

12-2000

DEPARTMENT OF THE INTERIOR

Expires 01/31/2007

BUREAU OF INDIAN AFFAIRS

GRAZING PERMIT

Contract No. _____

(WRITE ALL NAMES IN FULL)

(Range unit number or name)_____
(Agency)_____
(Reservation)_____
(Tribe)By authority of law and under the regulations (25 CFR 161) prescribed by the Secretary of the Interior,
_____ is hereby granted permission to hold and graze livestock on the(Name of permittee) _____, Trust Indian and Government owned lands in the
foregoing

(Post-office address)

range unit of the said Reservation, a schedule of which is attached and made a part of this permit, for a period beginning
_____, and terminating not later than _____.

(Date)

(Date)

CLASS OR USE FOR RENTAL, CHARGES STOCKING, ETC.	NUMBER OF HEAD	KIND OF STOCK	GRAZING SEASON		*ANNUAL RENTAL	
			From --	To --	Amount	Date Payable
Regular Fees					\$	
Other						
Allottee Use						
On-and-Off						
Total						

Brands.---Unless authorized by the Bureau of Indian Affairs in writing, only livestock bearing the brands and marks herein shown shall be
grazed under authority of this permit:

CATTLE BRANDED

EAR MARK
L R

HORSE BRANDS

SHEEP BRANDED
Wool markEAR MARK
L RIssued at the above Indian Agency this _____ day of _____
Month/Year_____
Authorized Bureau Official

)

I accept this permit and the attached stipulations.

Witness _____

Witness _____

_____[SEAL]

(Permittee)

(SEE-REVERSE FOR ADDITIONAL TERMS AND CONDITIONS)

Form NPL 5-5515

OMB No. 1076-0162

Payment of Rental: Bond Requirement--- In consideration of the privileges granted by this permit the permittee agrees to pay the rentals and execution fees due annually according to the provisions of this permit. An acceptable bond guaranteeing full performance of this permit may be required.

Termination and Modification--- It is understood and agreed that this permit is revocable in whole or in part pursuant to 25 CFR 161.16. It is also understood and agreed that any part of the area covered by this permit may be excluded from this range unit by the Superintendent in the exercise of his discretion, or by the transfer of title through sale of allotted land, or by the extinguishment of the Indian right of occupancy of the lands; and thereupon this permit shall cease and determine as to the parts of the range unit thus eliminated, the number of stock stipulated shall be reduced in conformity thereto, and the payments due hereunder shall be adjusted accordingly, provided that the termination of this permit has not been due to the fault of the permittee or to a violation of the terms of this permit by or on behalf of the permittee.

Lien Upon Livestock--- All payments due hereunder shall constitute a prior and first lien upon all livestock grazed under this permit and other property incidental to the enjoyment of the privileges granted, except that when the permittee obtains a loan from the Farm Service Agency it is understood and agreed that the prior and first lien upon said livestock and other property under this provision in the permit shall be subordinated to the lien of all chattel mortgages now held or hereafter acquired by the Farm Service Agency from the permittee except as to the payment of the annual grazing fees due for the first operating year of the loan.

Lands Not Covered By Permit--- It is understood and agreed by the permittee that he shall fence out all open range lands which the owners have not authorized for inclusion under this permit, or deposit with the Superintendent annually a sum equal to the annual rental which would have accrued had the lands been covered by this permit. It is further understood and agreed that the deposit shall be retained as liquidated damages if the permittee's livestock graze on such lands. Failure to comply with this requirement, in addition to the other causes herein provided, shall be cause for termination of the permit. If the permittee's livestock do not graze on such lands the deposit will be refunded.

Assignment or Subletting--- This permit shall not be assigned or sublet without the written consent of the parties thereto and the surety, pursuant to the regulations.

Interpretation of Permit Provisions--- The Superintendent will make decisions relative to the interpretation of the terms of this permit and the range control stipulations which are attached hereto, and the terms of this permit cannot be varied in any detail as herein provided without the written approval of the parties thereto and the surety.

Rights-of-Way--- It is understood and agreed that authority is reserved to the Superintendent to grant access to and across any of the lands covered by this permit as he deems in the interest of the Indians, including the privilege of prospecting for oil, gas, and other minerals.

Restriction--- No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this permit, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation or company for its general benefit.

Filing of Permits--- The Agency office contains public records of the United States pertaining to Trust Indian allotments and all persons are charged with notice and knowledge thereof. A copy of each permit must be filed promptly in the Agency office. Such copy shall be available at all times for public inspection. If the permittee so desires he may file or record a copy of this permit, at his own expense, in the proper county office.

