

OMAHA TRIBE OF NEBRASKA

Executive Officers

Jason Sheridan, Chairman
Leander Merrick, Vice-Chairman
Alan Harlan, Treasurer
Cheyenne Robinson, Secretary



Members

Galen Aldrich, Sr.
Jerome Hamilton.
Dustin Lovejoy

RESOLUTION NO. 25-23 OF THE OMAHA TRIBE OF NEBRASKA

RE: Authorization for Lease Agreement of Tribal land: **T3099**

WHEREAS: The Omaha Tribe of Nebraska is a federally recognized Indian tribe, organized under a constitution and bylaws approved by the Secretary of Interior on April 30, 1936, pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934; and

WHEREAS: pursuant to Article III, Sec.1 of the constitution of the Omaha Tribe of Nebraska, the governing body of the Omaha Tribe shall also be known as Tribal Council; and

WHEREAS: Article IV, Section 1 (c) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to approve or veto any sale, disposition, lease or encumbrance of tribal land, interest in land or other tribal assets, which may be authorized or executed by the Secretary of the Interior, the Commissioner on Indian Affairs, or any other qualified official or agency of government, providing that no reservation lands shall be leased for a period exceeding the (10) years, sold, or encumbered, except for governmental purposes; and,

WHEREAS: Article IV, Section 1 (j) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to safeguard and promote the economy and general welfare of the Omaha Tribe; and

WHEREAS: Article IV, Section 1 (p) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to protect and preserve the property, wild life and natural resources of the Tribe; and

WHEREAS: The Omaha Tribal Council finds that it is in Tribe's best interest to lease certain areas of trust land for agricultural purposes; and,

WHEREAS: The Omaha Tribe Realty Department, as designee of the Omaha Tribal Council, has negotiated a lease agreement between the Omaha Tribe of Nebraska as Lessor, **William Athey, 2517 H Ave, Walthill, NE 68067**; and,

WHEREAS: The negotiated lease agreement between the Lessor and Lessee provides for the cultivation of trust land described as follows:

LEGAL DESCRIPTION: Lots: 1& 2 Section: 8 Township: 25 North Range: 8 East of 6th PM containing approximately eight and two tenths (8.2) acres of which three and one tenths (3.1) acres may be cultivated; and,

WHEREAS: The negotiated lease agreement between the Lessor and Lessee provides the term of the lease shall be five (5) years, and be fully completed and ended on the last day of **February, 2030**; and,

WHEREAS: The negotiated lease agreement between the Lessor and Lessee provides the rental payment amount shall be a \$ payment due for 5 as follows:

PAYMENT TO:	DUE DATE(S)	AMOUNT
Omaha Tribe of Nebraska	Upon approval of lease	\$54.00
Omaha Tribe of Nebraska	March 1, 2025	\$900.00
Omaha Tribe of Nebraska	March 1, 2026	\$900.00
Omaha Tribe of Nebraska	March 1, 2027	\$900.00
Omaha Tribe of Nebraska	March 1, 2028	\$900.00
Omaha Tribe of Nebraska	March 1, 2029	\$900.00

WHEREAS: In requirement of good stewardship of tribal leased lands and to ensure such activity the Omaha Tribe is requiring a bond on these tracts or \$900.00 (equivalent of one year highest rent) or the contingency to cash in the letter of credit to satisfy any and all unpaid rent, violation or intentional destruction of tribal lands and equipment §169.103 or the bond to be returned immediately upon satisfactory completion of lease obligations;


NOW THEREFORE, BE IT RESOLVED that the Omaha Tribal Council hereby approves the terms and provision of the attached lease.

CERTIFICATION

This is to certify that the foregoing resolution was considered at a duly called meeting of the Omaha Tribal Council on the 2 day of January, 2024, and was adopted by a vote of: 5 for; 0 against; 1 abstaining; with the Chairman not voting. A quorum of 6 was present.

Members	Yes	No	Abstain
Jason Sheridan			Abstain
Leander Merrick			Absent
Alan Harlan	X		
Cheyenne Robinson	X		
Galen Aldrich, Sr.	X		
Jerome Hamilton	X		
Dustin Lovejoy	X		

Submitted by:




 Cheyenne Robinson, M.B.A., Secretary
 Omaha Tribal Council

1.2.2025

 Date

Attest:



 Jason Sheridan, Chairman
 Omaha Tribal Council

1.2.2025

 Date

Acknowledge:

 Nilah Solomon, Superintendent
 Bureau of Indian Affairs

 Date

Pursuant to authority delegated to the Assistant Secretary-Indian Affairs by 209 DM 8, 230 DM 1, to the Great Plains Regional Director by 3 IAM 4 (Release No. 25-24), and to the Superintendents by Great Plains Region Addendum 3 IAM 4 (Release No. 0502).

