

**TO APPROVE RECREATIONAL LEASE NO. G09-1983, IN FAVOR OF WADE BATCHELOR ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN MCCURTAIN COUNTY, OKLAHOMA**

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**IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION**

**RONALD PERRY INTRODUCED THE FOLLOWING BILL**

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**A COUNCIL BILL**

**TO APPROVE** Recreational Lease No. G09-1983, in favor of Wade Batchelor, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in McCurtain 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 Choctaw 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**, Wade Batchelor has proposed a Recreational Lease for Hunting purposes on land held by the USA in Trust for the Choctaw and Chickasaw Nations of Oklahoma located in Section 32&33, Township 10 South, Range 27 East, McCurtain County, Oklahoma, containing 545.83 acres, more or less (1108 tract). For complete legal description, please see attached Page 1 of Recreational Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C;

**WHEREAS**, the proposed Recreational Lease will be for a term of three (3) years at an annual rental rate of \$4,503.00 (the Choctaw Nation's  $\frac{3}{4}$  interest = \$3,377.33). In addition to the rental payment, Wade Batchelor has also agreed to abide by applicable hunting and fishing laws, rules, and regulations and not to cut timber from this tract, keep Personal Liability Insurance, and agrees to do general maintenance and facility upkeep. This includes keeping all trash from premises. See page 8 of Exhibit A; Wade Batchelor also agrees for the Choctaw Nation Forestry Department to reserve the right to conduct timber sales at any time during said lease and for the Choctaw Nation Land Management to reserve the right to oversee all USDA/NRCS projects (EQIP & CSP) on property and collect the cost share

**WHEREAS**, the Council has determined it is in the best interest of the Nation to approve Recreational Lease No. G09-1983.

**THEREFORE BE IT ENACTED** by the Council that this Bill be cited as approval of Recreational Lease No. G09-1983 on land held by the USA in Trust for the Choctaw and Chickasaw Nations in McCurtain 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.

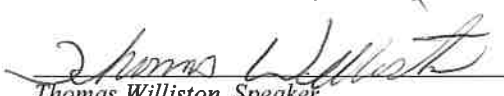
**CERTIFICATION**


*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 August 14, 2021. I further certify that the foregoing Council Bill CB- 83 -21 was adopted at such meeting by the affirmative vote of twelve ( 12 ) members, zero ( 0 ) negative votes, and zero ( 0 ) abstaining.*

**TO APPROVE RECREATIONAL LEASE NO. G09-1983, IN FAVOR OF WADE BATCHELOR ON LAND HELD  
BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN MCCURTAIN COUNTY,  
OKLAHOMA**

  
\_\_\_\_\_  
Ronald Perry, Secretary  
Choctaw Nation Tribal Council

Date: 8.20.21

  
\_\_\_\_\_  
Thomas Williston, Speaker  
Choctaw Nation Tribal Council

  
\_\_\_\_\_  
Gary Battin, Chief  
Choctaw Nation of Oklahoma

**TO APPROVE RECREATIONAL LEASE NO. G09-1983, IN FAVOR OF WADE BATCHELOR ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN MCCURTAIN COUNTY, OKLAHOMA**

**Recreational Lease No. G09-1983 – McCurtain County, OK**

**Purpose of Council Bill:** To approve Recreational Lease No. G09-1983 to Wade Batchelor, on land held by the USA in Trust for the Choctaw and Chickasaw Nations in McCurtain County, Oklahoma. This Lease was advertised for bid. Wade Batchelor presented the highest bid on land located in the New Island North of the Red River (A.K.A 1108) in Lots 1,2,3,4, & 5 of Section 32 and all accreted lands in Sec. 33, Township 10 South, Range 27 East, McCurtain County, Oklahoma, containing 545.83 acres, more or less Please see attachments Page 1 of Recreational Lease labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C. Appraisal Value: \$3,600.00

**Title of Council Bill: TO APPROVE RECREATIONAL LEASE NO. G09-1983, IN THE FAVOR OF WADE BATCHELOR ON LAND HELD USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN MCCURTAIN COUNTY, OKLAHOMA**

