



**RESOLUTION OF THE GOVERNING BODY  
OF THE THREE AFFILIATED TRIBES  
OF THE FORT BERTHOLD INDIAN RESERVATION**

***A Resolution Entitled, "Approving the purchase of the 2013 Schult Model 54HRS28603AH13S Trailer VIN# RED365092MNAB of Lonnie Lee Charging and Diana Judy Mischel of Mandaree, North Dakota, 58757"***

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

**WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes was adopted By the membership of the Tribes on May 15, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior, and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that The Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** The Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

**WHEREAS,** The Tribal Business Council has negotiated a price to purchase the modular home described as:

2013 Schult Trailer VIN# RED365092MNAB; and

**WHEREAS,** The total purchase price for the property is \$129,000; and

**WHEREAS,** Upon approval by the Tribal Business Council, the tribe will execute the purchase agreement; and

**NOW THEREFORE BE IT RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes hereby formally approves purchase of the property described above in the amount of \$129,000 for the MHA Nation from Lonnie Lee Charging and Diana Judy Mischel.

**(SIGNATURE PAGE TO FOLLOW)**



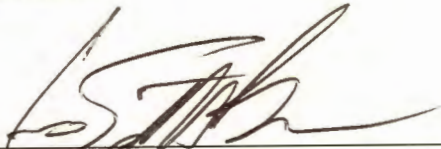
**CERTIFICATION**

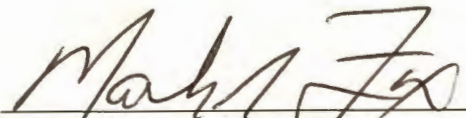
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 6 were present at a Regular or Special Meeting thereof duly called, noticed, convened, and held on the 3<sup>rd</sup> day of August, 2014; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [ X ] voting. [ ] not voting.

Dated this 3<sup>rd</sup> day of August, 2016.

**ATTEST:**

  
\_\_\_\_\_  
Acting Tribal Secretary Cory Spotted Bear  
Tribal Business Council  
Three Affiliated Tribes

  
\_\_\_\_\_  
Tribal Chairman Mark N. Fox  
Tribal Business Council  
Three Affiliated Tribes

## PURCHASE AGREEMENT

This Purchase Agreement is made between Lonnie Lee Charging and Diana Judy Mischel, (the "Seller") of Mandaree, North Dakota, 58757, and The Three Affiliated Tribes, Mandan, Hidatsa, and Arikara Nation, (the "Buyer") whose physical address is 404 Frontage Road, New Town, North Dakota 58763.

Seller agrees to sell and Buyer agrees to purchase the property described below on the terms, covenants, conditions, and agreements hereinafter contained:

1. Property. The property (the "Property") subject to this sale is that real property, More particularly and legally described as:

**Legal Description of House: 2013 Schult Trailer VIN# RED365092MNAB**

2. Purchase Price. The purchase price for the Property shall be the sum of **One Hundred Twenty Nine Thousand and no/100 Dollars (\$129,000.00)**, payable at closing.

3. "Buyer" agrees to pay and the seller agrees to accept payment in the following manner and subject to the following conditions as provided by Tribal Business Council action:

**\$129,000.00** by check to the Seller upon acceptance of Purchase Agreement by all parties, according to respective Tribal and State Laws.

4. Date of Closing; Possession. The date for the closing of the sale contemplated shall be on the **date of execution** or otherwise as the parties can mutually agree. The place of closing shall be **Tribal Administration Building, 404 Frontage Road, North Dakota, 58763**. If the closing does not occur by **September 1st, 2016**, this agreement, at the option of Buyer or Seller, shall be null and void.

5. North Dakota Real Estate Taxes and Assessments. Seller agrees to pay estimated real estate taxes and any special assessments due from the Assessor to be paid as follows: At closing, Seller to pay prorated to the day of closing the real estate taxes based on the year specified above. In the event the closing date is changed, the real estate taxes paid, if prorated to closing, shall be adjusted to the new closing date.

6. Title and Remedies.

6.1. In lieu of all other evidence of title, the Seller shall within a reasonable time after the date of this Agreement, furnish to the Buyer at Seller's expense an Abstract of Title, or a Registered Property Abstract, certified

to date of this Agreement, including proper searches covering state judgments, federal and state tax liens, liens and levied and pending special assessments. Buyer shall be allowed ten (10) business days after receipt for examination of title and making any written objections to title (other than those permitted encumbrances to the deed which are required to be delivered at Closing Date). Buyer shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above, except that this shall not operate as a waiver of Seller covenant to deliver a statutory Warranty Deed.

- 6.2. If any title objections are made by the Buyer, and the Seller is unable to cure the title objections prior to the Closing Date:
  - 6.2.1 Buyer shall have the option, by giving written notice given to Seller, of declaring this Agreement null and void; or
  - 6.2.2. Buyer may waive any defect in title, and, in such event, proceeding to close the transaction contemplated by this Agreement.
- 6.3. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller's sole remedy shall be to cancel this Agreement.
- 6.4. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
  - 6.4.1. Cancel this Agreement; or
  - 6.4.2. Within one (1) month after such right of action arises seek specific performance, in which event Buyer shall also be entitled to Buyer's costs of enforcement, including Buyer's reasonable attorney's fees.

