



Picayune Rancheria
of the
CHUKCHANSI INDIANS

711 Lucky Lane, Coarsegold, CA 93614
Mailing Address: 46575 Road 417, Coarsegold, CA 93614

Memorandum

February 1, 2025

To: All Tribal Members

From: Tribal Administration

RE: Request for Bid to Lease 217.49 Acres of Tribal Trust Properties located at 26856 Highway 41, and 27227 Road 207, Coarsegold California, 93614

The Picayune Rancheria of Chukchansi Indians, (“PRCI”), is seeking bid documents from PRCI Tribal Members interested in leasing 217.49 Acres of Tribal Trust Properties also known to the Tribe as the “Bible Story” property located at 26856 Highway 41, and 27227 Road 207, Coarsegold California, 93614 for the purpose of grazing livestock on this land.

Please be informed you will be REQUIRED to provide liability insurance in the Tribe’s name and sign a liability waiver.

The Attached Lease Documents are provided for your use in bidding for this Lease. Also attached is a plan view of the property. Bids are due back by February 18, 2025, to the PRCI Tribal Administration office located at the following address:

Picayune Rancheria of Chukchansi Indians
49260 Chapel Hill Drive
P.O. Box 2226
Oakhurst, CA 93644

If you have any questions or need clarification regarding the Bid, please do not hesitate to contact Ms. Sharol McDade at (559) 421-1435 ext.7504.

Attachments: Sample Grazing Lease
Property Maps

TRIBAL COUNCIL

Tracey Hopkins
Chairwoman

Melvin Espe
Vice-Chairman

Denise McCombs-Esquivel
Treasurer

Michael Wynn
Secretary

Marco Alcantar
Member-at-Large

Hillary Battles
Member-at-Large

Elena Sanders
Member-at-Large

Grazing Lease
Picayune Rancheria of Chukchansi Indians
(Bible Story Property)

This lease is executed by and between:

Picayune Rancheria of Chukchansi Indians: Lessor hereafter called "Lessor" and,

_____ : Lessee hereafter called "Lessee"

It is agreed between the parties as follows:

1. Description of Property: The Lessor hereby leases to Lessee

217.49 Acres known as "Bible Story property" located at:

APN 050-140-004-000: 205.310 ACRES Property Address: 26856 HIGHWAY
41 COARSEGOLD CA 93614-9527

APN 050-062-006-000: 12.180 ACRES Property Address: 27227 Road 207
COARSEGOLD CA 93614-9524

2. The term of this lease for the Picayune Rancheria of Chukchansi Indians shall be one (1) year beginning on and terminating _____.

General Terms for All:

USE OF PREMISES. The purpose of this Lease is to enable the Lessee to provide grazing property for cattle for a period of 1-year increments. The Lessee agrees not to use any part of the Leased premises for any unlawful conduct or purposes and will comply with all applicable Tribal and Federal Laws.

In the event the Lessor sells part or this entire ranch during the term, then this lease shall terminate. Lessor may also withdraw up to _____ acres per year of the listed acres of land leased to Lessee at any time provided Lessee is given 180 days advanced written notice. The preceding rent payments will not be adjusted to reflect the reduced acreage provided said acreage prohibits the intended use of the property for the Lessee.

The rent will be paid _____ of each year. This rent will be paid to Lessor biannually in lawful money of the United States of America which Lessee agrees to pay to Lessor without deduction or offset; at such place or places as may be designated from time to time By Lessor.

USE RIGHT. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of the Lessee, Lessee or any successors in interest shall be entitled to use rights in the Leased premises if qualified under the laws of the Tribe. If not so eligible, Lessee, his or her (their) sub-Lessee and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the Leased premises and all improvements thereon which have not been relocated as permitted under this Lease, which shall be the property of the Tribe.

The property is leased to the Lessee for the purpose of grazing livestock only. Lessee shall not use, or permit said property or any thereof to be used for any other purpose or purposes. Lessee further agrees to maintain all fencing surrounding the property. The Lessee will Keep the fencing in good condition and repair at all times during this lease.

