

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(d) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to negotiate with agencies of the federal government on behalf of the Three Affiliated Tribes; and
- WHEREAS, The Three Affiliated Tribes, with the financial assistance of the Indian Health Service, propose to construct a six inch (6") sewer force main from Dragswolf Village to the Four Bears lagoon system; and
- WHEREAS, The Army Corps of Engineers has informed the Tribes that the proposed force main will traverse Corps land in two (2) locations and that the Corps of Engineers will grant authorization to construct the force main on the parcels of land under the jurisdiction of the Corps, which authorization will be constituted by the execution of Construction License No. DACW45-3-86-6198 and Easement for Right of Way No. DACW45-2-86-6192, true and correct photostatic copies of which documents are attached hereto; and
- WHEREAS, Set forth in each document, as a condition of the entry into the respective agreement by the Army Corps of Engineers, is a provision whereby the Three Affiliated Tribes irrevocably consent to be sued in their corporate name upon any claim or obligation arising from or incident to the terms of the respective agreement, thereby waiving any immunity from suit which the Tribes might otherwise enjoy; and
- WHEREAS, The Legal Department of the Three Affiliated Tribes has called to the attention of the Tribal Business Council that the Tribes have previously waived their immunity from suit in the same manner, upon having entered in Lease No. DACW45-1-84-6078 with the Army Corps of Engineers and the North Dakota Parks and Recreation Department for the development of the recreational facilities situated in the Good Bear Bay Area;

WHEREAS, In the interest of the health and welfare of the enrolled members of the Three Affiliated Tribes resident in Dragswolf Village and the protection of the Reservation environment, it is the considered judgment of the Tribal Business Council that the Three Affiliated Tribes should enter into the above-identified agreements with the Army Corps of Engineers;


NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby formally approves the Department of the Army Easement for Right of Way No. DACW45-2-86-6192 and the Department of the Army Construction License No. DACW45-3-86-6198 and entry into said agreements with the Army Corps of Engineers and hereby authorizes and directs the Chairperson of the Tribal Business Council to execute said agreements on behalf of the Three Affiliated Tribes.

BE IT FURTHER RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes, pursuant to Sections 1.2 and 3.6(1) of Chapter 1 of the Code of Laws of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby expressly waives the Tribes' sovereign immunity for any suit arising from or incident to the terms and conditions of the Department of the Army Easement for Right of Way No. DACW45-2-86-6192 and the Department of the Army Construction License No. DACW45-3-86-6198, and irrevocably consents to be sued in the corporate name of the Three Affiliated Tribes upon any claim or obligation arising from or incident to the terms and conditions of the agreements identified immediately hereinabove.

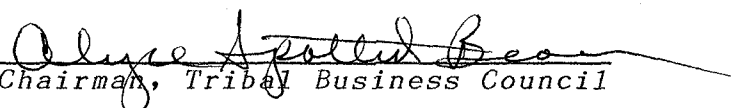
C E R T I F I C A T I O N

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 constitute a quorum, 7 were present at a SPECIAL Meeting thereof duly called, noticed, convened, and held on the 19 day of SEPTEMBER, 1986; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated the 19<sup>th</sup> day of SEPTEMBER, 1986.

  
Secretary, Tribal Business Council

ATTEST:

  
Chairman, Tribal Business Council

THREE AFFILIATED TRIBES • FORT BERTHOLD RESERVATION

*Mandan, Hidatsa, and Arikara Tribes*

TRIBAL BUSINESS COUNCIL

P.O. Box 220 • New Town, North Dakota 58763 • (701) 627-4781

MEMORANDUM

DATE: 27 August 1986

TO: CHRISTOPHER QUALE, LEGAL DEPARTMENT ADMINISTRATOR

FROM: ALYCE SPOTTED BEAR, TRIBAL CHAIRMAN

RE: REVIEW OF CORPS OF ENGINEERS REQUEST FOR TRIBES' WAIVER OF IMMUNITY

Please have the following document reviewed in re to the request by the Corps for the Tribes to waive their sovereign immunity. We would like to have this ready for presentation to the Tribal Business Council on September 2, 1986, during the special meeting.

If you wish to discuss this matter with the Executive Committee beforehand, please inform Theola or myself. Thank you.

NOTE: This document is an original, so please do not misplace.