7. Inspections and Appraisal. Buyer, at Buyer's sole expense, have the Property appraised and inspected prior to closing, provided that Buyer does hereby indemnify and hold Seller, and the Property, harmless from all liabilities arising from entry upon the Property, including the costs and reasonable attorney's fees to enforce this provision. If either the appraisal or home inspection does not meet the Buyer's approval, this Agreement shall be null and void.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer that:

- 8.1 On the Date of Closing, Seller will be the owner of good and marketable fee simple title to the Property, free and clear of any and all liens, mortgages, pledges, security interests, leases, charges, encumbrances, easements, joint ownerships, or restrictions of any kind.
- 8.2 Seller has received no notice of any action, litigation, investigation or proceeding of any kind pending against Seller, nor to the best of Seller's

knowledge is any action, litigation, investigation or proceeding pending or threatened against the Property, or any part thereof.

- 8.3. Seller has not entered into any other contracts for the sale of the Property, nor as of the Date of Closing will there be any first rights of refusal or options to purchase the Property.
- 8.4. Seller has not entered into any commitments or agreements with any governmental agency or public or private utility affecting the Property which have not been disclosed in writing by Seller to Buyer.

9. Closing Documents. Subject to performance by the Buyer and the Seller of their respective obligations hereunder, the Buyer and the Seller agree to fully execute as necessary and to deliver at the closing the following:

- 9.1. The Seller shall execute and deliver a warranty deed conveying marketable title to the Property to the Buyer free and clear of all liens and encumbrances, except the following permitted encumbrances:
  - 9.1.1. Building and zoning laws, ordinances, state and federal regulations, provided they do not adversely affect the present use of the property;
  - 9.1.2. Utility, drainage, and other easements, provided they do not interfere with the use and location of present improvements and do not render the title unmarketable;
  - 9.1.3. Real estate taxes and special assessments to be paid by the Buyer pursuant hereto;
  - 9.1.4. Restrictions of record relating to use or improvement of the Property without effective forfeiture provisions, provided they do not adversely affect the Buyer intended use of the Property;
  - 9.1.5. Those matters which a comprehensive survey of the Property would disclose; and
  - 9.1.6. Reservation of any mineral rights by the United States and/or State of North Dakota;
- 9.2. Seller shall pay all taxes and assessments to be paid by the Seller pursuant to this Agreement and provide Buyer with proof of payment; and
- 9.3. Buyer shall pay the \$129,000.00 purchase price to Seller.

10. Brokerage Fees. Each party hereto warrants that it has not incurred any real estate brokerage fees, finder's fees, loan brokerage fees, or any other fees to any third party in connection with this purchase and sale. In the event that any third party institutes legal action in an effort to recover such fees, the parties shall jointly defend such action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the others attorney's fees, court costs, expenses, and share of the judgment.

11. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the purchase of the Property by the Buyer and supersedes all prior agreements and understandings between the parties with respect to such purchase.

12. Notices. Except as otherwise provided herein, all communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if email, proof of delivery and read by recipient, and emailed to a party to this Agreement, to the valid email address set forth next to that party's signature at the end of this Agreement, or if to a person not a party to this Agreement, to the email address designated by a party to this Agreement in the foregoing manner. Any party may change its physical or email address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10<sup>th</sup>) day after the giving of notice, the newly designated address shall be that party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

13. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and the assigns, personal representatives, heirs, and successors of the parties.

14. Amendment, Modification, or Waiver. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this Agreement.

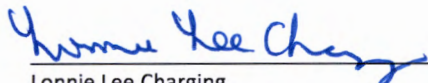
15. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

16. Captions, Headings, or Titles. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.


17. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Three Affiliated Tribes and venue shall lie exclusively with the Fort Berthold District Court.

18. Sovereign Immunity. Nothing in this Agreement shall be held, interpreted and/construed as a waiver of the Sovereign Immunity of the Three Affiliated Tribes, its officers, officials, agents and/or assigns.

**SELLER:**

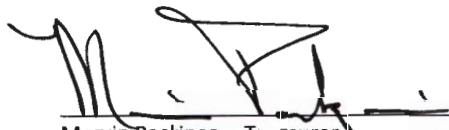
  
\_\_\_\_\_  
Lonnie Lee Charging

8-11-16  
Date


  
\_\_\_\_\_  
Diana Judy Mischel

8-11-16  
Date

**BUYER:**

  
\_\_\_\_\_  
Mervin Packineau, Treasurer  
Three Affiliated Tribes

8-11-16  
Date

  
\_\_\_\_\_  
Mark N. Fox, Chairman  
Three Affiliated Tribes

8-11-16  
Date