Use By Lessor: Lessor shall have the right to enter upon and use the property for any purpose drill water wells, lay pipe, install pump motors and wiring, build roads to and from such wells, and install gates.

Lessee Hunting and Fishing Rights: None

Poison: Lessee shall not poison/terminate any varmints on property without written approval from Lessor.

Interference With Use: Each of the parties will so use the leased property in a manner which will not unreasonably interfere with its use by other party.

Harmful Overgrazing of Land: Lessee agrees not to overstock the property (___ head max). Lessee shall use the property for the uses permitted hereunder only to graze such number of cattle at such times as is consistent with the standard best husbandry practices followed in the vicinity of the property.

Repairs: Lessee shall keep and maintain the fences on the property in good condition and repair. Escaping cattle will be lessee's responsibility. Dead Cattle shall be removed and disposed of by standard practice for this work by Lessee.

Injury or Damage Occurring on the Property: Lessor shall be free from liability and claims for damages by reason of injuries occurring during the term of this lease to lessee or any of Lessee's employees, agents, hires, contractors, subcontractors and / or any persons working under the direction or affiliated with the Lessee.

Compliance with Laws: Lessee shall at his sole cost and expenses, comply with all the requirements, laws, statutes, ordinances, and regulations of all local, county, state, and federal and tribal authorities now in force, or which may hereafter be in force, pertaining to the leased property and shall faithfully observe in the use of the property, all local,

county, state, federal and tribal statutes and regulations now in force or which may hereafter be in force as may Pertain to the property.

Liability Insurance: Lessee will provide liability insurance in the Tribe's name in an amount no less than one million dollars (\$1,000,000.00), for the duration of the lease.

Waiver: The waiver by Lessor of any breach of any term, covenant, or condition therein contained shall not be deemed to be a waiver of any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be waiver of any preceding breach by Lessee of any term covenant, or condition of this lease, other than the failure if Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance if such rent.

Additionally, Lessee will be required to sign a liability waiver holding the Tribe harmless if any cattle escapes, is released (voluntarily or involuntarily), or by any other means and causes damage to any personal property, including being hit by a vehicle, truck, etc., (additional language may be added)

Surrender: Upon expiration of the Lease term or sooner termination of this agreement, Lessee shall surrender and deliver up to date hereof, reasonable wear and tear and damage by act of God excepted.

Assignment and Subletting: None

Relationship Limited: It is expressly understood and agreed that the relationship of Lessor and Lessee is one of landlord and tenant and not one if partnership or joint venture, and that Lessor shall not be responsible for any debt or obligation contracted or incurred by Lessee not shall Lessee become responsible for any debit or obligations contracted or incurred by Lessee.

Miscellaneous: Notices, demand, requests and payments from one party to another hereunder shall be deemed delivered and served upon personal delivery an upon deposit in the United States mail, postage prepaid, and addressed to the receiving party at the address shown below his signature affixed here to, or such other address that may be designated by such party to the other hereafter by means

Time: Time is of the essence of every provision of this agreement.

Section Notices: Any notices required or convenient to be given hereunder shall be in writing, and unless in fact otherwise timely received shall be considered effectively given only upon mailing if the certified mail return receipt requested, postage prepaid. Notices shall be addressed to such parties at the addresses hereinafter indicated, or such other addresses as may be later indicated in writing to the other.