**Alyce Spotted Bear**  
*Tribal Chairman*

**Gordon Blake**  
*Vice-Chairman*  
*West Segment*

**John Charging**  
*Secretary*  
*North Segment*

**Paul Good Iron**  
*Treasurer*  
*West Segment*

**Pete Coffey**  
*East Segment*

**Donald Malnourie**  
*East Segment*

**Tillie Walker**  
*West Segment*

**Ernest Stone**  
*South Segment*

**Edmund White Bear**  
*East Segment*

**Marie D. Wells**  
*Northeast Segment*

**Dennis Huber**  
*South Segment*





REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
OMAHA DISTRICT, CORPS OF ENGINEERS  
RIVERDALE REAL ESTATE OFFICE  
ADMINISTRATION BUILDING  
RIVERDALE, NORTH DAKOTA 58565-0517  
August 20, 1986

SENT Oct. 16, 1986  
JH

Ms. Alyce Spotted Bear  
Chairperson, Three Affiliated Tribes  
Administration Building  
New Town, North Dakota 58763

Dear Ms. Spotted Bear:

The Three Affiliated Tribes, through the Indian Health Service, is proposing to construct a 6" sewer force main from Dragswolf Village to the Four Bears lagoon system. The force main will cross Government land in two locations.

Authorization to construct the force main on lands under Corps of Engineers jurisdiction will be granted by the enclosed construction License DACW45-3-86-6198 and ROW Easement DACW45-2-86-6192.

We ask the documents be reviewed and if the Tribes concur with the contents, the two license copies be signed in the appropriate space and the Assurance of Compliance forms attached to each license and the easement be executed. The Certificate of Authority form must also be completed.

Note Conditions 19 of the License and 23 of the Easement require the Three Affiliated Tribes waive their sovereign immunity prior to the Government granting the interest indicated by the outgrants. A Tribal Resolution must be obtained to this effect.

Please return all copies of the License, Easement, Assurance of Compliance, Certificate of Authority and The Tribal Resolution to this office. Fully executed copies of the License and Easement will be provided for your records upon Government signature.

Mr. Dominic Wolf of the Minot Indian Health Service Office will hand carry this letter and enclosed documents to your office for your assistance and prompt attention.

Sincerely,

Jacquilyn P. Bratz  
Chief, Real Estate Office

Enclosures

**DEPARTMENT OF THE ARMY  
EASEMENT FOR RIGHT OF WAY**

**(PIPELINE)**

**ON GARRISON DAM/LAKE SAKAKAWEA PROJECT, NORTH DAKOTA**

NO. DACW45-2-86-6192

**THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, hereby grants to Three Affiliated Tribes, c/o Tribal Business Council, Fort Berthold Reservation, Box 158A, New Town, North Dakota 58763**

**hereinafter designated as the grantee, for a period not exceeding fifty ( 50 ) years from the date hereof, an easement for a right of way for the installation, operation, and maintenance of a six-inch sewer force main, hereinafter referred to as "said line"**

**over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibits "A" and "B" attached hereto and made a part hereof, and described as follows: on Exhibit "C".**

**THIS EASEMENT is granted subject to the following conditions:**

**1. The grantee shall pay to the United States compensation in the amount of**

**THIS CONDITION DELETED THIS CONDITION DELETED**  
**, payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to**

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, ~~nor for injuries to the person of the grantee (if an individual)~~, nor for damages to the property or injuries to the person of the grantee'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 government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. *This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, ~~or for abandonment~~ for a two-year period or for abandonment.*

12. *Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.*

13. *The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.*

14. *That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.*

Prior to the execution of this easement, the granting clause and Conditions Nos. 1 and 11 were altered, Conditions Nos. 15 through 27 were added on Pages 3a and 3b attached hereto and by this reference made a part hereof.

***This easement is not subject to Title 10, United States Code, Section 2662.***

***IN WITNESS WHEREOF I have hereunto set my hand this***  
***day of***

***19 86.***

---

GARY D. BLAIR  
Chief, Real Estate Division  
Omaha District, Corps of Engineers

15. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Engineer, Omaha District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

16. That the grantee shall not discriminate against nor exclude from participation in its operations any person(s) on the basis of race, color, religion, national origin, sex, age, or handicap. The grantee furnishes as a part of this contract an assurance (Exhibit "D"), that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) as amended (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Age Discrimination Act of 1975 (42 U.S.C. 6102).

