

TO APPROVE GRAZING LEASE NO. 4200158849, IN FAVOR OF EWING AND DONNA DOWNEN ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS OF OKLAHOMA IN ATOKA COUNTY, OKLAHOMA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE Grazing Lease No. 4200158849, in favor of Ewing and Donna Downen, on land held by the USA in Trust for the Choctaw and Chickasaw Nations of Oklahoma in Atoka County, Oklahoma.

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma (the "Nation"), the Chief shall perform all duties pertaining to the Office of the Chief Executive. He shall sign official papers on behalf of the Choctaw Nation of Oklahoma (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, Ewing and Donna Downen, being the highest bidder to lease land held by the USA in Trust for the Nation and the Chickasaw Nation, located in Section 18, Township 2 North, Range 12 East, Atoka County, Oklahoma, containing 632.32 acres, more or less, has agreed to the lease which will be for a term of three (3) years at an annual rental rate of \$9,500.00 (the Choctaw Nation's 3/4 interest = \$7, 125). For complete legal description, please see attached first page of Grazing Lease labeled Exhibit A and maps labeled Exhibit B and Exhibit C;

WHEREAS, in addition to the rental payment, Mr. and Mrs. Downen have agreed to practice weed, sprout, and brush control on 320 acres of open land valued at \$ 6,400.00 per year. See page 8 of Exhibit A; and

WHEREAS, the Council has determined it is in the best interest of the Nation to grant this grazing lease in favor of Ewing and Donna Downen.

THEREFORE BE IT ENACTED by the Council that this Bill be cited as approval of the proposed Grazing Lease on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Atoka 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 twelve (12) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on January 12, 2019. I further certify that the foregoing Council Bill CB- 61 -19 was adopted at such meeting by the affirmative vote of twelve (12) members, zero (0) negative votes, and zero (0) abstaining.

Ronald Perry, Secretary
Choctaw Nation Tribal Council

Date: 1-15-19

Delton Cox, Speaker
Choctaw Nation Tribal Council

Gary Ballton, Chief
Choctaw Nation of Oklahoma

**Grazing Lease No. 4200158849 (G09-1931) – Atoka County, OK**

**Purpose of Council Bill:** To approve Grazing Lease No. 4200158849 to Ewing and Donna Downen, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in Atoka County, Oklahoma. The lease will be on land located in Section 18, Township 2 North, Range 12 East, Atoka County, Oklahoma, containing approximately 632.32 acres. Please see attachments labeled Exhibit A, B, and C. This advertised lease was put out for public bid on October 31, 2018.

**Title of Council Bill: TO APPROVE GRAZING LEASE NO. 4200158849, IN THE FAVOR OF EWING AND DONNA DOWNEN ON LAND HELD USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN ATOKA COUNTY, OKLAHOMA**

**Lessee:** Ewing and Donna Downen

**Duration:** Term of 3 years

**Payment:** \$9,500.00 per year (Choctaw Nation's  $\frac{3}{4}$  interest = \$7,125)

**Request By Project Director:** Traci Umsted, Real Property Management

EXHIBIT A

Performance Bond \$15,900.00  
Administrative Fee \$285.00  
Annual Rental \$9,500.00

Beginning Date: January 1, 2019  
Expiration Date: December 31, 2021

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

LEASE NUMBER: 4200158849 (G09-1931)  
LESSEE: Ewing & Donna Downen

ALLOTTEE: USA in Trust for the  
Choctaw & Chickasaw Nations

GRAZING LEASE

THIS CONTRACT, made and entered into on November 5, 2018, 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 Ewing & Donna Downen, RR 1, Box 635, Coalgate, Oklahoma 74538, 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:

All of Section 18, Township 2 North, Range 12 East, Atoka County, Oklahoma, containing 632.32 acres, more or less.

of which not to exceed -0- acres may be cultivated, for a term of Three (3) years, beginning on January 1, 2019, and expiring on December 31, 2021, 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: \$9,500.00 (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 105533, Atlanta, GA 30348-5533, for deposit into the account of:

<u>Lessor</u>	<u>Interest</u>	<u>Date Payable</u>
Choctaw Nation of Oklahoma	¾	January 1, 2019 January 1, 2020 January 1, 2021
Chickasaw Nation	¼	January 1, 2019 January 1, 2020 January 1, 2021

In the event of the death of any of the owners of whom under the terms of this lease rentals are to be paid direct, all rentals remaining due and payable shall be paid to the Official of the Bureau of Indian Affairs (BIA) having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in Trust or Restricted status.