SPECIAL PERMIT REQUIREMENTS AND PROVISIONS

1. While the lands covered by the permit are in trust or restricted status, all of the permittee's obligations under the permit and the obligation of his sureties are to the United States as well as to the owner of the land.
2. Nothing contained in the permit 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 permit.
3. The permittee agrees he will not use, cause, or allow to be used any part of the permitted area for any unlawful conduct or purpose.
4. The permit authorizes the grazing of livestock only and the permittee shall not utilize the permitted area for hay cutting hunting, post or timber cutting, or any other use without written authorization from the responsible Indian or Federal authority.

Paperwork Reduction Act Statement: This information is collected to manage agriculture and grazing leases. The information is supplied by a respondent to obtain or retain a benefit, that is, a lease. It is estimated that responding to the request will take an average of 20 minutes to complete. This includes the amount of time it takes to gather the information and fill out the form. If you wish to make comments on the form, please send them to the Information Collection Control Officer, Bureau of Indian Affairs, 625 Herndon Parkway, Herndon, VA 20170. Note:

comments, names and addresses of commentors are available for public review during regular business hours. If you wish us to withhold this information, you must state this prominently at the beginning of your comment. We will honor your request to the extent allowable by law. In compliance with the Paperwork Reduction Act of 1995, as amended, the collection has been reviewed by the Office of Management and Budget and assigned a number and expiration date. The number and expiration date are at the top right corner of the form. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless there is a valid OMB clearance number.

DEPARTMENT OF THE INTERIOR

Expires: 01/31/2007

BUREAU OF INDIAN AFFAIRS

Modification No. _____

MODIFICATION OF GRAZING PERMIT (NPL 5-5515)

Range Unit No. _____ Agency _____

Contract No. _____ Reservation _____

Permittee _____ Date of permit _____

BY AUTHORITY OF LAW and under the regulations (25 CFR 161), the above cited grazing permit, as previously modified by Modifications Numbers _____, is hereby modified to include or exclude the lands on which fees are paid, or those under the on-and-off clause, described in detail on the attached schedule, which is made a part hereof; and to increase or decrease the number of livestock in accordance with the authorized stocking rate of the lands, and to change the terms of the permit as indicated below:

Area of tribal land From _____ to _____ acres

Area of owned land From _____ to _____ acres

Area of leased land From _____ to _____ acres

TOTAL ON-AND-OFF From _____ to _____ acres

Number stock under permit (Exclusive of On-and-Off) (C.H.S.) . From _____ to _____ head

Number stock under allottee use From _____ to _____ head

Number stock under On-and-off From _____ to _____ head

TOTAL NUMBER STOCK From _____ to _____ head

THIS MODIFICATION becomes effective _____, and does not change any of the terms, conditions, or stipulations of the permit, except as specifically set forth herein.

IN WITNESS WHEREOF the said permittee has hereunto set his hand and seal this _____ day of

(Month, year)

WITNESSES:

(Permittee)

APPROVED:

BY _____

Authorized Bureau Official

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DEPARTMENT OF THE INTERIOR

Expires: 01/31/2007

BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF GRAZING PERMIT (NPL 5-5515)

Range Unit No. _____ Agency _____

Contract No. _____ Reservation _____

Permittee. _____ Date of Permit _____

Permit Period _____

For and in consideration of one dollar (\$1.00) the receipt of which is hereby acknowledged, the said Permittee of the above-described grazing permit, including all modifications thereto, hereby bargains, sells, transfers, sets over, and assigns all his right, title and interest in and to said grazing permit, subject to the approval of the Secretary of the Interior or his duly authorized representatives, to _____, effective as of _____

(Month / Year)

IN WITNESS WHEREOF the said Permittee of the foregoing grazing permit has hereunto set his hand and seal this _____ day of

(Month / Year)

WITNESSES:

[SEAL]

Assignor (Permittee)

ACCEPTANCE BY ASSIGNEE

The Assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior or his duly authorized representatives hereby accepts such assignment and agrees to fulfill all the obligations, conditions, stipulations and requirements of said permit, and the regulations (25 CFR 161), and as may hereafter be amended, and hereby agrees to furnish proper bond guaranteeing faithful compliance with said permit thus assigned, firmly binding himself, his heirs, executors, administrators, successors or assignees to full compliance therewith. (Delete bond reference if not applicable)

Unless authorized by the officers issuing and approving this permit in writing only livestock bearing the brands and marks herein shown shall be grazed under authority of this permit:

CATTLE BRANDED
R LEAR MARK
R LHORSE BRANDS
R LSHEEP BRANDED
Wool BrandEAR MARK
R L

WITNESSES:

[SEAL]

(Assignee)

_APPROVED

Authorized Bureau Official

Date