

DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS

I-118, ind. No. 11839

WRITE ALL NAMES IN FULL AND BE SURE TO GIVE CORRECT AND FULL POST OFFICE ADDRESSES

FARMING AND GRAZING LEASE

Lease No. 11839 Tribe YAKIMA Allotment No. 1473

THIS CONTRACT, in quadruplicate, made and entered into this 6th day of February, 1938, by and between the Indian or Indians named below (the Superintendent of the Indian Agency acting for and on behalf of minors, undetermined heirs, noncompetents, and nonresidents), hereinafter called the "lessor,"

ACCT. No.	LESSORS	YEAR BORN	SEX	SHARE	T. B. PAGE	AMOUNT
	Heirs of Albert Shike, Sr., dec'd,					
	Catherine Dixon,	1911	F	1/4		
	Albert Shike, Jr.,	1906	M	3/4		
TOTAL,						

and Johnson Shimisu
Wapato, State of Washington, Rural Route No. P.O. Box 434

hereinafter called the "lessee," under and in accordance with the provisions of existing law and the regulations prescribed by the Secretary of the Interior relative to Farming and Grazing leases on restricted Indian lands, WITNESSETH: That for and in consideration of the rents, covenants and agreements hereinafter provided for, the lessor doth hereby let and lease unto the lessee the land and premises described as follows, to-wit:

of Sec. 11, Twp. 19, R. 80 West, containing 80 acres, more or less, for the term of 3 years, beginning on the first day of February, 1938, fully to be completed and ended on the day of February, 1941, subject to the conditions hereinafter set forth. The lessee, in consideration of the foregoing, covenants and agrees to pay the officer in charge of the Indian agency \$1680.00 for the term of this contract for the use and benefit of the lessor, as rental for the land and premises, said sum to be paid as stated below.

Cash rental payable semi-annually in advance each years as follows:	Improvements:	Value:
March 1, 1938 - 280.00	Seeding 40 acres,	400.00
Sept. 1, 1938 - 280.00	Upkeep of fences,	100.00
March 1, 1939 - 280.00	Upkeep of buildings,	100.00
Sept. 1, 1939 - 280.00		
March 1, 1940 - 280.00		
Sept. 1, 1940 - 280.00		
Total cash rental, 3 years, \$1680.00	Total improvements, \$600.00	
Grand total rentals for term, \$2280.00		

1. INTEREST.—It is understood and agreed by and between the parties hereto that if any installment of rental is not paid within 60 days after becoming due that interest at the rate of 10 per cent per annum will become due and payable from date rental became due and will run until said rental is paid.

2. IMPROVEMENTS TO BE PLACED.—It is expressly understood and agreed by and between the parties hereto that the lessee will, at his own expense, within.....from the beginning of this lease, build, construct, and make the following improvements upon the above described land:

Leave 40 acres to a good stand of alfalfa at the expiration of this lease, value \$400.00. Maintain all fences in good condition, value \$100.00. Maintain all buildings in good condition at all times, value \$100.00.

all of which are to be performed in a workmanlike manner within the time limit specified above, or he shall be liable for the full value thereof, with a fifteen per cent penalty additional for improvements not made as above set forth. It is distinctly understood and agreed by the parties hereto that the lessee shall not be released, by reason of fire, flood, wind, or any other cause, from his covenant to make the improvements and have the same on the leased premises at date specified, or to perform any other condition of this contract. Provided that any modification relative to specifications of improvements, or any other covenant of this contract shall be made only by the written agreement of all parties concerned, including the bondsmen.

3. IMPROVEMENTS WHICH MAY BE REMOVED.—It is further agreed by and between the parties hereto that the lessee may place the following improvements on the land covered by this lease and remove same within thirty days after the termination of his occupancy; Provided, that he may not attach such improvements to any improvements already on the land or to permanent improvements to be hereafter constructed, in such a way that the removal thereof would in any way damage the improvements which must be left on the land.