**Lessee:** Wade Batchelor

**Duration:** Term of 3 years

**Payment:** \$4,503.00 per year (Choctaw Nation's  $\frac{3}{4}$  interest = \$3,377.33)

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

## EXHIBIT A

Performance Bond: \$4,503.10  
Administrative Fee: \$135.09  
Annual Rental: \$4,503.10

Beginning Date: July 1, 2021  
Expiration Date: June 30, 2024

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Lease Number: G09-1983

Allottee: The USA in Trust for the Choctaw  
and Chickasaw Nations

Lessee: Wade Batchelor

### RECREATIONAL LEASE

THIS CONTRACT: made and entered into on April 12, 2021, 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 Lessee **Wade Batchelor, 303 Center Street, New Boston, Texas 75570**, hereinafter called the "Lessee", in accordance with the provisions of existing law and the 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 Hunting Rights only to the land and premises located in **McCurtain County, Oklahoma**, described as follows:

**New Island North of the Red River (A.K.A. 1108) in Section 32; Lots 1,2,3,4, & 5 plus accreted land in Section 33, Township 10S, Range 27E, McCurtain County, Oklahoma.**

Containing **545.83 acres**; more or less, may be used for hunting purposes for the term of **Three (3) years**. The lease is to begin on **July 1, 2021**, and expire **June 30, 2024**, 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 (annual rental, due dates and any expenses to be borne by the Lessor are to be specified in full). Pay rent as follows:

<u>Lessor</u>	<u>Address</u>	<u>Interest</u>	<u>Date Payable</u>	<u>Amount</u>
Choctaw Nation of Oklahoma		3/4	July 1, 2021	\$3,377.33
			July 1, 2022	\$3,377.33
			July 1, 2023	\$3,377.33
Chickasaw Nation		1/4	July 1, 2021	\$1,125.77
			July 1, 2022	\$1,125.77
			July 1, 2023	\$1,125.77

In the event of the death of any of the owners to 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 having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in Trust or Restricted status.

1. "SECRETARY" as used herein means the Secretary of the Interior or his authorized representative.
2. "US/WE/OUR" as used herein, means the Secretary or Bureau of Indian Affairs (BIA) and any Tribe acting on behalf of the Secretary or BIA.
3. "HUNTING RIGHTS" As used herein "*Hunting Rights*" shall mean the exclusive right and privilege of propagating, protecting, hunting, shooting, and taking game on the Property, together with the right of Lessee to enter upon, across and over the Property for such purposes.
4. INTEREST. It is understood and agreed between the parties hereto that in the event any installment of rental is not paid within ten (10) days after becoming due, interest at the rate of twelve percent (12%) per annum upon such delinquent installment of rental will become due and payable from the date such rental became due until paid. Interest charges will apply in the absence of any specific notice to the Tenant from us or the Indian landowners, and failure to pay such amounts will be treated as a lease violation.
5. SPECIAL FEES. The following special fees will be assessed to cover administrative costs incurred by the United States in the collection of the debt if rent is not paid in the time and manner required, in addition to any interest that must be paid to the Indian landowners.  
Tenant will pay:                      For:  
(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.
6. CARE OF PREMISES. Lessee acknowledges that Lessee's use of the Property is for the sole purposes of hunting rights set forth herein and agrees not to use, or allow the use of, the property for any other purpose not otherwise set forth in this Agreement or as otherwise authorized in writing by the Nation. It is understood and agreed that the lessee is to keep the premises covered by this lease in good repair. He shall not commit or permit to be committed any waste whatsoever on said premises.
7. GAME MANAGEMENT AND SAFETY. For purposes of game management on the Property and for the safety of Lessee and Lessee's Guests (as hereinafter defined), Lessee acknowledges, understands, and agrees that all Lessee's Guests shall be bound by the obligations of Lessee hereunder. Prior to entering the Property, Lessee shall deliver to the Nation a Waiver, Release of Liability and Indemnity Agreement in the form attached hereto as **Exhibit A** executed by each person (including Lessee) who will enter the Property at the invitation or request of Lessee or otherwise exercising privileges under this Agreement (collectively, "*Lessee's Guests*").
8. AMENDMENTS, ASSIGNMENTS AND SUBLEASES. Unless otherwise provided herein, amendments, assignments, subleases, or mortgages of the leasehold interest are authorized, but only with the written consent of the parties to the lease in the same manner the original lease was approved, and with the approval of the Secretary.
9. RESERVATIONS. It is understood and agreed that the lessor reserves 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. In the event such lease or grant is made, the lessee hereunder

shall be entitled to damages for the actual loss sustained by him/her 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 the damage occurred. It is further understood that 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 total 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.

