

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

Resolution No. 76-119

WHEREAS, this Corporation is an Indian Chartered Corporation as defined by the Indian Reorganization Act of June 18, 1934 and authority is granted under this act, and

WHEREAS, the Tribal Land Committee has approved the exchange of lands between the Three Affiliated Tribes and Theresa Charging, 301-U444, under the terms and conditions as stated below, and

NOW, THEREFORE BE IT RESOLVED, that the Tribal Business Council approve the exchange of lands held in trust by the United States of America for the Three Affiliated Tribes and lands held in trust by the United States of America for Theresa Charging, 301-U444, under the terms and conditions as stated below and hereby authorizes the Chairman of the Tribal Business Council, its Secretary, the Superintendent of the Fort Berthold Agency, the Area Director, and the Commissioner of Indian Affairs to prepare all documents and do all things necessary to exchange lands for which title is to be transferred to the United States of America in trust for the Three Affiliated Tribes and Theresa Charging, 301-U444, under the terms and conditions as stated below:

Tribal Allot. No. 459A described as the $W\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ Sec. 8, T. 148 N., R. 90 W., cont. 30.00 acres, N. Dak., exclusive of minerals in exchange for an undivided 51260/529,200 interest in Allot. No. 972A described as the $E\frac{1}{2}$ Sec. 8, T. 150 N., R. 94 W., cont. 320.00 acres, exclusive of minerals, and the difference of \$787.26 to be paid to Theresa Charging.

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 17 members of whom 9 constituting a quorum were present at a Special meeting, thereof duly called, noticed, convened and held on the 23 day of April, 1976 that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 8 members, 0 members opposed, 0 abstentions, passed, and that the said Resolution has not been rescinded or amended in any way. Chairman not voting

Dated this 23 day of April, 1976.

Attest:

Acting Ronald S. Little
Secretary, Tribal Business Council

Rose Crow Flis
Chairman, Tribal Business Council

DEPARTMENT OF THE ARMY
LICENSE
FOR WILDLIFE PURPOSES
MANAGEMENT OF HUNTING, TRAPPING AND FISHING
GARRISON DAM & RESERVOIR AREA, NORTH DAKOTA

Control No
83-50

THE SECRETARY OF THE ARMY, under authority of Section 4 of the Flood Control Act of 1946 (60 Stat. 641, 642; 16 U.S.C. 460d) ^{as amended}, hereby grants to The State Game and Fish Department of the State of North Dakota, a license for a period of Twenty Five (25) years commencing on 1 November 1955 and ending on 31 October 1980 to use and occupy approximately 460,000 acres of land areas colored in yellow and all water areas under the primary jurisdiction of the Department of the Army in the Garrison Dam & Reservoir Area, as shown on Exhibits A thru G attached to the General Plan referred to in provision No. 2 below and by reference made a part hereof for management of hunting, trapping and fishing.

THIS LICENSE is granted subject to the following provisions and conditions:

1. That the licensee, in the exercise of the privileges hereby granted, shall conform to such rules and regulations as may be prescribed by the Secretary of the Army to govern the public use of the said reservoir area, and with the provisions of Section 4 of the Flood Control Act of 1946 (60 Stat. 641, 642; 16 U.S.C. 460d), as amended.
2. That the licensee will control and manage all forms of wildlife upon the said land or water, and will open or close the area or any parts of the area to fishing, hunting and/or trapping, for the protection and/or propagation of fish and wildlife in accordance with the General Plan for the use of Garrison Dam & Reservoir land and water areas for wildlife conservation and management entered into by the Secretary of the Army, Secretary of the Interior and the Commissioner of the North Dakota Game and Fish Department.
3. That this license shall create no obligation or liability, express or implied, for the licensee herein which exceeds, in any manner, the authority of said licensee under the laws of the State of North Dakota.
4. That the licensee shall protect the property and make and enforce such rules and regulations as are necessary, and within its legal authority, in exercising the privileges granted in this license, provided that such rules and regulations are not inconsistent with those prescribed by the Secretary of the Army to govern the public use of the reservoir area.
5. That the licensee may provide upon said land such facilities and improvements as may be necessary for the purpose of this license, subject to prior approval of the District Engineer as to the location, character and extent of such facilities, and the licensee shall within the limits of available funds, proceed with the development of said lands and prosecute its program to completion in an orderly manner; provided that the licensee shall not obstruct the free access to water by lessees of the United States

by the development of the lands and that this license is effective only insofar as the rights of the United States in the property involved are concerned, and that the licensee shall obtain such permission as may be necessary on account of any other rights prior to initiating any program of development.

6. That the right is reserved to the District Engineer, Garrison District, Department of the Army, to withdraw upon 30 days written notice to said licensee, areas for recreational use, and areas for such other uses as he may determine necessary to the management and operation of the Garrison Dam and Reservoir Project.

7. That the right is reserved by the Department of the Army to grant easements, leases or licenses for any purpose not inconsistent with the use of the land and water areas for the purpose of this agreement.

8. That the licensee shall protect lessees, leasing said lands from the Corps of Engineers for agricultural purposes, provided that a lessee requests permission to post such lands, giving his reasons in detail and further provided that such a request will be considered jointly by the Corps of Engineers and said licensee before being acted upon by the Corps of Engineers.

9. That this license may be revoked by the Secretary of the Army in the event the licensee violated any of the terms and conditions of this license and continues and persists therein for a period of thirty (30) days after notice thereof in writing by the said District Engineer.

10. That this license may be relinquished by the licensee at any time, giving to the Secretary of the Army, through the said District Engineer, least thirty (30) days' notice in writing.

11. That, on or before the date of expiration of this license or its relinquishment by the licensee, the licensee shall vacate the said Government premises, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the said District Engineer. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then said property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

12. That the right is hereby expressly reserved to the United States, its officers, agents, and employees, to enter upon the said land and water areas at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove therefrom timber or other material required or necessary for such work, to flood said premises when necessary, and/or to make any other use of said land as may be necessary in connection with public navigation and flood control, and the licensee shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

13. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said District Engineer.

14. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of said premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities on the said premises, and the licensee shall hold the United States harmless from any and all such claims.

IN WITNESS WHEREOF I have hereunto set my hand ~~and the seal of the~~

~~Assistant Secretary of the Army~~ this 1st day of

January 1956.

Chester R. Davis

Chester R. Davis
Assistant Secretary of the Army (Fl)

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 2nd day of September 1955

NORTH DAKOTA STATE GAME AND FISH DEPARTMENT

BY

[Signature]

Boyle Stephens
Rubine Kambure



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

ABERDEEN AREA OFFICE
115 FOURTH AVENUE S.E.
ABERDEEN, SOUTH DAKOTA 57401

IN REPLY REFER TO:
Tribal Government
and Indian Rights

APR 22 1976

Memorandum

To: Superintendent, Fort Berthold Agency
From: Tribal Government and Indian Rights
Subject: Tribal Resolution

We have received tribal resolution No. 76-117
enacted by the Three Affiliated Tribes.

The resolution has been referred to Trust & Resources
for

review action	_____
approval	_____
review & comment	_____
information	<u>X</u>
further response	_____
referral to W.O.	_____

Comments:

(Sgd) Franklin L. Annette

Director

cc:

Chairman, Three Affiliated Tribes
Through: Superintendent, Fort Berthold Agency
AAO, Trust & Resources
File Copy



Save Energy and You Serve America!