

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

F A R M I N G AND P A S T U R E
LEASE

Allotment No. 917,920, and
Orig. Tribal
Lease No. 2251

Fort Hall Indian Agency

Contract No. 14-20-0504-2969

THIS CONTRACT, made and entered into this 13th day of January, 1982,
by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of Indians),
hereinafter called the "lessor," and John and Robert Olsen
of Rt. #6, Box 443, Blackfoot, ID 83221,
hereinafter called the "lessee," in accordance with the provisions of existing law and the regulations (25 CFR 131) 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 the land and premises described as follows, to wit:
T. 3 S., R. 35 E.

Al. #917 ... Sec. 17 - W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ (Less R/W) cont. 19.10 acres.
Al. #920 ... Sec. 17 - Part of W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ cont. 19.50 acres.
Al. #921 ... Sec. 17 - E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ (Less Homesites) .. cont. 18.50 acres.
Orig. Trbl.. Sec. 16 - Part of E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ - Triangle shape lying West
of U. S. Highway 191 cont. 8.00 acres.

containing 68.00 acres, more or less, of which not to exceed 65.10 acres may be cultivated, for the term
of five years, beginning on the first day of January, 1982,
fully to be completed and ended on the 31st day of December, 1986,
subject to the conditions hereinafter set forth. The lessee, in consideration of the foregoing, covenants and agrees, as rental
for the land and premises, to pay \$..... (one share of all crops as hereinafter provided) per annum:

TO—	DATE DUE	AMOUNT
Bureau of Indian Affairs	December 1, 1981	\$3,252.10
	December 1, 1982	\$3,252.10
	December 1, 1983	\$3,252.10
	December 1, 1984	\$3,252.10
	December 1, 1985	\$3,252.10

Lessee is responsible for O & M Charges as assessed annually.
Irrigable area may not agree with farmable area.

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.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the
lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of
the Bureau of Indian Affairs having jurisdiction over the leased premises.

BOND: \$1,626.05

Page 1

LEASE FEE: \$70.04

This lease is subject to the following provisions:

1. "SECRETARY" as used herein means the Secretary of the Interior or his authorized representative.

2. INTEREST.—It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest at the rate of 6 percent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

3. OPERATION AND MAINTENANCE ASSESSMENTS.—It is understood and agreed that the lessee will pay all operation and maintenance assessments annually in advance on the due date preceding each irrigation season, including any penalties accruing against the above-described land under irrigation, and will pay all charges assessed in connection with any other improvement project or district within which the lands may be located, pursuant to the existing or future orders or regulations of the Secretary.

4. REPAIRS.—It is understood and agreed that the lessee is to keep the premises covered by this lease in good repair, and the said lessee will be responsible for all damages done to buildings and fences and other improvements, except the usual wear and decay.

5. CROP LEASES.—It is understood and agreed that the lessee will not purchase or be a party to the purchase by anyone, of the lessor's share of the crop, without prior approval of the Secretary.

6. 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 all parties to this lease, including the surety or sureties.

7. RESERVATIONS.—It is understood and agreed that the lessor reserves the right to make oil and gas leases, grant rights of way and other legal grants, on the premises covered by this lease and that in 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. It is further understood that in the event of a dispute between the lessee hereunder and the lessee or permittee under any oil and gas lease, right-of-way, or other grant, as to the amount of such 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.

8. 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 or purpose.

9. 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.

10. 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 upon termination or expiration of this lease.

11. 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 131.

12. 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.

13. 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, executors, and administrators of the parties to this lease. While the leased premises are in trust or restricted status, all the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner of the land.

14. 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 herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

15. APPROVAL.—It is understood and agreed that this lease shall be valid and binding only after approval by the secretary.

Date: October 2, 1980

PERFORMANCE BOND REQUIREMENTS

Lease contracts on the Fort Hall Reservation are made providing for O & M and annual rental to be paid in advance. The Branch of Irrigation is responsible for collection of O & M charges and Tenure and Management is responsible for collection of lease rentals.

In the event that lease rental is late, Tenure and Management will notify Irrigation, and if O & M charges are late the Irrigation Branch will notify Tenure and Management thirty (30) days after the due date as an alert that the Performance Bond may have to be used for collection purposes.