10. **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 termination shall not serve to abrogate the lease. The owners of the land and the Lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.
11. **UNLAWFUL CONDUCT.** The lessee agrees that there must not be any unlawful conduct, creation of nuisance, illegal activity, or negligent use of waste of the leased premises. The Lessee and/or Lessee's guest shall be liable to the Landowners for any damages caused to domestic livestock, fences, or other property due to the activities of Lessee or Lessee's Guests.
12. **COMPLIANCE WITH LAWS.** Lessee must comply with all applicable laws, rules, orders, ordinances, and regulations, and other legal requirements of the City, County, or State governments, and of any department or bureau of them, and of any other government authority having jurisdiction over the said premises affecting the Lessee's occupancy of the demised premises or the Lessee's business conducted thereon, including tribal laws regulating activities on agricultural land, environmental protection, and historic or cultural preservation, but only as far as these laws, regulations, ordinances and requirements are violated by the conduct of the Lessee's occupancy.
13. **IMPROVEMENTS.** Unless otherwise 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 Lessor and will remain on the leased premises upon the expiration or termination of the lease, providing it is in a condition satisfactory to the Indian landowners and us.

**DEER STANDS.** Lessee and Lessee's Guests shall be permitted to have blinds and/or deer stands on the Property. Lessee and Lessee's Guests may not drive nails or other metal objects into trees for building blinds, deer stands or any other purpose. Any blinds or deer stands built should be temporary and stand-alone or constructed in such a way as not to damage trees or other property, and they are to be removed upon termination or expiration of this Agreement. Any blind or deer stand remaining on Property after thirty (30) days following termination of this Agreement will become the property of the Landowners.

**FEEDERS.** Lessee may not plant deer feed on Leased Premises. Lessee and Lessee's Guests shall be permitted to utilize feeders on the Property, which shall be removed upon termination or expiration of this Agreement. Lessee shall inform the Nation as to the location of each feeder. Any feeder remaining on Property after thirty (30) days following termination of this Agreement will become the property of the Landowners.

14. **VIOLATION 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 treat any provision of a lease document that violates Federal law as a violation of the lease.

15. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
16. **UPON WHOM BINDING.** It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and the administrators of the parties of this lease. The obligations of the lessee, lessee's guest and its sureties to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status.
17. **UNAUTHORIZED USE.** Any use of the leased premises for an unauthorized purpose, or a failure of the tenant to maintain continuous operations throughout the lease term, will be treated as a lease violation.
18. **VALIDITY.** 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.
19. **BOND.** The lessee shall furnish such 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.
20. **INDEMNITY.** Unless the Lessee would be prohibited by law from doing so, the Lessee agrees to hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the Lessee's use or occupation of the leased premises; and the Lessee also agrees to indemnify the United States and the Indian landowners against liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.
21. **INTEREST OF MEMBER OF CONGRESS.** No member of, 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.
22. **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.
23. **INSURANCE.** Lessee must provide insurance necessary to protect the interests of the Indian landowners and in the amount the amount sufficient to protect all insurable permanent improvements on the premises. The insurance may include property, crop, liability, and casualty insurance, depending on the Indian landowners' interests to be protected. Both the Indian landowners and the United States must be identified as additional insured parties. Throughout the entire term of this Agreement and for any period before or after the lease term when Lessee is present on the Property, Lessee shall carry and maintain in force the following insurance: (i) personal liability insurance coverage with limits not less than

\$1,000,000.00 each accident in connection with Lessee's use of the Property; (ii) at least state minimum insurance coverage requirements for any vehicles, including, but not limited to all-terrain vehicles and utility vehicles; and (iii) insurance coverage covering the replacement cost of all of Lessee's items of personal property brought to the Property. Lessee agrees to waive and will require its insurer to waive any rights of subrogation or recovery they may have against the Landowners. The Nation shall be named as an additional insured under such policy. Non-renewal or cancellation of such policy will be effective only after written notice is received by the Nation from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Upon execution of this Lease and thereafter upon the request of the Landowners, Lessee will deliver to the Nation certificates of insurance on an industry standard form evidencing the existence of the insurance coverages required above. The Nation will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Lessee, or Lessee's Guests.