While the leased premises are in Trust or Restricted status, the Secretary may, in his discretion and upon notice to the Lessee, suspend direct rental payment provisions of this lease in which the rental payments shall be paid to the Official of the Bureau of Indian Affairs, if: (1) an Indian landowner dies; (2) an Indian landowner requests that payments be deposited and posted into his/her trust account; (3) an Indian landowner is found to be in need of assistance in managing his/her property, including financial affairs as determined by a court of competent jurisdiction or another federal agency where the federal agency has determined that the landowner requires assistance in managing or administering his/her financial affairs; or (4) the Secretary determines, after consultation with the Indian landowners, that direct payment should be discontinued.

This lease is subject to the following provisions:

1. **SECRETARY** – As used herein means the Secretary of the Interior or his authorized representative acting under delegated powers. The authorized representative may be a Tribe or Tribal organization administering a specific program or providing specific services (See 25 CFR 162.110).
2. **US/WE/OUR** – Means the Secretary or BIA and any Tribe acting on behalf of the Secretary or BIA.
3. **APPROVAL** – This lease, and any modification of or amendment to this lease, shall not be valid or binding upon either party hereto until approved by the Secretary.
4. **DISCOVERY CLAUSE** – 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.
5. **PAYMENT OF RENT** – Rental payments must be made in accordance with the payment schedule contained herein, with the exception that **DIRECT PAY** rentals may be paid in advance by the mutual consent of the Lessee and Lessors, without modification of this lease contract. Unless otherwise provided, rent payments may not be made or accepted more than one year in advance of the due date. Rent payments are due at the time specified in the lease, regardless of whether the lessee receives an advance billing or other notice that a payment is due. If the lease provides for payment to be made directly to the Indian landowners, the form of payment must be acceptable to the Indian landowners. The lessee must retain specific documentation evidencing proof of payment. Upon request, the lessee agrees to submit such proof of payments to the approving officer, in the form of canceled checks, cash receipt vouchers, or copies of money orders or cashier's checks. Such proof of payment may cover any or all rents due and payable under the terms of this lease contract. Rent payments made directly to the Indian landowners must be made to the parties specified in the lease, unless the lessee receives notice of a change of ownership. Unless otherwise provided in the lease, rent payments may not be made payable directly to anyone other than the Indian landowners.
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.

Tenant will pay:

(a)\$50.00

(b)\$15.00

(c)\$18% of balance due

For:

Administrative fee for dishonored checks

Administrative fee for BIA processing of each notice or demand letter

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, shall be maintained and/or repaired to a standard acceptable to the Secretary or to existing tribal fencing ordinances for livestock control. New fences will be constructed when necessary to contain or exclude livestock. Any reconstruction of new fence, unless otherwise specified in the contract, will be

built to the following minimum specifications: Six strands of 12.5 gauge standard barbed wire with T-posts spaced 16 feet apart will be securely attached to steel, cedar or treated wood posts. The cedar or wood posts are to have a minimum of a three-inch top diameter and six-foot length. All posts are to be firmly set in the ground and shall remain on the premises. (Any stipulated rights of the lessee to remove specified fences, including gates or other improvements, expires at the termination or expiration of this lease.)