Effective immediately the amount of the bond required on all new cash leases paid in advance that indicate the due date on or before December 1st the required amount of bond will equal one-half (1/2) of the annual rental. On agricultural leases with the annual due date after December 1st, a bond in the amount of the annual rental plus 18% interest will be required.

In addition some leases may require a larger bond to cover stipulated improvements or to insure compliance with the terms of the lease.

APPROVED: October 3, 1980
(date)

W. McDonald
Superintendent, Fort Hall Agency

CONCURRED:

Don M. Sitrand
Supv. Range Conservationist

Abel Oliver
Ft. Hall Irrigation Project Mgr.

Don Hill
Natural Resource Officer

Form 5-5423
Sept. 1979

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Executed in Triplicate
Bond No. 58017973

PERFORMANCE BOND

Packham Insurance Agency Inc.
P.O. Box 39
Blackfoot, ID 83221

Date Bond Executed
December 18th, 1981

Principal	John W. Olsen Route #6, Box 443 Blackfoot, Idaho 83221	Surety	WESTERN SURETY COMPANY 908 West Avenue North Sioux Falls, South Dakota 57192	
Penal Sum of Bond (express in words and figures)	One Thousand Six Hundred Sixty and no/100 (\$1,660.00)	Lease or Permit No.	Allotment No. 917, 920 & 921	Date of Lease or Permit From 1-1-82 to 12-31-86
Penal Sum Total_____ \$ 1,660.00				

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, and Bureau of Indian Affairs (lessor or permitter), in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, provided, however, that the liability of the Surety to either one or both of the obligees shall not exceed in the aggregate the penal sum of the bond.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain agreement, numbered and dated as shown above and hereto attached; and whereas the principal and surety agree that the neglect or forbearance of the lessor or permitter in enforcing against the lessee or permittee the payment of rentals or the performance of any other covenant or condition of the agreement, shall not in any way release the principal and surety, or either of them, from any liability under this bond; and whereas the principal and surety agree that in the event of any default under such lease, the lessor or permitter may prosecute any claim, suit, action, or other proceeding against either the principal or surety without the necessity of joining the other.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of said agreement during the original term of said agreement and any duly authorized extensions thereof, with or without notice to the surety, and during the life of any guaranty required under the agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of any and all duly authorized modifications

DECLARATION

It has been determined that the lease covering allotments 917,920, 921, and original tribal in section 16, 17 T3S., R.35E.B.M.

is (not) a Federal action significantly affecting the quality of the environment as would require the preparation of an environmental statement in accordance with Section 102(2)(c) of NEPA 1969 (42 USC 4332(2)(c)).

Date February 24, 1982

Don A. Hellems
(ACTING) Superintendent

16. Additions. Prior to execution of this lease, provision(s) number(s) covering spec. requirements & conservation stipulations has (have) been added hereto and by reference is (are) made a part hereof.

IN WITNESS WHEREOF, the lessee (and lessor has (have) hereunto affixed his (their) hand(s) and seal(s), the day and year first above written (and the lessor hereunto has caused to be attached his legal acceptance on which he has affixed his hand and seal).

Two witnesses to each signature:

Elizabeth Boyer
Melinda Boyer
Cherie Ballard
Willard Ballard

Wesley Ballard
 B-3 Wesley Ballard Lessor
 (A1.917--\$36.08 rental)

Addison Devinney
 D-98 Addison Devinney Lessor
 (A1.921--\$353.81 rental)

Isaac Jackson, Jr.
 J-21 Isaac Jackson, Jr. Lessor
 (A1.917--\$811.74 rental)

Edward Q. Boyer
 Q-14 Edward Q. Boyer Lessor
 (A1.920--\$994.50; A1.921--\$589.69)