24. ASSUMPTION OF RISK AND WAIVER. LESSEE AND LESSEE'S GUESTS ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE BY the Nation as to the condition of the Property, any blinds or deer stands located thereon, or of any roads, buildings, gates or other improvements located thereon. It is understood that the Lessee and LESSEE' guests accept the PROPERTY in an "as is" "WHERE IS" condition and further the Lessee and LESSEE'S guests understand that hunting, fishing, and other recreational activities can be dangerous activities and that the Property consists mostly of undeveloped and untamed land that may constitute dangerous conditions to persons and/or property, including, but not limited to possible brush, boulders, watersheds, flood zones, flammable material, ravines, cliffs, caves, holes, fence wire, livestock, snakes, ponds, streams, rivers, harmful plants, poisonous animals and insects, bats, other wild animals and unauthorized careless persons on or near the Property, all of which may be dangerous, harmful or fatal to humans and to property. Lessee AND LESSEE'S GUESTS acknowledge such dangerous conditions, assume all risk and liability associated therewith, and further release, waive, discharge, and covenant not to file suit against the Nation, its elected officials, officers, directors, employees, or agents for any losses, damages, injuries, or other claims or demand therefore, on account of any illness, injury, death or destruction to Lessee, Lessee's guests, or the property of either. Lessee AND LESSEE'S GUESTS acknowledge that although the Nation may have a greater knowledge of the Property, that it is impracticable and impossible for the Nation to list and/or to physically show Lessee AND LESSEE'S GUESTS every possible hazard on the Property which is unknown to Lessee AND LESSEE'S GUESTS, and Lessee and Lessee's guests enter onto the Property despite the same and at Lessees and/or Lessee's guests own risk and without liability of the Nation whatsoever.

LESSEE AND LESSEE'S GUESTS SPECIFICALLY ACKNOWLEDGE, AGREE AND STIPULATE THAT EACH OF THEM HAVE CHOSEN OF THEIR OWN FREE WILL TO GO HUNTING ON THE PROPERTY, AND REALIZE THERE ARE INHERENT DANGERS ASSOCIATED WITH THE SPORT OF HUNTING, INCLUDING, BUT NOT LIMITED TO, DANGER FROM OTHER HUNTERS, THE INHERENT DANGER OF INJURY FROM THE USE OF FIREARMS, AND OTHER DANGERS OF ANY NATURE WHATSOEVER, INCLUDING DANGERS TO BODILY INJURY WHICH MAY OCCUR SUCH AS, BUT NOT LIMITED TO, THE USE OF HUNTING KNIVES, AXES, ARROWS, TRAVELING BY VEHICLE OVER ROUGH TERRAIN, GETTING INTO AND OUT OF DEER STANDS FOR HUNTING, OVEREXERTION OR EXCITEMENT AND THE RISK OF INJURY CAUSED BY OTHERS.

LESSEE AND LESSEE'S GUESTS AGREE AT ALL TIMES TO USE EXTREME CAUTION AND CARE IN PROTECTING THEMSELVES, THEIR PROPERTY, AND OTHERS AND THEIR PROPERTY, FROM ACCIDENT OR BODILY INJURY OR HARM WHICH MAY RESULT IN SUCH RISK.



25. **RESERVED RIGHTS.** The lessor reserves unto himself the right to gather all native nuts and fruits. Timber and timber products are also reserved by the lessor.
26. **DISCOVERY CLAUSE.** If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during 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.
27. **SURRENDER CLAUSE.** In the event 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 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.
28. **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 basic lease contract.
29. **PAYMENT OF RENT.** Rental payments must be made in accordance with the payment schedule contained herein. Unless otherwise provided in the lease, 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 tenant 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 landowner(s), 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 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 tenant 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.