17. The grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, and ordinances, and regulations of the state, county, and municipality wherein the premises are located.

18. The grantee shall neither transfer nor assign this easement or any property on the premises, nor grant any interest, privilege, or license whatsoever in connection with the easement without permission in writing from the Secretary of the Army or his authorized representative.

19. The right is hereby reserved to the United States to flood the granted premises whenever necessary in connection with river and flood control work, and the grantee shall have no claim for damages of any character on account thereof against the United States.

20. That, within the limits of their respective legal powers, the parties to this easement shall protect the project against pollution of its water. The grantee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by Environmental Protection Agency and/or a state, interstate or local government water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate or local governmental agency are hereby made a condition of this easement.

21. The grantee shall not remove or damage any trees or shrubs within the premises or in any manner substantially change the contour or condition of the premises herein granted. In addition, the grantee shall restore all disturbed land within the granted premises, and reseed same to native grasses, to maintain the area in a condition like or equal to that which existed prior to the work herein authorized.

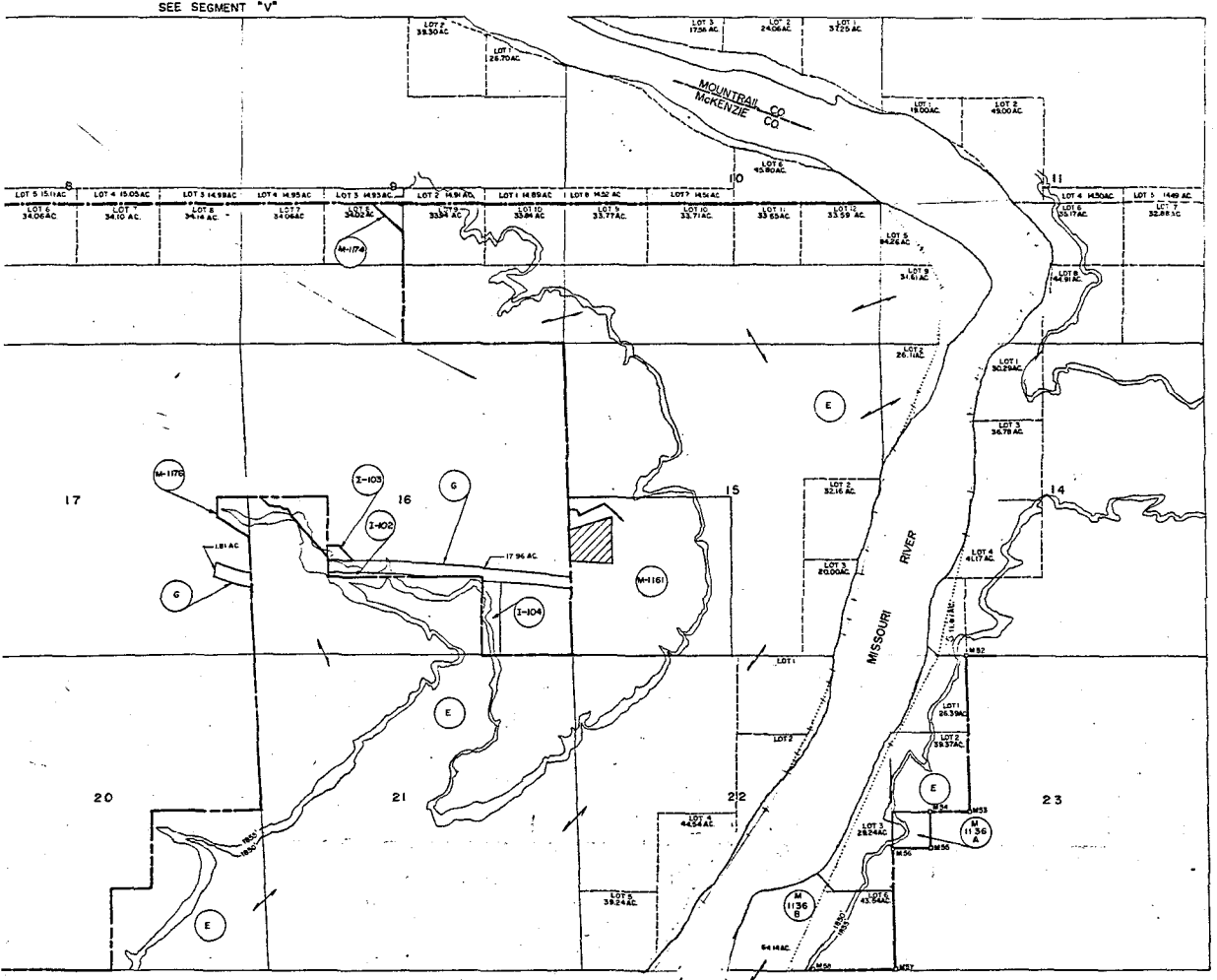
22. That a portion of the land occupied by said line has previously been granted to McKenzie Electric Cooperative, Easement No.