4. IMPROVEMENTS WHICH MAY NOT BE REMOVED.—It is further understood and agreed by and between the parties hereto that any and all improvements placed upon the leased premises not stipulated in this lease contract are to remain thereon at the expiration of the lease term and become the property of the lessor.

5. INSURANCE.—It is further understood and agreed by and between the parties hereto that the lessee is.....to insure buildings now on the leased premises or hereafter placed thereon, which are in physical condition to insure, against loss by fire, lightning, windstorm and tornadoes in the full insurance value thereof, for the use and benefit of the lessor, in a company acceptable to the officer in charge of the Agency, and will keep such insurance in force during the full term of this lease the insurance money, in the event of loss, to be paid to the said officer in charge, for the use and benefit of the lessor; provided, however, that the lessee may rebuild the improvements within ninety days after the loss to the satisfaction and acceptance of said officer in charge, and in such case receive the insurance money in reimbursement of the expense incurred. The option of the lessee so to rebuild must be declared to said officer in charge within thirty days after the date of the loss; in the event that the lessee does not exercise the option hereunder, it is agreed that said improvements may be rebuilt therewith in the discretion of the said officer in charge. In event the buildings are in physical condition to insure but on account of their not being occupied no insurance company will write a policy, it is understood and agreed by and between the parties hereto that the lessee is to be responsible to the said officer in charge for the full value thereof, and that in event of loss he will pay to the said officer in charge the full amount of the damages, for the use and benefit of the lessor; provided, that said lessee may rebuild or repair the destroyed or damaged buildings under the same conditions as hereinbefore provided for destroyed or damaged buildings which had been insured. It is further understood and agreed by and between the parties hereto that the lessee must within fifteen days after the beginning of this lease file with the officer in charge of the Agency a proper insurance policy or a statement by some reputable insurance agent that the buildings are not in physical condition to insure; and it is further understood and agreed by and between the parties hereto that the failure of the lessee to file said policy or statement will forever bar him from claiming that the buildings are not in physical condition to insure and will render him liable to the said officer in charge, for the use and benefit of the lessor, for the full amount of any loss, of or to said buildings. It is further understood by and between the parties hereto that in the event of the loss or damage of any buildings which have not been insured and for which the lessee has not filed the above indicated statement that said buildings were not in physical condition to insure, that the officer in charge of the Indian Agency is to appraise the amount of the loss and his appraisal is to be accepted as the true amount of the damage which the lessee is to pay. Where the word "not" is inserted in the first line of this paragraph clause No. 5 does not apply.

6. REPAIRS.—It is understood and agreed by and between the parties hereto that the lessee is to keep the premises covered by this lease in good repair, and the said lessee will be responsible for all damages done to buildings and fence and other improvements, except the usual wear and decay. The lessee agrees to keep said premises in good repair; to cultivate, improve, and farm said lands in a husbandlike manner and to the best advantage; to commit no waste thereon; to keep said lands free from noxious weeds, especially emphasizing the control of wild oats, white top, knap weed, Canadian thistle, morning glory and Indian hemp; to clean out old ditches and construct such new ditches and laterals as may be necessary for the economical use of water appurtenant to the land, and keep such ditches and laterals free from willows, shrubbery, and wild grasses; to repair and keep in order all head gates, checks, drops, culverts, dams, flumes, and other structures necessary and maintained for the conveyance and control of water; to make beneficial use of all water appurtenant to said land, and to guard against excessive use of water or the swamping of said land through leakage or seepage. The lessee further agrees that he will observe all rules, regulations, and instructions of the officials having control of the irrigation system, and all Federal Statutes relative to restricted Indian land; pay maintenance and operation charges and storage maintenance in addition to rental for the land.

7. OVERPASTURING—STOCK LAWS—FERTILIZERS.—It is understood and agreed by and between the parties hereto that the lessee will not pasture on the leased premises an unreasonable number of animals for the grass and pasture afforded, and that grazing privileges contracted shall be on a per head per day basis, and that no grazing will be permitted on new seeding of alfalfa; that he will observe all quarantine and other stock laws and regulations now in force or hereafter promulgated by the United States or the State authorities; and that all manure and other fertilizer which may be produced upon the leased premises shall be the property of the lessor and shall be distributed by the lessee upon the land covered by this lease before the expiration of said lease.