John W. Olsen
 John Olsen Lessee

Robert W. Olsen
 Robert Olsen Lessee

THE SHOSHONE-BANNOCK TRIBES
 Lessor

By: Kelsey Edmond
 Chairman, Fort Hall Business Lessor
 Council

Per Tribal Resol. #81-0134,
 dtd. 7/14/81
 Lessor

Radford W. Ballard
 B-24 Radford W. Ballard Lessor
Wayland L. Ballard
 B-25 Wayland L. Ballard
 Superintendent, Fort Hall Agency for
 and in behalf of the above minors.
 AUTH: 25 CFR 131.2a(2). Lessor
 (A1.917--\$63.14--EACH)

Lessor

Approved FEBRUARY 24, 19 82
 (ACTING)

Don A. Hellewell
 Superintendent, Approving Official
 Fort Hall Agency



Boyer

IN REPLY REFER TO
Tenure and Mgmt.
(Leasing)

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
FORT HALL AGENCY
FORT HALL, IDAHO 83203

March 17, 1982

Messrs. John and Robert Olsen
Route #6, Box 443
Blackfoot, ID 83221

Gentlemen:

Enclosed is your approved copy of Lease No. 2251.

As you will note, the annual rental is due and payable on December 1st and failure to pay within 30 days of this date will result in a charge for interest from the due date at the rate of 18 percent. Reminder notices will not be issued from this office.

Please examine the lease carefully so that all of the terms and conditions are fully understood. If you have any questions regarding this lease, please feel free to contact the Tenure and Management Activity at the Fort Hall Agency. Office hours are 8:00 A.M. to 4:30 P.M., Monday through Friday.

Sincerely,

Don W. Stroud
Supv. Range Conservationist

Enclosure

cc: Western Surety Co., w/copy of lease
908 West Avenue No.
Sioux Falls, SD 57192

FORT HALL INDIAN AGENCY

CONSERVATION PROGRAM FOR MEDIUM & HEAVY TEXTURED SOILS

Lessee John & Robert Olsen Unit/s 917,920,921,orig.tribal

This agreement entered into by the lessee and lessor as part of Lease No. _____ with the approval of the United States of America acting through the Superintendent of the Fort Hall Indian Agency, hereinafter called the Government. It is the lessee's responsibility to perform and establish the conservation practices stipulated below and on the attached Conservation Map and to perform all operations in a husband-like manner.

1. Water Erosion Control. A. Lessee will be responsible for the proper use and control of his irrigation water, including waste water. If it is deemed necessary by the Government, lessee agrees to construct, install, or establish additional erosion control measures. Lessee will comply at his own expense within ten (10) days of written notice. Damages for non-compliance will be 150% of the estimated cost of such erosion control measures as determined by the Government. B. Lessee agrees not to allow irrigation water gravity or sprinkler to come in contact with paved or improved gravel roads. Penalty for non-compliance is \$100.00 per occurrence.
 2. Disease and Pest Control. Lessee will be responsible that no potato or sugar beet tare dirt from his operations will be deposited on the Fort Hall Indian Reservation except in areas designated for that purpose. Damages are \$25.00 per load. If plant disease or insects threaten the future productivity of the land, as determined by the Government, cropping restrictions and/or other remedial action will be prescribed by the Government and carried out by the lessee.
 3. Certified Potato Seed. Lessee agrees to plant only certified potato seed on these lands. He shall when requested, provide the Government with proof of his potato seed certification. Damages for non-compliance are \$50.00 per acre.
 4. Weed Control. Lessee will eradicate or control all noxious weeds in accordance with the noxious weed laws of the State of Idaho and the county weed control districts and in a manner satisfactory to the Government. Damages for non-compliance are \$25.00 per acre.
 5. Crop Rotations. Lessee agrees to follow the following minimum Government requirements. Damages for non-compliance will be \$25.00 per acre.
 - a. Potatoes may not be grown two years in succession.
 - b. Sugar beets may not be grown two years in succession.
- However, if plant disease or insects threaten the future productivity of the land, as determined by the Government, the crop rotation may be changed by the Government. Damages for non-compliance will be \$25.00 per acre.
6. Residue Management. The lessee agrees not to burn or permit to be burned, crop residue, meadow, or pasture without prior written permission from the Government. Penalty for non-compliance is \$25.00 per acre.