Landlord:

Tenant:

Captions:

In Witness Hereof, Lessor and Lessee have executed this lease on

_____.

Lessor Picayune Rancheria of Chukchansi Indians

By : _____ **DATE** _____

Title: _____

Lessee: _____ **DATE** _____

By: _____

SAMPLE

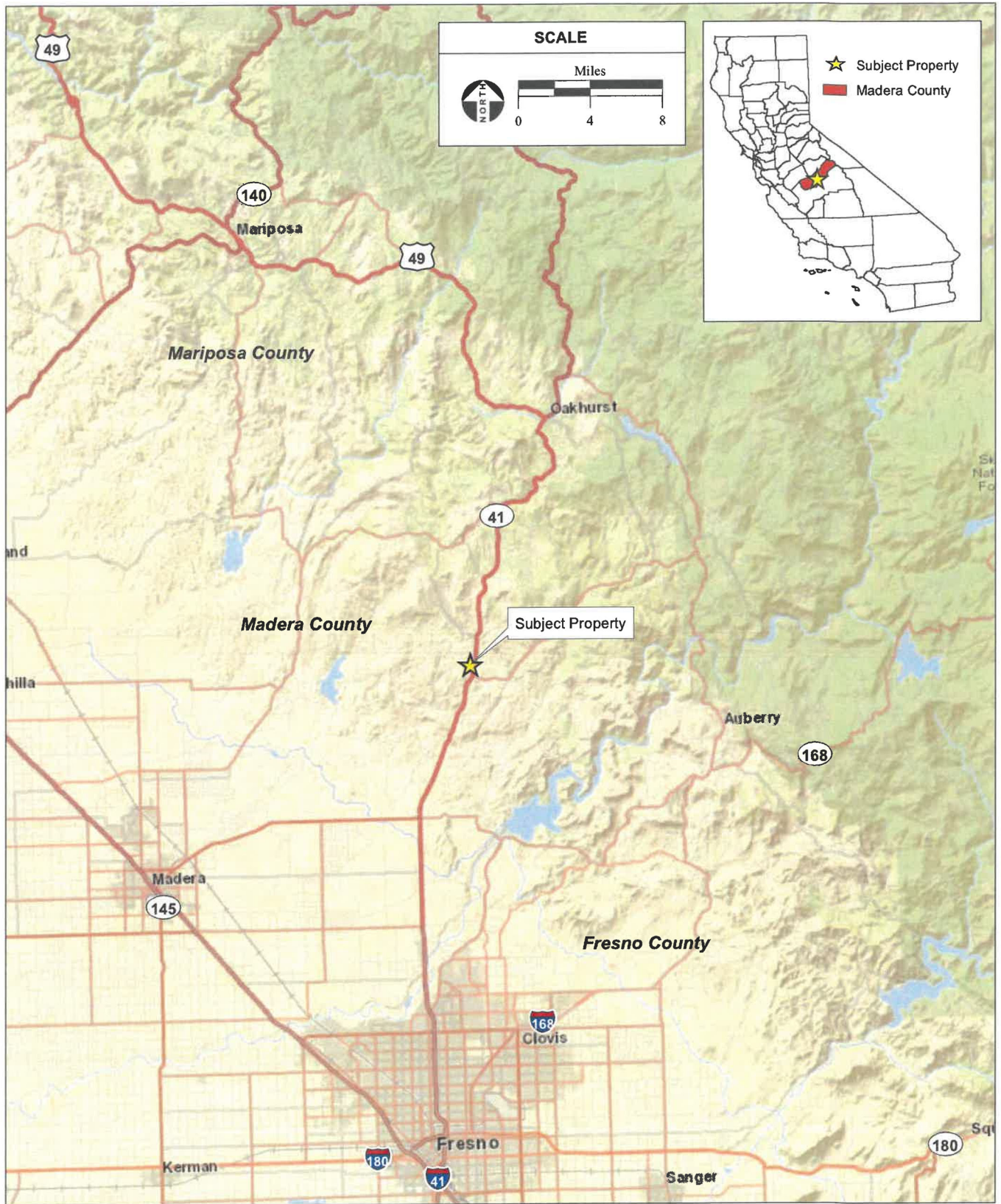