8. SUBLEASING—ILLEGAL ASSIGNMENTS—TRANSFERS.—It is understood and agreed by and between the parties hereto that any sublease, assignment, or transfer of this lease or of any interest therein can lawfully be made only with the consent of the lessor in writing and the approval of the representative of the U. S. Government by whom this lease is approved, or his successor in office, and that any assignment, sublease, or transfer made or attempted without such consent and approval shall be void and render this contract subject to cancellation by such officer. It is further understood and agreed by and between the parties hereto that the lessee hereto will be guilty of unlawful subleasing if he contracts, without the consent of the lessor, and the approval of the officer in charge of the Indian agency, in writing, with any other person or persons to farm or use the premises, or any part thereof, on any other basis than the payment by said lessee of so much money per hour, per day, per week, per month, or per job. It is further understood and agreed by and between the parties hereto that all share cropping or releasing for cash, all or any part of the premises, by the lessee herein, without the consent in writing of the lessor and the written approval of the officer in charge of the Indian agency, is unlawful subleasing and renders this lease subject to cancellation by said officer in charge of the Indian agency. This paragraph shall not apply to the contracting of grazing privileges referred to in paragraph 7 hereof.

9. INTRODUCTION AND MANUFACTURE OF INTOXICANTS—UNLAWFUL CONDUCT.—It is understood and agreed by and between the parties hereto that the lessee will not use or permit the premises covered by this lease to be used for any unlawful conduct or purpose whatsoever; that he will not use or permit the use of the leased premises, or any part thereof, for the manufacture, sale, gift, or storage of any intoxicating liquors or beverages and that he will not permit the introduction of same into or upon the leased premises; and, that any violation of this provision by the lessee, or with his knowledge, shall render this lease subject to cancellation by the officer in charge of the Indian reservation.

10. DELINQUENCIES.—It is further agreed that if the lessee shall fail to pay the rents when due, or to construct or place the improvements on said lands as contracted for and in the manner herein provided, or shall fail to comply with or shall violate any of the provisions of this contract, the lessor, or the Superintendent or other officer of the Indian Service having jurisdiction over the leased premises, may declare the lease forfeited by giving notice, as required by law, and may thereupon reenter and take possession of the leased premises, and eject the lessee therefrom, and this lease shall thereupon be subject to cancellation by the officer of the U. S. Government by whom it is approved, or his successor in office, but such forfeiture shall not release the lessee from paying all rents contracted for or from damages for such failure or violation, and it is understood and agreed that there shall be a lien upon all crops grown or raised, and upon all cattle or other animals pastured and grazed upon the leased lands as well as upon all animals, implements, or other property placed upon the premises by the lessee as security for the payment of the rents and the making of the improvements provided herein.

11. DELIVERY OF PREMISES.—It is understood and agreed by and between the parties hereto that at the expiration of the time mentioned in this lease the lessee shall peaceably and without legal process, deliver up the possession of the premises herein described in as good condition as they now are, usual wear excepted. And it is further agreed that the succeeding tenant of the property covered by this lease shall have the privilege of occupying the fields for the purpose of preparing the land for the ensuing year's crop on and after October 15th preceding the expiration date of said lease.

12. UPON WHOM BINDING.—It is understood and agreed by and between the parties hereto that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this lease.

13. MUST BE APPROVED.—It is understood and agreed by and between the parties hereto that this lease shall be valid and binding only after approval by the officer in charge of the Yakima Indian Agency.

14. ATTORNEYS' FEES.—The lessee further agrees that if it becomes necessary to bring suit or action to collect any portion of the rental called for in this lease, he will pay in addition to the costs and disbursements provided by statute a reasonable sum of money for attorneys' fees in said suit or action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Two witnesses to each signature:
Nealy M. Okey
P. O. WAPATO, WASH.

