

Contract No. 14-20-462-659

Lease Fees: \$41.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Uintah and Ouray Agency
Fort Duchesne, Utah

LEASE
BETWEEN
THE UTE INDIAN TRIBE
OF THE
UINTAH AND OURAY INDIAN RESERVATION, Utah
AND
THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into the ____ day of _____ in the year one thousand nine hundred and _____ by and between THE UTE INDIAN TRIBE OF THE UINTAH AND OURAY INDIAN RESERVATION, UTAH, a body organized pursuant to section 16 or section 17 of the act of June 18, 1934 (48 Stat. 987; 25 U.S.C. 476) or (48 Stat. 988; 25 U.S.C. 477), as the case may be, whose address is Fort Duchesne, Utah, hereinafter referred to as the "Lessor", and the UNITED STATES OF AMERICA, through the DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, hereinafter called the "Service," under the provisions of the act of August 9, 1955 as amended (69 Stat. 539; 25 U.S.C. 415) (or other applicable special act) as implemented by Part 131 - Leasing and Permitting of the Code of Federal Regulations, Title 25 - Indians, and any amendment thereto relative to Business Leases on restricted Indian lands which by this reference are made a part hereof;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Service the following described land and premises, to wit:
(Insert Legal Description)

containing 670 hectares (1,655.13 acres), more or less, together with all accretion, reliction and river bed lands in any way appurtenant to the above described lands and subject to any prior, valid, existing rights-of-way, such lands to be used for the following purposes: Wildlife management and development purposes which include, regulated grazing, pond developments and production of food crops for migratory waterfowl.

TO HAVE AND TO HOLD the said premises with their appurtenances for a primary term of twenty-five (25) years, commencing the first day of the month following execution of the lease by the

Service. This lease may be renewed at the option of the Service for a further term not to exceed twenty-five (25) years, commencing at the expiration of the primary term, upon the same conditions and terms as in effect at the expiration thereof, provided that notice of the exercise of such option shall be given by the Service to the Lessor in writing, at least twelve (12) months prior to the expiration of the primary term.

2. The Service shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose, and will not permit the use of the said premises by anyone other than the Service, such sublease, and the agents and servants of the Service, or of such sublease.

3. The Service shall pay to the Bureau of Indian Affairs, _____ Agency, (City), (State), (for the use and benefit of the _____ Indian Tribe) the following rental:

The sum of \$1,800.00 per annum, said sum to be paid annually on June 30; provided, however, that the rental payable for the initial period of this lease shall be on an earned rental basis for the period commencing with the effective date of this lease to June 30, 2005.

The rental provisions of this lease shall be subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 131. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

4. It is mutually understood and agreed that if the Service fails to receive the necessary approval or allocation of funds for paying the rental herein set forth for any fiscal year, then and in that event, the Lessor shall be so advised in writing and this lease shall terminate on a date as determined by the Service and provided in such written notice.

5. UNLAWFUL CONDUCT. -- The Service agrees that it will not use or cause to be used any part of said premises for any unlawful conduct or purpose.

6. DELIVERY OF PREMISES. -- It is understood and agreed that at the termination of this lease, by normal expiration or otherwise, the Service shall peaceably and without legal process deliver up the possession of the premises herein described, inclusive of the improvements which are to remain the property of the Lessor, in good condition, usual wear and acts of God excepted.

7. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR. 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 this lease; however, such termination shall not serve to abrogate this lease. The owners of the land and the Service shall be notified by the Secretary of any such change in the status of the land.

8. 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 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.

9. This lease is subject to the following provisions:

a) There is reserved to the Lessor the privilege of grazing the Tribal lands in the refuge which are available for grazing and under such regulations and limitations as the Service may impose. Any charge to the Lessor for grazing upon the refuge shall be assessed annually on an animal unit month basis.

b) It is understood and agreed that the developments by the Service shall be carried on as to allow the Womsits Valley antelope to continue to water in the Green River.

10. ADDITIONS. -- Prior to execution of this lease, the provisions contained in Resolution No. 61-80, dated April 19, 1961, of the Uintah and Ouray Tribal Business Committee, Ute Indian Tribe, copy attached, have been added hereto and by reference are made a part hereof.

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, expressed 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, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of 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. 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.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

WITNESSES: UTE INDIAN TRIBE

_____ By: _____
Chairman, Uintah and Ouray
Tribal Business Committee,
LESSOR

The lease of the land herein described at the price and under the conditions herein stated having been duly approved by the Migratory Bird Conservation Commission on _____, the Secretary of the Interior, acting by and through his authorized representative, has executed this lease on behalf of the United States of American on this _____ day of (Month), (Year).

THE UNITED STATES OF AMERICA

By: _____
(Title)
U.S. Fish and Wildlife Service

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
_____ Agency
(City), (State)

APPROVED: _____
Superintendent

Date: _____