CONSERVATION PLAN MAP

LESSEE John & Robert Olsen PREVIOUS LEASE NO. 1743,2125 DATE 3/31/81

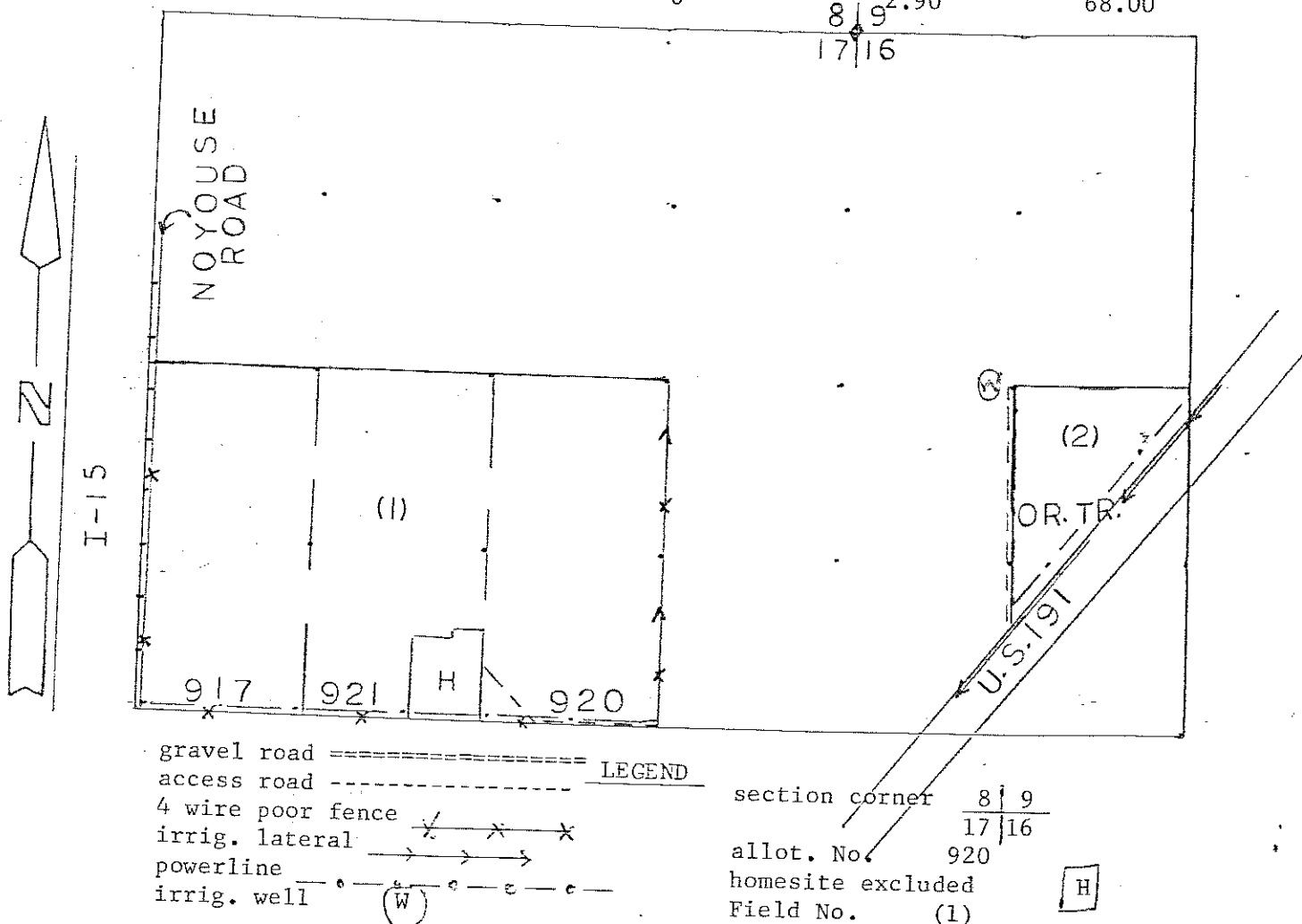
ALLOTMENT NO. 917,920,921,original tribal DESCRIPTION: Sec. 16.17 T. 3 R. 35

SCALE: 1"=660' PHOTO NO. E-1

REMARKS: Crop History: Field (1) 1978 idle, 1979 wheat, 1980 potatoes. Field (2) 1978 wheat, 1979 potatoes, 1980 wheat. If livestock are pastured, the lessee is responsible for keeping his livestock from trespass on surrounding lands.