13. **PROPERTY INSURANCE** – When necessary to protect the interests of the Indian landowners, an agricultural lease must require that a tenant provide insurance in the amount sufficient to protect all insurable permanent improvements on these premises. Such insurance may include property, crop, liability and casualty insurance, depending on the Indian landowners’ interests to be protected. If insurance is required, it must identify both the Indian landowners and the United States as additional insured parties.
14. **INDEMNITY** – Lessee agrees to indemnify and hold the United States and the Indian landowners harmless from loss, liability, or damages resulting from the lessee’s use or occupation of the leased premises, unless: (1) the lessee would be prohibited by law from making such an agreement; or (2) the interests of the Indian landowners are adequately protected by insurance. Unless the lessee would be prohibited by law from making such an agreement, the lessee is required to indemnify 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 materials from the leased premises that occurs during the lease term, regardless of fault.
15. **INTEREST OF MEMBER OF CONGRESS** – No member or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise here from; but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
16. **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY** – Nothing contained in this lease shall operate to delay or prevent a termination of Federal Trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such a termination shall not serve to abrogate the lease. The landowners and the lessee and his surety or sureties shall be notified of any such change in the status of the land.
17. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS** – No assent, expressed or limited, to the breach of any of the lessee’s covenants shall be deemed to be a waiver of any succeeding breach of covenants.
18. **COMPLIANCE WITH LAWS** – The lessee must comply with all applicable laws, rules, ordinances, regulations, and other legal requirements, including tribal laws and leasing policies.
19. **UNAUTHORIZED USE** – Any use of the leased premises for an unauthorized purpose or a failure of the lessee to maintain continuous operations throughout the lease term, will be treated as a lease violation.
20. **AMENDMENTS, SUBLEASES AND ASSIGNMENTS** – Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of the parties to the lease in the same manner the original lease was approved.
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 whatever mitigation measures required by the Secretary, EPA, or Tribal EPA office, to reduce or eliminate the harmful effects from the creation of pollution.

30. HOLDING OVER – Holding over by the lessee after the termination of this contract shall not constitute a renewal or extension here of or give the lessee any rights hereunder to or in the premises.
31. HUNTING AND FISHING – This contract does not provide the privilege of hunting or fishing or any other type of recreation. However, this lease does not allow the lessee to restrict or infringe upon the vested hunting and fishing rights of the landowners.
32. RESERVED RIGHTS – The lessors reserve unto themselves: (1) the right to gather all native nuts and fruits and other culturally significant products, and the right to engage in lawful hunting and fishing, provided that such activities do not interfere with the normal farming and grazing operations; (2) the right to all water except that required for livestock and domestic purposes; (3) Timber and woodlands, and timber and woodland products. Unless otherwise specified in this contract, gathering or cutting wood and timber harvesting is prohibited; and (4) Cemeteries or burial plots on the leased premises shall not be cultivated or grazed.
33. INTERPRETATION OF STIPULATIONS – The final interpretation of these stipulations shall rest with the Secretary of the Interior.
34. SEISMOGRAPH EXPLORATION – The lessee shall not prohibit entry by a seismograph company nor be entitled to payment except for actual damages which may be sustained resulting from such seismograph work as specified in the contract.
35. IN THE EVENT OF SALE – In the event any or all of this property should sell during the term of this lease, the lessee agrees to relinquish possession at the end of the calendar year from the date of such sale. In the event of relinquishment as provided above, the lessor shall refund to the lessee the unused portion of any rental which may have been advanced prior to the date of sale. Reimbursement to lessee for improvements, the value of which was included in consideration of the lease, will be made on a prorate basis provided such improvements are completed prior to the relinquishment date. If the improvements have not been accomplished, the lessee will be charged on a prorate basis for the period of time that has elapsed to the relinquishment date.
36. PRESCRIBED FIRE MANAGEMENT – The Secretary, with the consent of the lessors or their authorized representative, is authorized to enter upon and organize all prescribed fire projects to not only improve pasture but to reduce the number of person-caused fires and prevent damages to natural resources on Indian land. The prescribed burns will be conducted by the Bureau of Indian Affairs and approved by the appropriate officials prior to each burn plan. The prescribed fire burns will generally be conducted in the spring or late fall. If we decide to conduct a burn, we will notify all parties immediately and advise them of any burn plans to be conducted by the Secretary or his authorized representative.
37. OFF-ROAD VEHICLE USE (Trail-Blazing Restriction) – Off-road vehicle travel is restricted to emergency situations. ATVs will use existing trails and roads when possible. No new trail will be established.
38. U.S. DEPARTMENT OF AGRICULTURE PROGRAMS – Where the approving officer determines that participation in Department of Agriculture Programs appear to be in the best interest of the landowner, and where requested to do so by the lessee, he may execute the necessary USDA documents on behalf of the lessor to permit participation by the lessee.
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 1<sup>st</sup> will be considered harvested and land surrendered no later than July 1<sup>st</sup>). 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 1<sup>st</sup>, 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 1<sup>st</sup> and November 1<sup>st</sup>, 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.
- 6. SPRIGS OR SOD – Bermuda grass sprigs, topsoil or sod shall not be removed or sold from these premises under any circumstance. (Damages: \$100.00 per acre for sprigs and \$600.00 per acre for sod)