DACW45-2-71-8039 for an aerial electric line and the Three Affiliated Tribes, Easement No. DACW45-2-71-8001, for a buried irrigation pipeline right-of-way. It is understood that this easement is subject to the aforesaid easements and the installation, operation and maintenance of said line shall be accomplished in such a manner as not to create any unreasonable interference with the easement granted to McKenzie Electric Cooperative.

23. Pursuant to Section 5(i) of the Corporate Charter and pursuant to Tribal Resolution this easement shall constitute an irrevocable consent by the Three Affiliated Tribes of the Fort Berthold Reservation to be sued in its corporate name upon any claim or obligation arising from or incident to the terms of this easement and pursuant to the above authorities the grantee hereby waives any immunity from suit arising from or incident to the terms of this easement which it might otherwise have.

10.16 Acres, Fee, transferred to Dept. H.E.W.,  
Public Health Service on 23 Feb 1968,  
accepted 7 Apr 1968



SEE SEGMENT "V"

SEE SEGMENT "M-7"      SEE SEGMENT "M-8"

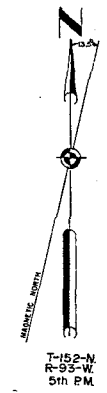


EXHIBIT A ATTACHED TO AND MADE  
A PART OF DACW45-J-86-6192

NOTE: THE BOUNDARY OF THIS INSTALLATION WAS COMPILED FROM DESCRIPTIONS, GENERAL LAND OFFICE PLATS, AERIAL PHOTOS AND TOPOGRAPHIC SURVEYS.

PROJECT MAP (CONTINUATION SHEET)	
DEPT. OF THE ARMY	ENGINEER CORPS OF ENGINEERS
LOCATION OF PROJECT	TRANSPORTATION FACILITIES
STATE: NORTH DAKOTA	RAILROADS
COUNTY: MCKENZIE & MOUNTAIN	STATE ROADS
RIVER: MISSOURI RIVER	FEDERAL ROADS
POST: OMAHA	AIRLINES
ARMY AREA: SIXTH	
10 MILES S OF GARRISON	
15 MILES W OF STANTON	
<b>SEGMENT "M-9"</b>	
DEPARTMENT OF THE ARMY OFFICE OF THE OMAHA DISTRICT ENGINEER MISSOURI RIVER DIVISION	
REAL ESTATE	

12-8-78	ADDED YR. 2	R.C.L.	MAW	R.L.N.
7-24-78	Mod. Redrawn from Mod. dated 4-21-48	R.L.N.	MAW	R.L.N.
7-26-78	Rev. Owner for Tracts M 1172, M 1177-2-3	R.L.N.	MAW	R.L.N.
3-6-78	Rev. Addendum for Tract M 1172E	MAW	MAW	R.L.N.
3-1-78	Rev. Fee Tracts M 1172E	MAW	MAW	R.L.N.
8-11-77	Acq. Tracts M 1172, 2, 3, M 1177-2-3	MAW	MAW	R.L.N.

