

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

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribes generally 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, Article VI, Section 5(i) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to manage Tribal lands and interests therein; and

WHEREAS, Article IX, Sections 1 and 5 of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to manage Tribal lands; and

WHEREAS, On the 1st day of September, 1983, via Resolution #83-216-S, the Tribal Business Council formally approved the proposed land exchange between the Clifford Mossett family and the Army Corps of Engineers; and

WHEREAS, In conjunction with the proposed land exchange, the Army Corps of Engineers intends to conduct a survey for the purpose of determining the acreage of the flooded area at issue and staking the high water elevations in the Charging Eagle Bay area, the conduct of which survey will necessitate the crossing of the following identified Tribal lands:

<u>Allotment No.</u>	<u>Legal Description</u>
1768	E $\frac{1}{2}$ Sec.16, T.147N., R. 92W.
1765	NE $\frac{1}{4}$ Sec.10, SE $\frac{1}{4}$ Sec.3, T. 147N., R. 92W.
1770	S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec.9, T. 147N., R. 92W.;

and

WHEREAS, The Army Corps of Engineers has requested that the Three Affiliated Tribes grant thereto the right-of-entry upon the above-identified Tribal lands for a period of six (6) months for the purpose of crossing said Tribal lands in the course of the conduct of such survey; and

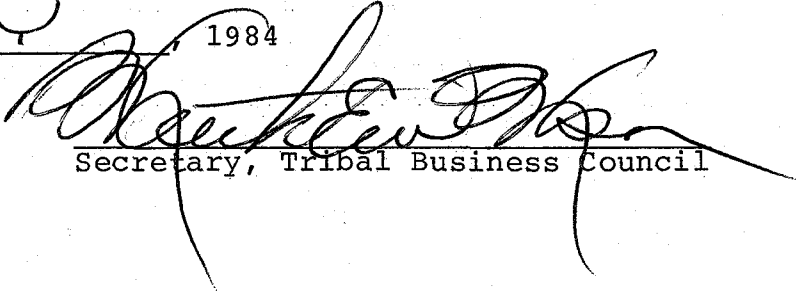
WHEREAS, It is the considered determination of the Tribal Business Council that, in the interest of assisting members of the Three Affiliated Tribes and facilitating the previously approved land exchange between the Clifford Mossett family and the Army Corps of Engineers, the requested right-of-entry should be granted to the Corps;

NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby formally approves the grant of the right-of-entry to the Army Corps of Engineers upon the above-identified Tribal lands for the purpose of crossing said lands in the course of the conduct of the survey of non-Tribal lands within the Charging Eagle Bay area and authorizes the Chairman of the Tribal Business Council to forthwith execute, on behalf of the Three Affiliated Tribes, the attached Right-of-Entry Agreements and Certificates of Authority.

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 11 members of whom 7 constituting a quorum, 9 were present at a SPECIAL Meeting, thereof duly called, noticed, convened, and held on the 31 day of MAY, 1984; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 9 members, — members opposed, — members abstained, — members not voting, and that said resolution has not been rescinded or amended in any way.

Dated this 31 day of MAY, 1984

  
Secretary, Tribal Business Council

ATTEST:

  
Chairman, Tribal Business Council

DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

**GARRISON DAM/LAKE SAKAKAWEA**

(Project, Installation or Activity)

**Allotment No. 1768**

(Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of **six** ( **6** ) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.
2. The permit includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
4. The Government agrees to be responsible for damages arising from the activity of the Government, its officers, employees, or representatives on said land, in the exercise of rights under this permit or right-of-entry, either by repairing such damage or at the option of the Government by making an appropriate settlement with the Owner in lieu thereof.
5. If aircraft flights over said lands, or entry upon the land by means of helicopter or other type aircraft, are necessary, the Government shall inform the Owner, in advance, of each such flight or entry.
6. The land affected by this permit or right-of-entry is located in the State of **North Dakota** County of **Dunn**, and is described as follows:

Within the E $\frac{1}{2}$  of Section 16, Township 147 North, Range 92 W of the 5th P.M., Dunn County, North Dakota