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:

- (a) The Lessor(s) dies; or
  - (b) The Lessor(s) requests rental payments to be deposited and posted into his or her trust account instead of having the funds directly paid; or
  - (c) The Lessor(s) is found to need assistance in managing or administering his or her property, including his or her financial affairs as determined by a court of competent jurisdiction or another federal agency where the federal agency has determined that the Lessor(s) requires assistance in managing or administering his or her financial affairs; or
  - (d) After the Secretary makes an evaluation and determines that the direct payments should be discontinued after consultation with the Lessor(s).
30. **IN THE EVENT OF SALE.** In the event any or all 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. It is further agreed in the event of the 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 time that has elapsed to the relinquishment date.

31. **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.
32. **VEHICLE USE (Trail-Blazing Restriction).** Lessee and Lessee's Guests agree to operate all vehicles on the Property in a safe and reasonable manner, and that no vehicle, including, but not limited to all-terrain vehicles or utility vehicles, shall be used for recreational purposes (except as what is necessary for hunting) on the Property. Use of vehicles on the Property should be limited to hauling and transport purposes only. Motorcycles are not allowed on the Property. Off-road vehicle and/or ATV's will use existing trails and roads when possible. No new trail will be established. Lessee and Lessee's Guests shall not cause damage to existing roads on the Property, except for normal wear and tear caused by reasonable use of such vehicles. Lessee agrees to repair any damages caused by Lessee and/or Lessee's Guest and to return Property to the Nation in its prior condition at Lessee's sole cost and expense, excepting normal wear and tear.
33. **TRESSPASS.** Lessee agrees to help protect the Property from trespass, poaching, and other unlawful activities. The Nation, to the maximum extent permitted by law, hereby grants and assigns to Lessee the right to report on behalf of the Landowners, trespassers, poachers, or other persons engaging in unlawful activities on the Property. Lessee agrees to report all trespassers, poachers or other persons engaging in unlawful activities to the Nation in a timely manner.
34. **APPROVAL.** It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.

SPECIFIED PRACTICES: ATTACHMENT 1

1. **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. Prescribed burning will be conducted only with the approval of the Regional Director or his designated representative and will be conducted in compliance with all applicable laws. (PENALTY: Twice the appraised value of damage as determined by the Regional Director or his representative.)
2. **IN THE EVENT OF SALE.** In the event any or all 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. It is further agreed in the event of the 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 time that has elapsed to the relinquishment date.
3. Lessee agrees to abide by the rules and regulations set forth by the Oklahoma Fish and Game Department.
4. Lessee agrees not to cut merchantable timber from this tract.
5. Choctaw Nation Forestry Department reserves the right to conduct timer sales at any time during said lease.
6. Choctaw Nation Land Management reserves the right to oversee all USDA/NRCS projects (EQIP & CSP) on property and collect the cost shares.

IN WITNESSETH 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 have been affixed.

\_\_\_\_\_  
Lessee: **Wade Batchelor**

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

\_\_\_\_\_  
My commission number

\*\*\*\*\*

**TWO WITNESSES:**

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

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

**TWO WITNESSES:**

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

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

**Approved:**

Pursuant to 25 CFR 162.214 under authority delegated to the Superintendents by 209 DM 8, 230 DM 1, and 3 IAM 4 and Regional Delegation to 3IAM 4 issued April 17, 2018.

\_\_\_\_\_  
**Acting Superintendent, Talihiina Agency  
Bureau of Indian Affairs**

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

**EXHIBIT A  
FORM OF RELEASE**

This Waiver, Release of Liability and Indemnity Agreement (this "Release") is given by the undersigned in favor of The Choctaw Nation of Oklahoma (the "Nation"), a federally recognized sovereign Indian tribe and owners. By signing this Release, I hereby acknowledge and agree that I have knowingly, willingly, and voluntarily consented to participate in activities on property owned by the Nation or the heirs of allotted land (the "Property"), including, but not limited to, hunting, fishing and other outdoor activities (collectively, the "Activities").