7. MAINTAIN all terraces, waterways, dams, drainage channels and other conservation structures. Terraces will be checked for channel capacity and height. TERRACES not meeting minimum Superintendent specifications shall be built up to specifications no later than N/A or as otherwise directed by the Superintendent. (Damages: Double estimated cost of repairs)
8. CONTROL WEEDS in idle fields, open pastures, grass planting and waterways. The lessee shall protect the land against the growth of noxious weeds or any other weeds and brush that decrease production of the land. The lessee will initiate a noxious weed control if so directed by the Secretary. Any chemical used for weed control must be approved by the Secretary. (Damages: \$10.00 per acre or a minimum of \$120.00)
9. The BURNING of pastures, fence rows or crop residues, ditches, waterways, grasslands, rangelands, woodlands, forest lands, wetlands, or riparian areas is PROHIBITED without prior written permission from the Superintendent. (Damages: \$20.00 per acre)
10. CONTROL WIND EROSION with emergency tillage as needed or as directed by the Superintendent. (Damage: \$20.00 per acre)
11. Oil and Gas Lease surface damages are to be paid to the surface lessee and surface owner for all damages to the lands, livestock, crops, timber, water and improvements caused by its operations hereunder. Said damages to be paid to the surface lessee pursuant to the provisions of the approved surface lease which stipulates damages. All other damages not stipulated to be paid to the surface lessee shall be deposited with the Bureau of Indian Affairs to be disbursed proportionately to the surface owners.
12. DESTRUCTION BY FIRE: It is understood and agreed that the lessee will practice fire control on all lands covered by this lease and will in no way interfere with Federal, State, and County officers engaged in emergency fire suppression efforts being conducted in accordance with applicable laws. (PENALTY: Twice the appraised value of damage as determined by the Regional Director or his representative)

41. ADDITIONAL STIPULATIONS:

**BRUSH AND WEED CONTROL: Lessee agrees to practice weed, sprout, and brush control on 320 acres of land located in all open areas. Weeds, sprout, and brush will be controlled during each year of lease by the use of chemical spray or brush hog**

**Completion Date: May 31<sup>st</sup> of each year for chemical spray—August 1<sup>st</sup> for brush hog**

**Value: \$ 6,400.00 per year**

**Lessee may have no more than 65 cow/calf pairs on lease tract.**

**USA in Trust for Choctaw & Chickasaw Nations  
Lease No. 4200158849 (G09-1931)**

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: Ewing Downen

\_\_\_\_\_  
LESSEE: Donna Downen

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**USA in Trust for Choctaw & Chickasaw Nations  
Lease No. 4200158849 (G09-1931)**

**Approved:**

Pursuant to 25 CFR 162.214 under authority delegated by 209 DM 8, 230 DM 1, 3 IAM 4.

\_\_\_\_\_  
Regional Director, Eastern Oklahoma Region  
Bureau of Indian Affairs

Date: \_\_\_\_\_

**USA in Trust for Choctaw & Chickasaw Nations  
Lease No. 4200158849 (G09-1931)**

Two witness to each signature:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
LESSOR- Gary Batton, Chief  
Choctaw Nation of Oklahoma

\_\_\_\_\_  
LESSOR-Bill Anoatubby, Governor  
Chickasaw Nation



EXHIBIT B