By: *Robert S. Pike*
Supt., for Catherine Dixon, Minor.

Dorothy Lee
P. O. WAPATO, WASH.

Robert S. Pike
Lessor.

Nealy M. Okey
P. O. Wapato, Washington.

Johnson Shimizu
Lessee.

Dorothy Lee
P. O. Wapat., Washington.

STATE OF Washington
County of Yakima } ss:

On this 30th day of March, 1932, personally appeared before me, a Notary Public

the above-named Lessor and Lessee and acknowledged the signing and sealing of the within instrument to be their free act and deed.

I HEREBY CERTIFY that the contents, purport and effect of the lease were explained to and fully understood by the lessor, and that said lease was signed and sealed in my presence, and to the best of my knowledge and belief is in every respect free from fraud or deception, and that I am in no respect interested in said lease.

Nealy M. Okey
Notary Public in and for the State of Washington residing at Wapato, (Insert official title)

BOND

In consideration of the letting of the premises described in the foregoing indenture of lease, and of the sum of one dollar to each of us in hand paid, the receipt whereof is hereby acknowledged, we the undersigned,

Fredricka Richter and *Mrs. F.A. Richter* of Yakima Washington
H. James Skilton and Marietta Skilton of Yakima, Washington

in the county of Yakima, State of Washington, hereby become sureties for the punctual payment of all the rents and the performance of all the covenants and agreements in the above indenture of lease, to be

paid and performed by Johnson Shimizu, the lessee named therein, and if any default shall be made therein we do hereby promise and agree to pay on demand unto the above-named officer such sum or sums of money as will be sufficient to make up such deficiency and fully satisfy all the conditions, covenants, and agreements contained in said indenture of lease, without requiring any notice of nonpayment or proof of demand being made. And we do hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 30th day of March, 1932

Witnesses:
R. H. Bilger
Nealy M. Okey
Fredricka Richter
Mrs. Fredricka Richter [Seal]
James Skilton
Marietta Skilton [Seal]
(Write names in full)

VERIFICATION OF SURETIES

State of Washington

Yakima County

ss:

Frederick A. Richter & Mrs. F.A. Richter and James Skilton & Marietta Skilton the sureties to

the foregoing indenture of lease, being duly sworn and severally examined by me, state that they signed the foregoing obligation as sureties for the lessee under the annexed lease, and that they and each of them, respectively, own and possess property over and above all debts, liabilities, and legal exemptions of the value and worth of the sum placed opposite their names; and that they are not members of the lessee's family nor the principals in other contracts with the Government.

Frederick A. Richter and Mrs. F.A. Richter, \$2280.00

James Skilton and Marietta Skilton, \$2280.00 (Write names in full)

Subscribed and sworn to before me, this 30th day of March 1932

Notary Public in and for said Washington

[Seal]

AFFIDAVIT OF LESSEE

STATE OF Washington, County of Yakima, ss:

I, Johnson Shimizu, lessee herein, being first duly sworn, depose and say that I

am leasing the lands herein described for my own use and benefit, and not, either directly or indirectly, for the use or benefit of any other person or corporation; that I have no agreement, arrangement, or understanding with any person or corporation whereby the said lands or any part thereof shall or may be used, enjoyed, or occupied by or for the benefit of any person or corporation other than myself; and that I have not to exceed 640 acres of land leased from Indians for farming purposes, including the land herein described.

Johnson Shimizu Lessee

Subscribed and sworn to before me this 30th day of March 1932

Notary public for Washington, residing at Wapato

[Seal]

DEPARTMENT OF THE INTERIOR, UNITED STATES INDIAN SERVICE,

APR 9 - 1932

Yakima Agency, Washington, 19

The within lease is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force, and one copy thereof (or two copies if consideration is to be paid to Superintendent) is hereby transmitted to the Commissioner of Indian Affairs for record in accordance with the regulations.

United States Indian Superintendent