**ASSUMPTION OF RISKS.** I ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE BY THE NATION AS TO THE CONDITION OF THE PROPERTY, ANY BLINDS OR DEER STANDS LOCATED THEREON, OR OF ANY ROADS, BUILDINGS, GATES OR OTHER IMPROVEMENTS LOCATED THEREON. I FURTHER ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE ACTIVITIES CAN BE DANGEROUS AND THAT THE PROPERTY IS LOCATED IN A REMOTE RURAL AREA WITH LIMITED ACCESS TO EMERGENCY MEDICAL PROVIDERS AS WELL AS LIMITED AND UNRELIABLE CELLULAR COMMUNICATION SERVICES, AND THAT THE PROPERTY CONSISTS MOSTLY OF UNDEVELOPED AND UNTAMED LAND THAT MAY CONSTITUTE DANGEROUS CONDITIONS TO PERSONS AND/OR PROPERTY, INCLUDING, BUT NOT LIMITED TO POSSIBLE BRUSH, BOULDERS, WATERSHEDS, FLOOD ZONES, FLAMMABLE MATERIAL, RAVINES, CLIFFS, CAVES, HOLES, FENCE WIRE, LIVESTOCK, SNAKES, PONDS, STREAMS, RIVERS, HARMFUL PLANTS, POISONOUS ANIMALS AND INSECTS, BATS, OTHER WILD ANIMALS AND UNAUTHORIZED CARELESS PERSONS ON OR NEAR THE PROPERTY, ALL OF WHICH MAY BE DANGEROUS, HARMFUL OR FATAL TO HUMANS AND TO PROPERTY. I ACKNOWLEDGE SUCH POTENTIAL DANGEROUS CONDITIONS, ACCEPT THE PROPERTY IN AN "AS IS" "WHERE IS" CONDITION, AND ASSUME ALL RISK AND LIABILITY ASSOCIATED THEREWITH.

**RELEASE AND INDEMNITY.** THE UNDERSIGNED, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVE, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS, FOREVER: (I) WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE NATION AND ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS; AND (II) AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NATION AND ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, INJURIES, OR OTHER CLAIMS OR DEMANDS, INCLUDING ATTORNEYS' FEES, ON ACCOUNT OF ANY ILLNESS, INJURY, DEATH, DESTRUCTION, OR DAMAGE RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES, ANY OTHER USE OF, OR MY PRESENCE ON, THE PROPERTY AND ANY IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NATION'S OR ITS AGENTS' AND EMPLOYEES' NEGLIGENCE OR GROSS NEGLIGENCE.

I understand and acknowledge that the permissions provided to me relating to the Property and/or the Activities are contingent upon my compliance with all rules, regulations, and provisions set forth by the Nation relating to the Property and participation in the Activities. I agree to abide by all federal, state, and tribal game laws and regulations, as well as all applicable local, state, tribal and federal laws while on the Property. I understand that failing to do so may result in the revocation of any permission granted to me with regard to the Property or the Activities. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during any Activity. This Release shall be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

I affirm that I am at least 18 years of age and am freely signing this Release, and I recognize and agree that I am executing this Release on behalf of myself and on behalf of any minors that are in my care while on the Property. I have read this Release and fully understand that by signing this Release I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation in this activity. I agree that if any portion of this Release is held invalid, the remainder will continue in full legal force and effect.

**CAREFULLY READ THIS DOCUMENT BEFORE SIGNING**

PRINTED NAME OF PARTICIPANT \_\_\_\_\_

PRINTED NAME(S) OF MINOR PARTICIPANT(S) \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF PARTICIPANT \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

**Choctaw Nation of Oklahoma**

Gary Bolton - Chief Jack Austin, Jr. - Assistant Chief

**EXHIBIT A  
FORM OF RELEASE**

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PRINTED NAME(S) OF MINOR PARTICIPANT(S) \_\_\_\_\_