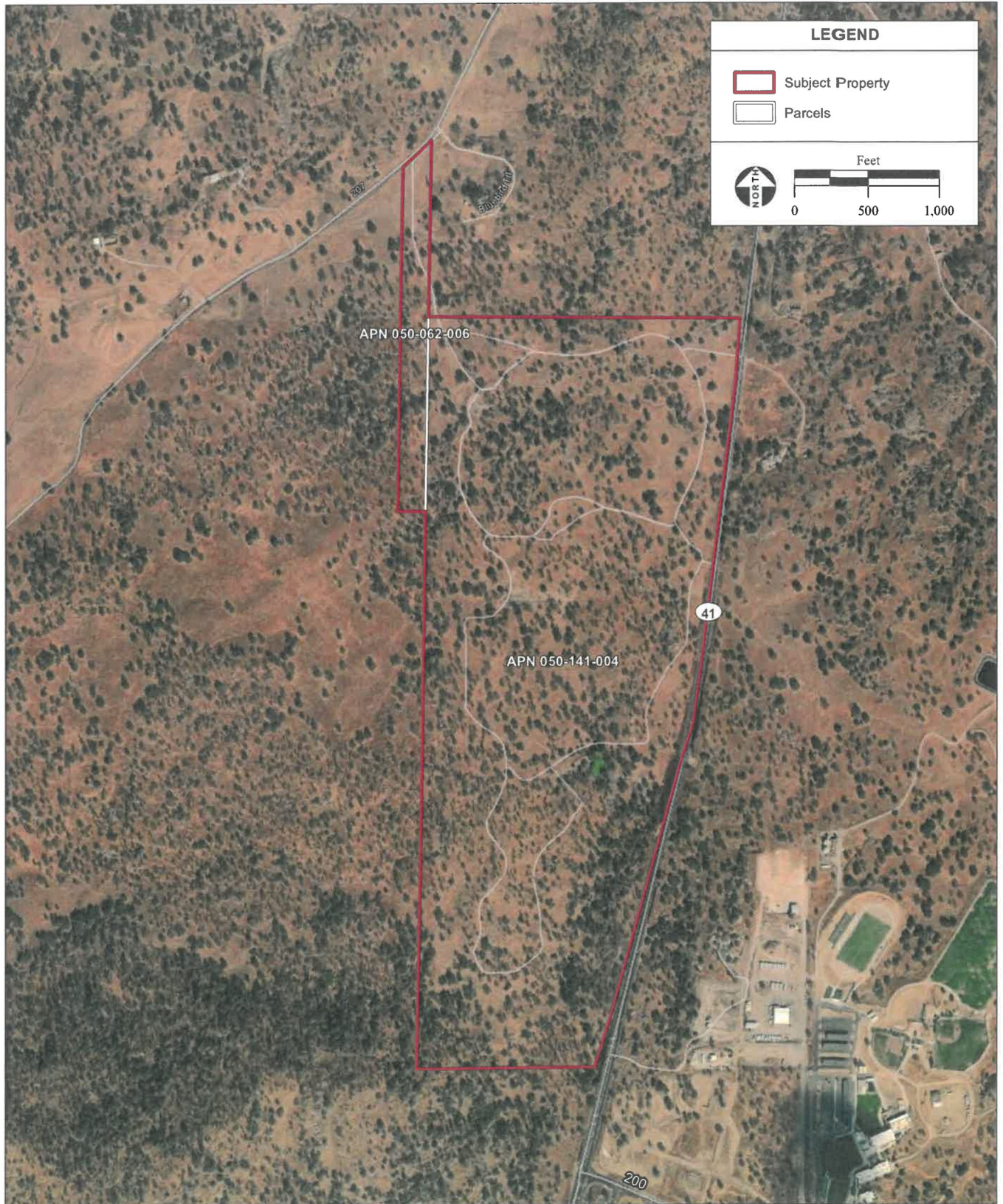


Figure 1
Regional Location



SOURCE: Madera County parcel data; Vivid Maxar aerial photography, 10/25/2020; AES, 9/2/2021

Picayune Rancheria Bible Story Phase I ESA / 216570 ■

Figure 3
Aerial Photograph