

**TO APPROVE GRAZING LEASE G09-2077, IN FAVOR OF CHOCTAW RANCHES ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN ATOKA CO, OKLAHOMA**

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**IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION**  
**RONALD PERRY INTRODUCED THE FOLLOWING COUNCIL BILL**

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**A COUNCIL BILL**

**TO APPROVE** Grazing Lease No. G09-2077, in favor of Choctaw Ranches, 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 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**, Choctaw Ranches, a department of the Choctaw Nation of Oklahoma, Commerce Division, has proposed a Grazing Lease on property held by the USA in Trust for the Choctaw and Chickasaw Nations. The land is located in Section 18, Township 2 North, Range 12 East, Atoka County, Oklahoma, containing 632.32 acres, more or less. See attached Exhibit B for the aerial map and Exhibit C for the location map;

**WHEREAS**, the annual lease payment is \$11,000.00. The Choctaw Nation of Oklahoma has agreed to waive their portion of the annual rental payment of \$8,250.00, the insurance requirement, the Performance Bond, and the Administrative Fee. See paragraph 5, page 2 of the Grazing Lease labeled Exhibit A;

**WHEREAS**, the Lease shall be for a ten (10) year term beginning on January 1, 2025; and

**WHEREAS**, the Tribal Council has determined that it is in the best interest of the Choctaw a to approve the Grazing Lease No. G09-2077, in favor of Choctaw Ranches.

**THEREFORE BE IT ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the proposed Grazing Lease No. G09-2077, located in Section 18, Township 2 North, Range 12 East, Atoka County, Oklahoma, in favor of Choctaw Ranches, on land held by the USA in Trust for the Choctaw and Chickasaw Nations. See Exhibit A for the Grazing Lease.

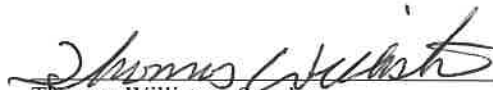
**BE IT FURTHER ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited for approval of the payment of \$11,000 per year for a ten (10) year term, beginning on January 1, 2025 and expiring on December 31, 2034. The Choctaw Nation’s ¼ interest of \$8,250, Performance Bond, and Administrative Fee will be waived.

**BE IT FURTHER ENACTED** by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as an acknowledgment that the Chief of the Nation, or his designee, is authorized to prepare, execute, deliver, and file any 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 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.

TO APPROVE GRAZING LEASE G09-2077, IN FAVOR OF CHOCTAW RANCHES ON LAND HELD  
BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN ATOKA CO,  
OKLAHOMA

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 July 13, 2024. I further certify that the foregoing Council Bill CB-80 -24 was adopted at such meeting by the affirmative vote of Twelve (12) members, Zero (0) negative votes, and Zero (0) abstaining.

  
Thomas Williston, Speaker  
Choctaw Nation Tribal Council

  
Ronald Perry, Secretary  
Choctaw Nation Tribal Council

  
Gary Batton, Chief  
Choctaw Nation of Oklahoma

Date 7/19/24

**TO APPROVE GRAZING LEASE G09-2077, IN FAVOR OF CHOCTAW RANCHES ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN ATOKA CO, OKLAHOMA**

**Purpose of Council Bill:** To approve Grazing Lease No. G09-2077, in favor of Choctaw Ranches, on land held by the USA in Trust for the Choctaw and Chickasaw Nations. The land is located in all of Section 18, Township 2 North, Range 12 East, Atoka County, Oklahoma, containing 632.32 acres, more or less. (Wardville Property). Please see the attached Grazing Lease No. G09-2077 labeled Exhibit A, aerial map labeled Exhibit B, and location map labeled Exhibit C. This is a Direct lease with Choctaw Ranches. The Choctaw Nation will waive their portion of the annual rental payment of \$8,250 per year, Insurance, Performance Bond, and the Administrative Fee requirements. Choctaw Ranches will pay the Chickasaw Nation their ¼ interest of the annual rental payment in the amount of \$2,750 per year. The appraised market rental value is \$11,000.00 per appraisal report dated 05/06/2024. This legislation will meet the Nation's strategic goal of strengthening financial growth and economic stability.