SIGNATURE OF PARTICIPANT \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

**Choctaw Nation of Oklahoma**

Gary Patton, Chief Jack Austin, Jr., Assistant Chief

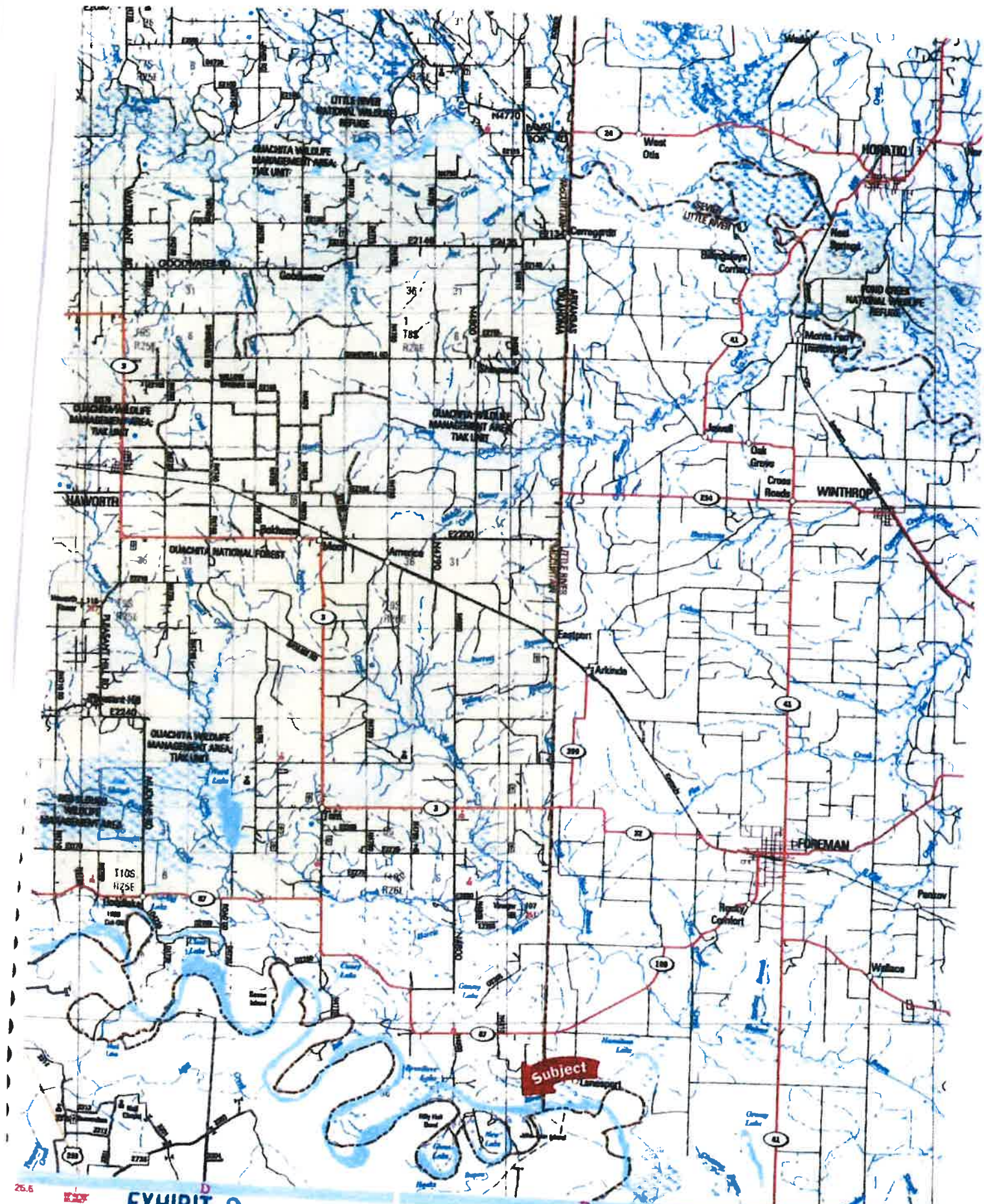




EXHIBIT B

1108-545.83 Acres





**EXHIBIT C**

**Subject**

CONTINUED IN  
ROADS OF TEXAS

1108 - 545.83 Acres