

6. APPROVE LOT LEASE HOLY COMFORTER EPISCOPAL CHURCH:

Motion was made by John McCauley to approve the Lot lease #7 to the Holy Comforter Episcopal Church. This motion was seconded by Boyd Gourneau. Motion carried with vote being five members for, none opposing, none absent and none not voting.

7. REQUEST FONDER LAND BE TAKEN INTO TRUST STATUS:

Motion was made by John McCauley to request the Fonder Land be transferred into Trust Status by the Bureau of Indian Affairs for the LBST. This motion was seconded by Darrell Middletent. Motion carried with vote being five members for, none opposing, none absent and none not voting.

8. APPROVE LEASE DORMAN LAND TO MICHAEL B. JANDREAU:

Chairman Jandreau stepped down and requested Vice-Chairwomen Sandy LaCroix to chair the meeting on this matter.

Motion was made by John McCauley to approve the lease of the Dorman Land to Mr. Michael B. Jandreau. This motion was seconded by Darrell Middletent. Motion carried with vote being three members for (John McCauley, Boyd Gourneau, Darrell Middletent) none opposing, none absent and one not voting (Shawn LaRoche).

Vice-Chairwoman Sandy LaCroix stated for the record: because I was chairing the Council meeting and could not vote. I would of voted against the lease, it should have been advertised for lease.



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Lower Brule Agency
190 Oyate Circle
Lower Brule, South Dakota 57548



A15
Real Prop. Mgmt.

November 28, 2008

Barry Heiss, Manager
Lower Brule Farm Corp.
PO Box 208
Fort Pierre, SD 57532

RE: Fee Lease 22-FE3-0005

Dear Mr. Heiss:

While reviewing the Tribal Fee Lease contracts, the BIA Realty Office found that Lease # 22-FE3-0005 (Gilman Purchase) expired on July 5, 2005.

This original contract is for payment of grassland acres in the amount of \$3,643.15 and 50% Net Profit for Cultivated acres each year. There is no documentation on file from the Lower Brule Tribal Farms to modify this contract for a different rate, extend or renew existing contract.

Please provide us with a copy of the current lease contract. If no contract is in effect, please request your terms and rental rate to the next schedule Tribal Council Meeting, first Wednesday of each month.

The Agency was provided with documentation of the rentals paid on this expired lease.

2006 Rental	Check # 16917, dated 12/18/2006	\$130,273.00
2007 Rental	Check # 17298, dated 05/30/2007	\$130,273.00
2008 Rental	Check # 18513, dated 10/17/2008	\$130,273.00

If you have any questions feel free to contact Teresa M. Estes, Realty Officer at (605) 473-5535.

Sincerely,

James R. Two Bulls,
Superintendent

cc: Lower Brule Sioux Tribal Council

*3 yr lease ??
Granted what
other operations
are going
included
Bond
Minimum*

223-2419

**LOWER BRULE SIOUX TRIBE
P.O. BOX 187
LOWER BRULE, SOUTH DAKOTA 57548**

LEASE/CONTRACT NO. 22-FE3-0005

THIS CONTRACT, made and entered into this 6th day of July, 2000, by and between the Lower Brule Sioux Tribe, hereinafter called the "Lessor," and Lower Brule Farm Corporation, 1901 Grandview, Pierre, South Dakota 57501, hereinafter called the "Lessee," in accordance with the provisions of existing law 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:

T107N, R75W, Sec. 1;	N½	P-205.72 ac.	L-109.5 ac.
T107N, R74W, Sec. 6;	N½, S½	P-517.91 ac.	L-109.66 ac.
T108N, R74W, Sec. 31;	SW¼	L-31.08 ac.	Irrig. - 123.0 ac.
T108N, R74W, Sec. 32;	part of the SE¼, SW¼, part of the NE¼, part of the NW¼		
		L-374.25 ac.	Tree belt - 7.0 ac.
T108N, R74W, Sec. 33;	part of the SW¼	L-41.11 ac.	
T108N, R74W, Sec. 36;	SE¼ less 5.0 ac homesite, E½NE¼, part of the SW¼NE¼		
		L-270.0 ac.	Homesite- 5.0 ac.

Fifth Principal Meridian, Lyman County, South Dakota, containing 1,799.23 acres, more or less.

Of which not to exceed 1,065.60 acres may be cultivated, for the term of 5 years, beginning on the 6th day July, 2000, fully to be completed and ended on the 5th day of July, 2005, subject to the conditions hereinafter set forth. The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land premises, to pay per annum:

TO	DATE DUE	AMOUNT
Lower Brule Sioux Tribe	Upon approval	\$3,643.15 for Grassland acres
Lower Brule Sioux Tribe	July 6, 2001	each year and ½ Net Profit
and each year thereafter, final payment due July 6, 2004		for Cultivated acres each year

LB Farm Corporation Lease No. 22-FE3-0005 Gilman Land Purchase



**SW4 of Sec. 31 (154.08 acres); Part of the SW4 of Sec. 33 (41.11 acres);
All of Sec. 32 less lake (381.25 acres), all in T108N, R74W.**

**SE4; E2NE4; SW4NE4 except the west 5.00 acres conveyed by
warranty deed, of Sec. 36, T108N, R75W, (270.00 acres),
5.00 acres Farm Yard & Buildings.**

**Lots 3 & 4; S2NW4 and Lots 1 & 2; S2NE4, of Sec. 1, T107N, R75W,
(315.22 acres), 4.82 acres food plots & treebelts.**

All of Sec. 6, T107N, R74W, (627.57 acres)

Date: 12/01/08
Prepared By: PBE