WITNESS MY HAND AND SEAL this **31<sup>ST</sup>** day of **MAY**, 19 **84**

**THREE AFFILIATED TRIBES** (SEAL)

BY: *[Signature]* (SEAL)

UNITED STATES OF AMERICA

By

DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

GARRISON DAM/LAKE SAKAKAWEA

Allotment No. 1765

(Project, Installation or Activity)

(Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of **six** ( **6** ) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. The permit includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. The Government agrees to be responsible for damages arising from the activity of the Government, its officers, employees, or representatives on said land, in the exercise of rights under this permit or right-of-entry, either by repairing such damage or at the option of the Government by making an appropriate settlement with the Owner in lieu thereof.

5. If aircraft flights over said lands, or entry upon the land by means of helicopter or other type aircraft, are necessary, the Government shall inform the Owner, in advance, of each such flight or entry.

6. The land affected by this permit or right-of-entry is located in the State of **North Dakota** County of **Dunn**, and is described as follows:

Within the NE $\frac{1}{4}$  of Section 10 and SE $\frac{1}{4}$  of Section 3, all in Township 147 North, Range 92 West of the 5th P.M., Dunn County, North Dakota

WITNESS MY HAND AND SEAL this **31<sup>ST</sup>** day of **MAY**, 19**84**

THREE AFFILIATED TRIBES

(SEAL)

BY:

*[Signature]* (SEAL)

UNITED STATES OF AMERICA

By

DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

**GARRISON DAM/LAKE SAKAKAWEA**

(Project, Installation or Activity)

**Allotment No. 1770**

(Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of **six** ( **6** ) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. The permit includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. The Government agrees to be responsible for damages arising from the activity of the Government, its officers, employees, or representatives on said land, in the exercise of rights under this permit or right-of-entry, either by repairing such damage or at the option of the Government by making an appropriate settlement with the Owner in lieu thereof.

5. If aircraft flights over said lands, or entry upon the land by means of helicopter or other type aircraft, are necessary, the Government shall inform the Owner, in advance, of each such flight or entry.

6. The land affected by this permit or right-of-entry is located in the State of **North Dakota**, County of **Dunn**, and is described as follows:

**Within the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 9, Township 147 North, Range 92 West of the 5th P.M., Dunn County, North Dakota**

WITNESS MY HAND AND SEAL this **31<sup>ST</sup>** day of **MAY**, 19 **84**

**THREE AFFILIATED TRIBES**

(SEAL)

BY: 

(SEAL)

UNITED STATES OF AMERICA

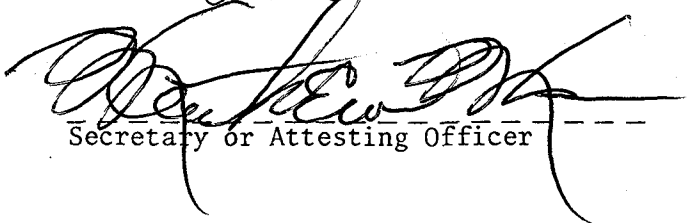
By

CERTIFICATE OF AUTHORITY

I, Matthew Mason, hereby certify that I am  
the Secretary of the Three Affiliated Tribes, the organization  
described in and which executed the foregoing agreement with the United  
States of America; that said organization is organized under the laws of  
the ~~State of~~ United States of America; that the corporate seal,  
if applicable, affixed to said instrument is the seal of said corporation;  
that Alyce Spotted Bear, who executed said agreement as  
Chairman, of said organization was then  
Chairman of said organization and has been duly  
authorized to execute the foregoing instrument on behalf of said  
organization, binding said organization to the terms therein. I hereby  
attest to the validity of the signature of Alyce Spotted Bear,  
as contracting officer; that said signature affixed to such instrument  
is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
corporate seal, if applicable, of said organization, this 31<sup>ST</sup> day of  
MAY 1984.

  
President or Contracting Officer

  
Secretary or Attesting Officer

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Corporation or Organization