AGRICULTURAL LEASE

Tribal Tracts: T3099

Lease No: 4200

Omaha Tribe of Nebraska Administrative Fee: \$54.00

THIS CONTRACT, made and entered into this **19TH** day of **November, 2024**, by and between **the Omaha Tribe of Nebraska and the Secretary of Interior, (acting for and on behalf of the Tribe)**, hereinafter designated as “**LESSEE**”, and **William Athey, 2517 H Avenue, Walthill, Nebraska, 68067**, , hereinafter designated as “**LESSOR**”, in accordance with the provisions of existing law and regulations (25 CFR 162) which, by reference, are made a part thereof,

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:

Tribal Tract: T3099

LEGAL DESCRIPTION: Lots: 1 & 2 Section: 8 Township: 25 North Range: 8 East of 6th P.M. containing approximately eight and two tenths (8.2) acres of which three and one tenths (3.1) acres may be cultivated for a term five (5) years, and fully completed on the last day of February 2030:

PAYMENT TO:	DUE DATE(S)	AMOUNT
Omaha Tribe of Nebraska	Upon approval of lease	\$54.00
Omaha Tribe of Nebraska	March 1, 2025	\$900.00
Omaha Tribe of Nebraska	March 1, 2026	\$900.00
Omaha Tribe of Nebraska	March 1, 2027	\$900.00
Omaha Tribe of Nebraska	March 1, 2028	\$900.00
Omaha Tribe of Nebraska	March 1, 2029	\$900.00

Lessee agrees not to oppose any issues pertaining to environmental regulations that are currently in effect or become effective during the term of this lease or the lease will automatically cancel if the lessee fails to conform.

1. **SECRETARY** as used herein means the Secretary of the Interior or his authorized representative acting under delegated powers.
2. **RENTAL PAYMENTS** may change over the term of this lease based on the trust or restricted ownership interest in the tract(s) at the time of invoicing. Rental payments will not be accepted more than one year in advance of the due date. A non-refundable administrative fee will be charged in accordance with 25 CFR 162.241 OR 25 USC 14b, unless waived by the Secretary. Failure to pay the exact amount by the due date is a lease violation and the lease may be subject to cancellation after providing notice to LESSEE. The rental payment will be considered late if it is not received by the due date specified on the invoice. Although the decision to cancel this lease for rental disputes is subject to appeal pursuant to 25 CFR Part 2, the decision may be made effective immediately for the conservation and protection of the trust land. The LESSEE's bond may be used to pay any disputed rental amounts. Ten percent (10%) of the total annual rent due will be assessed and added, in addition, to the amount the LESSEE has failed to pay, has underpaid, or failed to pay by the due date. An additional ten percent (10%) assessment shall be made for the total outstanding balance due for any rentals that are paid and accepted 30 days beyond the due date. The assessed amount shall be construed as rental income. The LESSEE may not be notified of any overpayment.
3. **CARE OF PREMISES.** 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 to any waste whatever on said 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 LESSOR and the approval of the Secretary, and shall not permit the premises to become unsightly. The LESSEE will be held financially responsible for all repaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.
4. **CROP LEASE.** It is understood and agreed that the LESSEE will not purchase or be party to the purchase by anyone, of the LESSOR's share of the crop, without prior approval of the Secretary.
5. **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 written consent of the LESSOR and LESSEE.
6. **RESERVATIONS.** It is understood and agreed that the LESSOR reserves the right to make mineral, business, signboard, industrial and sand and gravel and/or permits, and to grants of right-of-way and other legal grants, on the premises covered by this lease, and 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 LESEE is limited to the lease year or growing season on cropland in which the damage occurred. It is further understood that in the event of dispute between the LESSEE hereunder and the LESSEE or PERMITTEE under any mineral, business, signboard, industrial, or sand and gravel permit or lease or right-of-way, or other gran 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 occurred.

7. **UNLAWFUL CONDUCT.** The LESSEE agrees that he will use or cause to be used any part of the leased premises for any unlawful conduct or purpose.
8. **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.
9. **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 becomes the property of the LESSOR upon termination of expiration of this lease. All removable personal property belonging to the LESSEE shall be removed from the leased premises within ten (10) days after the expiration of this lease. Any Personal property of any character not removed from the premises within the (10) day period shall become the property of the LESSOR(s) and shall be subject to disposition by LESSOR(s) and shall be subject to the disposition by LESSOR(s) free from any responsibility to the LESSEE or any third party in connection herewith.
10. **VIOLATION OF LEASE.** It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162.
11. **ASSET NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of the LESSEE's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
12. **UPON WHOM BINDING.** It is understood and agreed that the covenants and agreements hereinafter 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 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.
13. **INTEREST OF MEMBERS 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.