GARRISON DAM-LAKE SAKAKAWEA  
NORTH DAKOTA



# EASEMENT PLAT

# SHEET-2

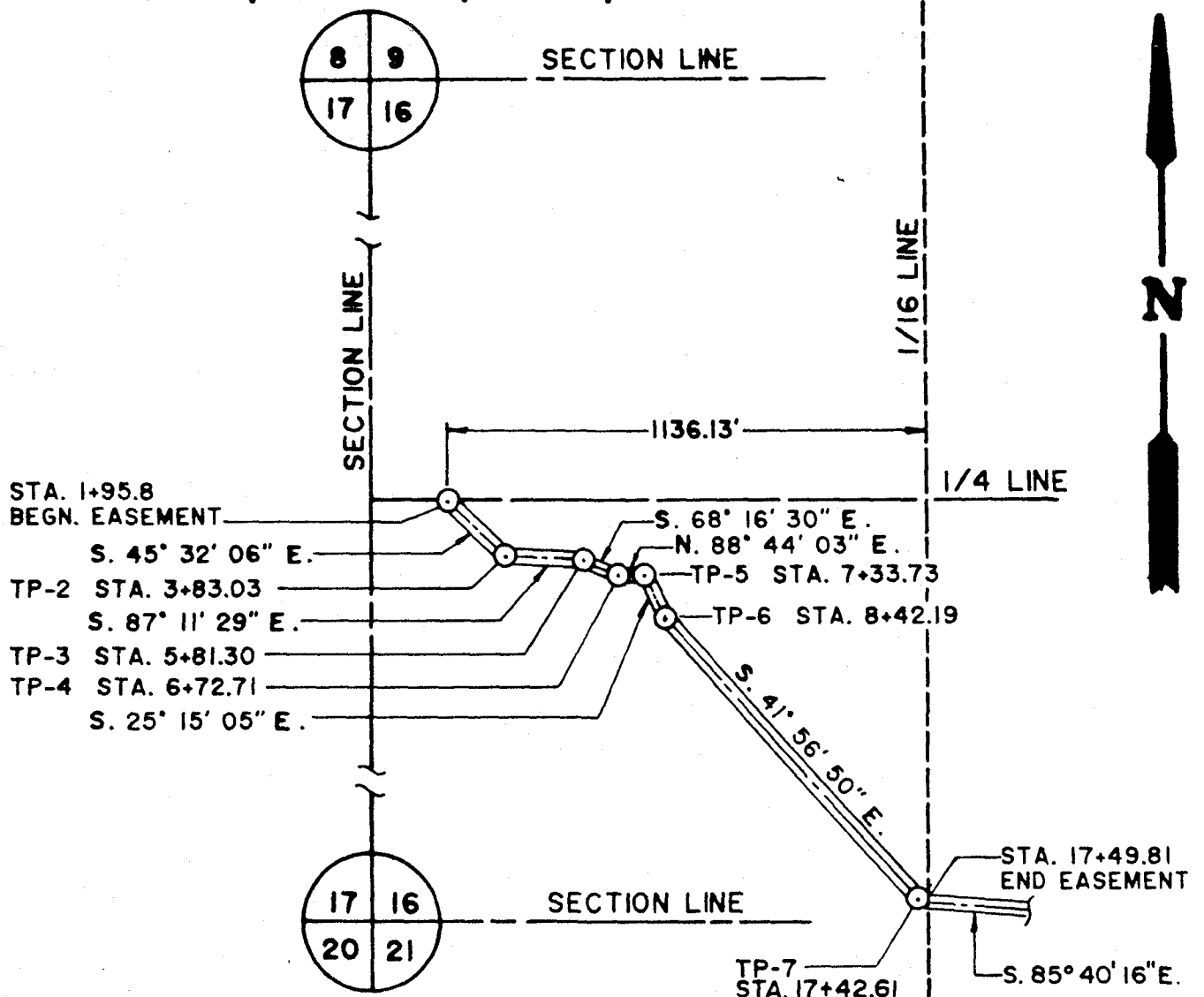
Showing permanent easement to be acquired by the THREE AFFILIATED Tribes on the FORT BERTHOLD Indian Reservation, in McKENZIE County, State of NORTH DAKOTA for construction of a SEWAGE FORCE MAIN, also shown on the plat below are any construction easement areas which extend beyond the limits of this permanent easement but will revert back to the landowner when the project construction is complete.

## CORPS OF ENGINEERS

### CONSTRUCTION EASEMENT:

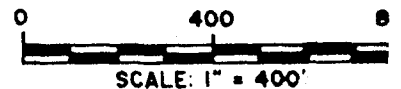
SEGMENT 80 FEET WIDE, 40 FEET ON EITHER SIDE OF INDICATED CENTER LINE.  
AREA IS 2.854 ACRES, MORE OR LESS.

NW 1/4 SW 1/4, SECTION 16, T. 152 N., R. 93 W.