Acreage Evaluation

allotment	Farmable	Nonfarmable	Unuseable	Total
917	19.10	0	.90	20.00
920	19.50	0	.50	20.00
921	18.50	0	1.50	20.00
orig.tr.	8.00	0	0	8.00
	65.10	0	2.90	68.00



SPECIAL LEASE PROVISIONS

Attached to and made a part of Lease No. _____

1. IRRIGATION: The lessee agrees to abide by the rules prescribed by the Secretary of the Interior for the operation of the Fort Hall Irrigation Project (Title 25-Indians, CFR-197.
2. TRESPASS: Lessee agrees to keep under control all personally-owned livestock and prevent their trespass on other Indian land not included in this contract.
3. CROP SHARE LEASES: (a) In the event of a crop share lease, the average yield of the farm unit will be used in computing the amount due for each allotment. (b) The lessee shall obtain crop insurance covering all types of damage or loss to the lessors' share of the crop and failure to do so will result in his being held responsible for payment to the landowners in an amount equal to an estimated crop yield as determined by the Bureau of Indian Affairs. (c) Crop share due the landowners is based on the gross amount of crop produced and is not subject to deductions for operation costs, taxes or any other assessment except storage if the landowners share cannot be sold at the time of harvest.
4. SPECIAL AUTHORITY: The lessor(s) grants the Superintendent the authority to modify this lease, except for rental and length of term. Lease income and length of term cannot be modified without the consent of the lessor(s).
5. FENCES TO BE CONSTRUCTED: Lessee will maintain and construct fences as shown on Conservation sketch map. All fences will be constructed and maintained in compliance with Bureau of Indian Affairs specifications.

In the event the leased land borders another leased tract, the lessee may be responsible for construction of one-half (1/2) of the fence which would be on the right of his leased property as he faces the property line.

6. BONDSMEN: In the event of default on the part of the lessee, the bondsmen may have the privilege of continuing the contract and fulfilling the obligations in accordance with the terms of the lease.
7. HUNTING AND FISHING: It is understood and agreed that the approval of a lease on this land does not give to a lessee, other than a member of the Shoshone-Bannock Tribe, any right to hunt or fish on the reservation without a permit, and does not give to the lessee the right to invite non-Indians to hunt and fish upon the leased premises.
8. RENTAL ADJUSTMENT: The rental provisions in all leases which are granted for a term of more than five years, and which are not based primarily on percentage of income produced by the land, shall be subject to review and adjustment at not less than five-year intervals in accordance with the regulations in Title 25, CFR 131.
9. TRIBAL ORDINANCES: This lease is subject to approved Tribal Ordinances.
10. SPECIAL REQUIREMENTS: The lessee agrees to comply with the following special terms which are not elsewhere set forth in this lease:

1. Item 2 - Interest: The interest rate shall be changed as follows:

It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest at the rate of 18 percent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

11. Lessee shall comply with applicable air and water quality standards to conserve and protect the environment; and to avoid, minimize or correct hazards to the public health and safety. He shall also be required to provide adequate measures to avoid the environment within or without the leased premises that may result from or have been caused by operations conducted on the leased premises.
12. The lessee may encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is a party other than the encumbrancer approval by the Secretary of any assignment will be required, and such purchaser will be bound by the terms of the lease and will assume in writing all the obligations thereunder.
12. Lessee will at all times keep premises cleared of debris and remove all types of chemical containers as soon as they have been emptied of their contents.
14. Where terraces are needed for the prevention of soil erosion, such terraces will be constructed to meet standards based on specifications as outlined by the Soil Conservation Service and will be shown in the farm plan attached.
15. With the consent of the Secretary, this lease may be subleased in whole or in part but the sublessor shall in no way be relieved from any liability encumbered by the terms of the lease nor shall the supervisory authority of the Secretary be diminished. Sublessor will be held responsible for payments of all rentals, operation and maintenance charges, and any other charges applicable under the lease.