14. **INDEMNIFICATION.** Neither the LESSOR, nor the United States, nor their officers, agency and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of the LESSEE or SUBLESSEE or any other person whomever, caused by accident, fire, or other casualty on said premises or from any other cause whatsoever. LESSEE hereby waives all claims against LESSOR and the United States and hereby agrees to hold LESSOR and the United States, free and harmless from liability for any loss, damage or injury arising from the use of the premises by LESSEE, together with all costs and expenses connected therewith. In addition, the LESSEE agrees to indemnify the United States and the LESSOR against all liabilities or cost 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. **ARCHEAOLOGICAL DISCOVERY.** In the event that archeological or historical remains, burials, or other cultural remains not previously reported are encountered during the course of construction, farming, or other activities associated with this lease, all activity in the immediate vicinity of the remains will cease and the Bureau of Indian Affairs archeologist and the Tribe who has jurisdiction over the lands will be contacted to determine disposition.
16. **INSPECTIONS.** The Secretary or his/her authorized representative shall have the right, at any reasonable time during the term of the lease, to enter upon the lease premises or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.
17. **COMPLIANCE AND LEGAL REQUIREMENTS.** The LESSEE must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements, including tribal laws and leasing policies when applicable.
18. **BONDING.** Unless otherwise provided or waived, the LESSEE must provide a bond to secure the performance of all lease obligations, and such bond may be used to restore or reclaim the lease premises to their condition at the commencement of the lease. The bond amount must be for no less than one year's rental. If the lease premises are within an Indian irrigation project a bond may be required to ensure payment of operation and maintenance charges. If the LESSEE fails to make the rental payment, the authorizing official may use the bond for rental due the landowners.
19. **CONSERVATION PRACTICES.** It is agreed and understood that farming and/or grazing operations will be conducted in accordance with recognized principals of sustained yield management; sound conservation practice goals as expressed in tribal laws, leasing

policies and conservation plans and stipulations attached hereto. Pasture leases that have stocking rates and season of use stipulated in the conservation plan.


20. **ADDITIONAL FEES.** In addition to any rental payment assessment, the LESSEE shall pay a \$50.00 administrative fee for dishonored checks, a \$15.00 administrative fee for B.I.A. processing a notice and any demand letters, and 18% of the balance due which will be charged by Treasury if a referral is made for collection of delinquent debt. The administrative fee will be charged for notice or demand letter.
21. **RIGHT-OF-WAY.** This lease is subject to any prior valid existing right-of-way.
22. **UNDIVIDED FEE INTEREST.** This is a least of the trust interests in the property described and is not a lease of any undivided fee interests. All rental paid by the LESSEE will be distributed to the trust landowners only. The LESSEE is responsible for accounting to the owners any fee interests that may exist in the property being leased.
23. **RENTAL PAMENTS MADE DIRECTLY TO LESSORS.** If authorized, any payments made by the LESSEE directly to the LESSORS (trust beneficiaries or landowners) must be made to only those individuals as specified in the lease. The lease includes a list of individuals who are to receive the income and the amounts each are to receive. This is called a "Schedule of Payments" and is subject to change by an approved modification. The LESSEE will be advised of any approved changes to the "Schedule of Payments". The LESSEE must retain proof of payment which will be provided to the approving official upon request. The LESSEE shall return the invoice or payment coupon with certification of payment to the centralized commercial lockbox address of the Bureau of Indian Affairs office which has jurisdiction over the leased premises. Failure to do so may be treated as a violation of the lease pursuant to provision 10 of this lease. All direct payments may be suspended at any time during the term of the lease. In the event of death of any individuals to whom, under the terms of the lease rentals are to be paid directly, all remaining rental due shall be paid to the centralized commercial lockbox address of the Bureau of Indian Affairs office which has jurisdiction over the lease premises. The authorizing official may require that 100% of the owners or LESSOR consent and agree to accept their rental payments directly from the LESSEE, and if they do not consent or agree the authorizing official has the discretion to disallow all direct payments. Direct payments will be made to the individual of the "Schedule of Payments" on the rental due dates in the full and correct amounts. The LESSEE shall not make any rental payments over 90 days before the rental due date(s).
24. **IRRIGATION OPERATION AND MAINTENANCE.** If applicable, it is understood and agreed that the LESSEE will pay all operation and maintenance assessment annually in advance of the due date proceeding 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 improvements or district with which the lands may be located, pursuant to the existing of future orders of the Secretary.

25. **HOLDING OVER.** Holding over by the LESSEE after the termination of this lease shall not constitute a renewal or extension thereof or give the LESSEE any rights hereunder to or in the leased premises and shall be treated as trespass.
26. **ADDITIONS.** Prior to execution of this lease, the Plan of Conservation Operations with Provision numbers one (1) through twenty-seven (27), as well as the Operating Plan and Special Practices have been added and by reference are made part of this lease. In addition, Provision numbers _____ have been added hereto and by preference are made a part hereof.
27. **APPROVAL.** It is understood and agreed that this lease shall be valid and binding only after approval by the Secretary.


IN WITNESS THEREOF, The **LESSEE** and **LESSOR(s)** have hereunto caused to be attached their legal acceptance by affixing their lands and seals, with the approval of the Secretary of the Interior or his designee.



William Athey, **LESSEE** 12/27/24
Date



Cheyenne Robinson, M.B.A., Secretary
Omaha Tribe of Nebraska **LESSOR** Date



Jason Sheridan, Chairman
Omaha Tribe of Nebraska **LESSOR** Date

Nilah Solomon, Superintendent
Winnebago Agency Bureau of Indian Affairs
Approving Official Date

Pursuant to authority delegated to the Assistant Secretary-Indian Affairs by 209 DM 8, 230 DM 1, to the Great Plains Regional Director by 3 IAM 4 (Release No. 25-24), and to the Superintendents by Great Plains Region Addendum 3 IAM 4 (Release No. 0502).