### PERMANENT EASEMENT DESCRIPTION:

SEGMENT 40 FEET WIDE, 20 FEET ON EITHER SIDE OF INDICATED CENTER LINE.  
AREA IS 1.427 ACRES, MORE OR LESS.



DRAWN BY: S. FLEURY

### ENGINEER'S CERTIFICATE

I, TERRY O. HAUSKEN, P.E., Chief Engineer, SFCS, Aberdeen Area Indian Health Service, do hereby certify that an accurate survey has been made on the above shown easement and that the locations and dimensions of said easement are as shown.

*Terry O. Hausken* P.E.  
Chief SFCS, AAHS

### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA  
COUNTY OF BROWN

On this 23 day of MAY, 19 86 before the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared TERRY O. HAUSKEN to me personally know to be the identical person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

My Commission Expires 1992

*Harlene Pericka*  
Notary Public

# EASEMENT PLAT

# SHEET-5

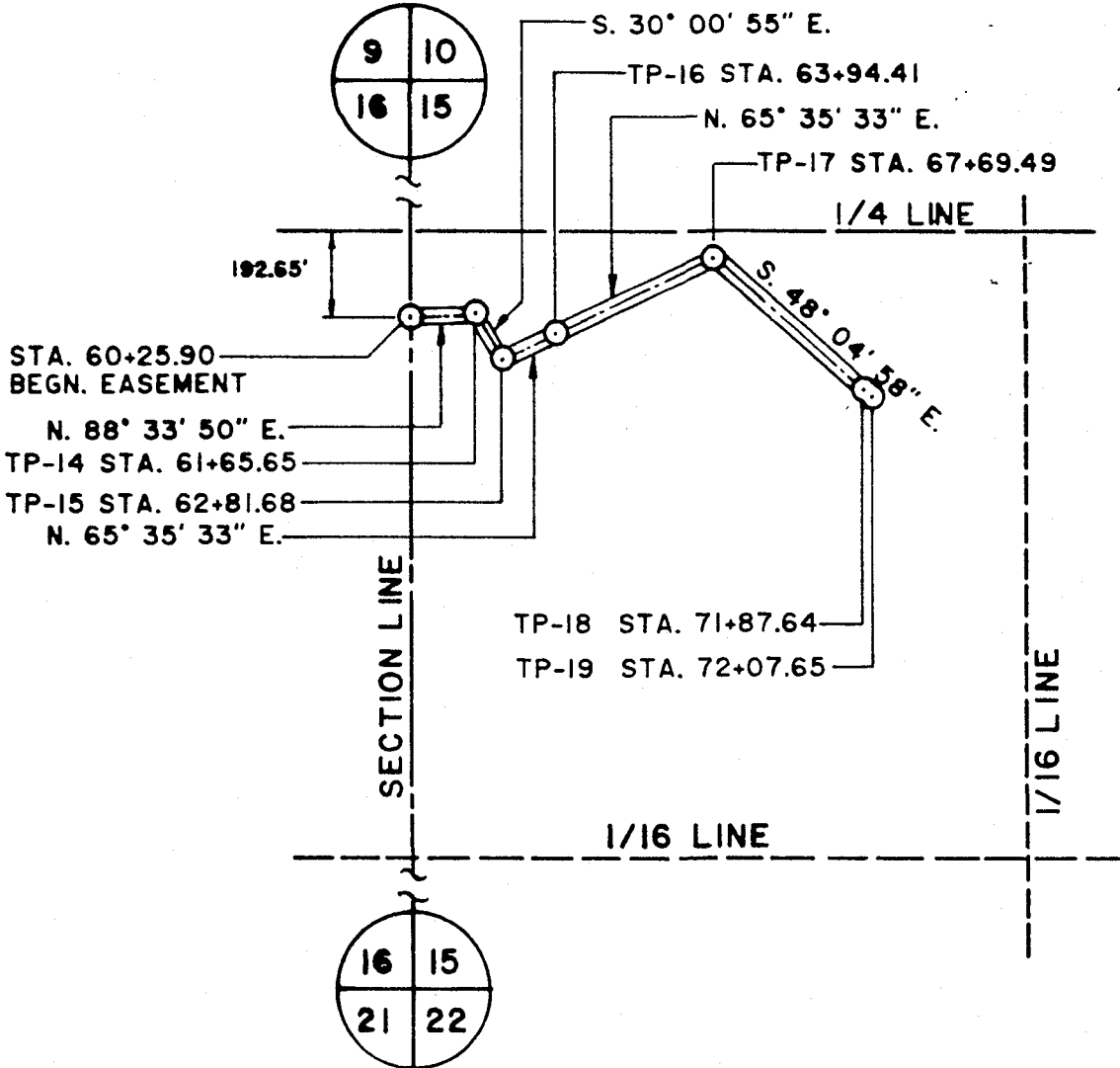
Showing permanent easement to be acquired by the THREE AFFILIATED Tribes on the FORT BERTHOLD Indian Reservation, in McKENZIE County, State of NORTH DAKOTA for construction of a SEWAGE FORCE MAIN, also shown on the plat below are any construction easement areas which extend beyond the limits of this permanent easement but will revert back to the landowner when the project construction is complete.