**Title of Council Bill: TO APPROVE GRAZING LEASE G09-2077, IN FAVOR OF CHOCTAW RANCHES ON LAND HELD BY THE USA IN TRUST FOR THE CHOCTAW AND CHICKASAW NATIONS IN ATOKA CO, OKLAHOMA**

**LESSEE:** Choctaw Ranches

**DURATION:** Term of 10 years

**PAYMENT:** \$2,750 per year to the Chickasaw Nation (¼ interest)  
(Choctaw Nation's ¾ interest - \$8,250 per year (Waived))

**Request by Project Director:** Traci Umsted, Senior Director of Land & Title, Kelly McKaughan, Senior Executive Officer

**Suggested Legislative Committee Review:** Finance Committee and Commerce Committee

EXHIBIT A

Performance Bond **Waived**  
Administrative Fee **Waived**  
Annual Rental **\$11,000.00**

Beginning Date: **January 1, 2025**  
Expiration Date: **December 31, 2034**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

LEASE NUMBER: **4200447486 (G09-2077)**  
LESSEE: **Choctaw Ranches**

LANDOWNER: **USA in Trust for the  
Choctaw & Chickasaw Nations**

EXHIBIT A

GRAZING LEASE

THIS CONTRACT, made and entered into on **June 6, 2024**, 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 **Choctaw Ranches, a Division of Commerce, Choctaw Nation of Oklahoma, P.O. Box 1210, Durant, Oklahoma 74702**, 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.**

for a term of **ten (10) years**, beginning on **January 1, 2025**, and expiring on **December 31, 2034**, subject to the conditions hereafter set forth. The lessee in consideration of the foregoing covenants, agrees to pay the 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 administrative fee to: Choctaw Nation of Oklahoma, PO Box 1210, Durant, OK 74702-1210. Pay bond and rent to: Tahihina Agency-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>	<u>Amount</u>
Choctaw Nation of Oklahoma	¾	January 1, 2025 thru January 1, 2034	Waived-\$8,250.00
Chickasaw Nation	¼	January 1, 2025 thru January 1, 2034	\$2,750.00

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

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 Secretary, BIA, Lessor, or Tribe with jurisdiction over the land, may enter the leased premises at any reasonable time, without prior notice, in accordance with 25 CFR 162.464 to protect the interest of the Indian landowners and ensure that the tenant is in compliance with the operating requirements of the lease. When locks are placed on gates a key or combination code must be furnished to BIA or Choctaw Nation Lease Compliance Officer within 30 days of placement of the lock. If not provided, the lock may be replaced with a Choctaw Nation lock, and you will need to coordinate with the Lease Compliance Officer to obtain a key or combination code to gain access.
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

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. **The Bond requirement is being Waived.**
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.

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)

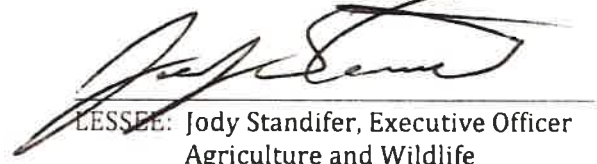
Choctaw Nation Land Management reserves the right to conduct current and future NRCS contracts on the property.

Choctaw Nation Land Management will conduct the weed, sprout, and brush control on 350 open acres annually.

Lessee may have no more than 55 cow/calf pairs on the lease tract.

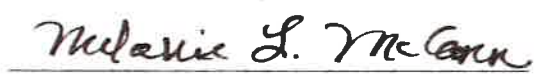
IN WITNESS WHEREOF, the lessee (and lessor) has hereunto affixed their hands and seals and the lessor hereunto has caused to have his legal acceptance on which his hand and seal has been affixed.



  
\_\_\_\_\_  
LESSEE: Jody Standifer, Executive Officer  
Agriculture and Wildlife  
Division of Commerce  
Choctaw Nation of Oklahoma

SUBSCRIBED and sworn to before me this 7th day of June, 2024.

My commission expires: 10-23-2025

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



Two witnesses to each signature:

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

\_\_\_\_\_  
Lessor: Bill Anoatubby, Governor  
Chickasaw Nation





# EXHIBIT C

Regulatory Land Base

EXHIBIT C

+ wardville, ok X Q  
- Show search results for wardville, ok  
31

Initials  
Initials  
Initials



Subject



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