.00 per acre)
- 4. PERMANENT GRASS pastures shall not be plowed up. (Damages: \$100.00 per acre)
- 5. MAINTAIN IMPROVED PASTURES, including Bermuda grass and weeping love grass, in a productive and vigorous condition.

**USA in Trust for Choctaw & Chickasaw Nations
Lease No. 4200178648 (G09-1948)**

IN WITNESS WHEREOF, the lessee (and lessor) have hereunto affixed their hands and seals and the lessor hereunto has caused to have his legal acceptance on which his hand and seal has been affixed.

LESSEE: Sunny Dutchover

SUBSCRIBED and sworn to before me this _____ day of _____, 201_____.

Notary Public

My commission expires: _____

**USA in Trust for Choctaw & Chickasaw Nations
Lease No. 4200178648 (G09-1948)**

Two witness to each signature:

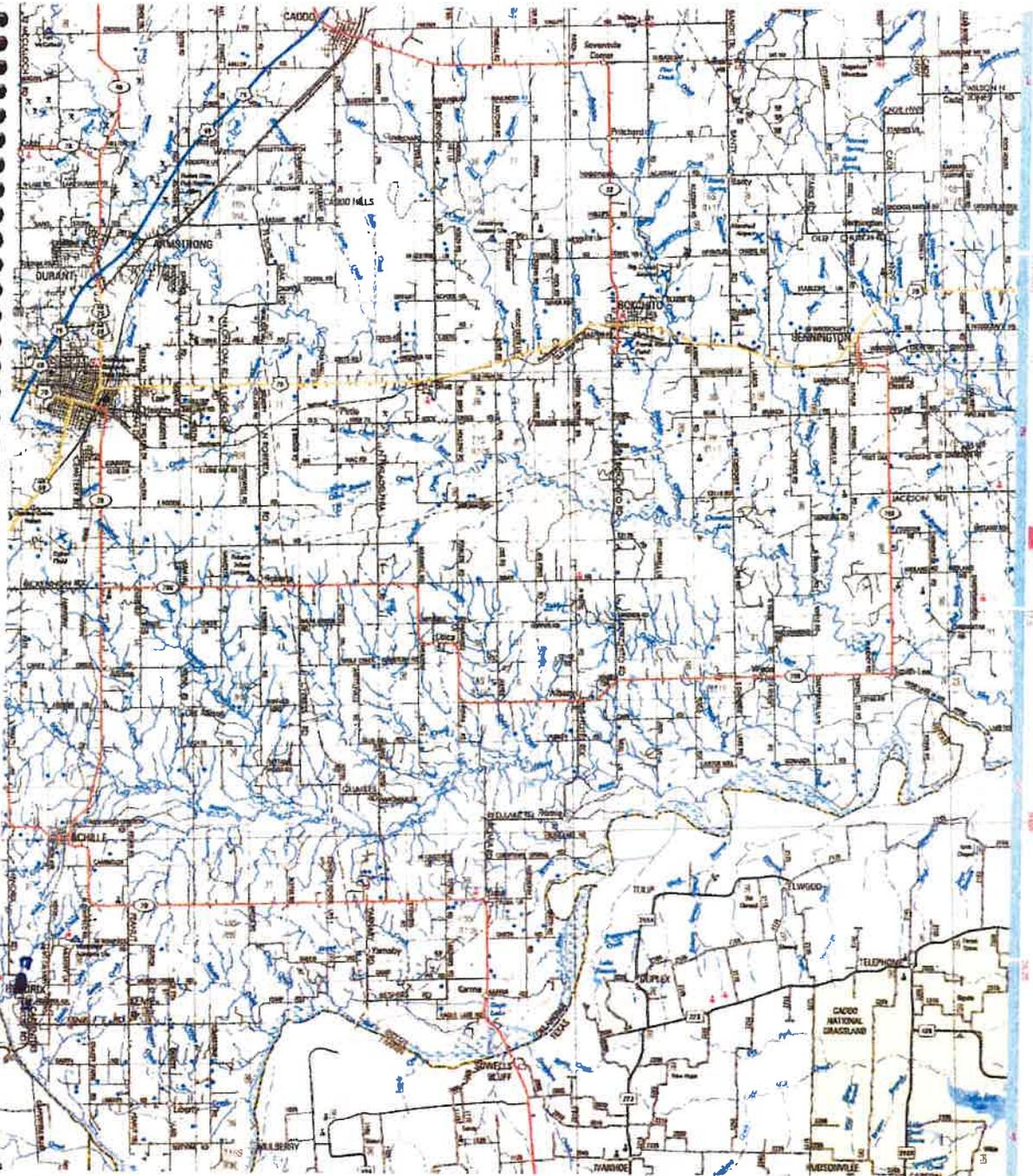
LESSOR- Gary Batton, Chief
Choctaw Nation of Oklahoma

LESSOR-Bill Anoatubby, Governor
Chickasaw Nation



EXHIBIT B

Subject



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