## CORPS OF ENGINEERS

### CONSTRUCTION EASEMENT:

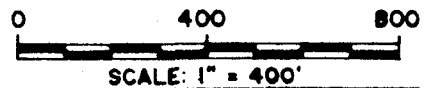
SEGMENT 80 FEET WIDE, 40 FEET EITHER SIDE OF INDICATED CENTER LINE. AREA IS 2.17 ACRES, MORE OR LESS.

NW 1/4 SW 1/4, SECTION 15, T. 152 N., R. 93 W.



### PERMANENT EASEMENT DESCRIPTION:

SEGMENT 40 FEET WIDE, 20 FEET EITHER SIDE OF INDICATED CENTER LINE. AREA IS 1.09 ACRES, MORE OR LESS.



DRAWN BY: S. FLEURY

### ENGINEER'S CERTIFICATE

I, TERRY O. HAUSKEN, P.E., Chief Engineer, SFCS, Aberdeen Area Indian Health Service, do hereby certify that an accurate survey has been made on the above shown easement, and that the locations and dimensions of said easement are as shown.

*Terry O. Hausken*  
Chief SFCS, AAHS

### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA  
COUNTY OF BROWN

On this 23 day of MAY, 19 86 before the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared TERRY O. HAUSKEN to me personally know to be the identical person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

My Commission Expires 1992

*Harlene Penicka*  
Notary Public

Garrison Dam/  
Lake Sakakawea  
North Dakota  
Sewer Line Easement  
No. DACW45-2-86-6192

### THREE AFFILIATED TRIBES

A strip of land situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, Township 152 North, Range 93 West of the Fifth Principal Meridian, McKenzie County, North Dakota, said strip being 40.00 feet in width, lying 20.0 feet on each side of the following described center line:

Commencing at the Northeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16:

thence Westerly along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, a distance of 1,136.13 feet to the POINT OF BEGINNING;

thence South 45°32'06" East, 187.23 feet;

thence South 87°11'29" East, 198.27 feet;

thence South 68°16'30" East, 91.41 feet;

thence North 88°44'03" East, 61.02 feet;

thence South 25°15'05" East, 108.46 feet;

thence South 41°56'50" East, 900.42 feet;

thence South 85°40'16" East, to the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 and the point of termination.

The exterior boundaries of said strip are lengthened or shortened as the case may be to coincide with (1) the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 on the North and (2) the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 on the East.

Also,

A strip of land situated in said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15 of the aforesaid Township and Range, said strip being 40.00 feet in width lying 20.00 feet on each side of the following described center line:

Commencing at the West quarter corner of said Section 15;

thence Southerly along the West line of said Section 15, a distance of 192.65 feet to the POINT OF BEGINNING;

(Garrison Dam/Lake Sakakawea,  
North Dakota, Sewer Line  
Easement No. DACW45-2-86-6192  
continued)

thence North 88°33'50" East, 139.75 feet;

thence South 30°00'55" East, 116.03 feet;

thence North 65°35'33" East, 487.81 feet;

thence South 48°04'58" East, 438.16 feet to the point of termination.

The exterior boundaries of said strip are lengthened or shortened as the case may be to coincide with (1) the West line of said Section 15 on the West and (2) a line bearing South 41°55'02" West through the point of termination.

The tract of land herein described contains 2.51 acres, more or less.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SUBSEQUENT ACTS

THREE AFFILIATED TRIBES

(Name of Recipient)

(Address)

(City or County)

(State and ZIP Code)

(hereinafter called "Applicant-Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964, as amended) issued pursuant to that title; the Age Discrimination Act of 1975 (42 U.S.C. 6102); Section 504 of P.L. 93-112, the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Section 111 of P.L. 93-516 (29 U.S.C. 706, 780, 790); and Section 119 of P.L. 95-602 (sec 794, Note 29, U.S.C.), to the end that, in accordance with Title VI of that Act, the Directive, the Age Discrimination Act and the Rehabilitation Act, no person in the United States shall, on the ground of race, color, age, sex, religion, handicap, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property, whichever is longer. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

DA representatives will be allowed to visit recipient facilities to ensure that there are no barriers to impede the handicapped's accessibility in either programs or activities. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangement for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

(Date)

10-7-86

THREE AFFILIATED TRIBES

(Applicant or Recipient)

("By" name, title, and signature of authorized official)

*Alyce L. [Signature]*

EXHIBIT D ATTACHED TO AND MADE A PART OF  
DACW45-2-86-6192



## TITLE OF FORM

MRO Form 1277 - Assurance of Compliance

## PRESCRIBING DIRECTIVE

ER 1130-2-314

## 1. AUTHORITY

Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1; 78 Stat. 252); Age Discrimination Act of 1975 (42 USC 6102); Rehabilitation Act of 1973, as amended (29 USC 794)

## 2. PRINCIPAL PURPOSE(S)

To assure that every application of Federal financial assistance to carry out a program or to provide a facility, as authorized under laws administered by any component of the Department of Defense, shall, as a condition to its approval and the extension of any federal financial assistance pursuant to the applications, contain or be accompanied by an assurance that the program will be conducted or the facility operated in such a manner that no person in the United States shall, on the ground of race, color, age, sex, religion, handicap or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any such program or activity.

## 3. ROUTINE USES

Information secured from completed MRO Form 1277 is used in determining whether or not the recipients of nominal or no consideration grants are in continuing compliance with the requirements of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973. A register of compliance is maintained from reports submitted and checked by field inspectors.

## 4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION

If there appears to be a failure or a threatened failure to provide the necessary information, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance may be effected by the suspension or termination of or refusal to grant or to continue Federal financial assistance or by any other means authorized by law as determined by the responsible Department official. Such other means may include, but are not limited to (1) a reference to the Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States or any assurance or other contractual undertaking, and (2) any applicable under State or local law.

DEPARTMENT OF THE ARMY  
LICENSE

GARRISON DAM/LAKE SAKAKAWEA PROJECT, NORTH DAKOTA

NO. DACW45-3-86-6198

The SECRETARY OF THE ARMY (hereinafter Secretary) or duly authorized representative under authority of his administrative authority hereby grants to the Three Affiliated Tribes, Tribal Business Council, Fort Berthold Reservation, Box 158A, New Town, North Dakota 58763, (hereinafter licensee) a license to construct, install, operate, and maintain a sewer force main on the Lake Sakakawea Project, North Dakota. The license is for a period of one (1 year) beginning 1 August 1986 and ending 31 July 1987 or upon completion of the project, whichever date comes first, but revocable at will by the Secretary or duly authorized representative. The license is for the premises (hereinafter premises) shown in Exhibits A&B and more particularly described in Exhibit C which are attached and made part of this instrument.

THIS LICENSE is granted subject to the following conditions:

1. The licensee shall pay in advance to the United States compensation in the amount of the Finance and Accounting Office ~~THIS CONDITION DELETED~~ ) per District and delivered to

The United States will impose a charge, the amount to be determined by law or regulation, on late payment of payments due under this agreement for each 30-day period that the payment is overdue. The full late charge will also be applicable to periods of less than 30 days.

2. The exercise of the privileges granted shall be:

- a. without cost or expense to the United States;

- b. under the general supervision of the officer executing this license or duly authorized representative (hereinafter said officer); i.e., subject to rules and regulations which said officer may prescribe from time to time and subject to approval of said officer, including prior written approval for alterations, modifications or additions or the use of any herbicide or pesticide on the premises;

- c. subject to the right of the United States to construct, use, and maintain facilities on the premises without unreasonably interfering with the licensee's privileges;

- d. subject to other outgrants of the United States on the premises which do not unreasonably interfere with the licensee's privileges; and

- e. without liability of the United States for failure to supervise or inspect activities or facilities of the licensee.

3. Under a separate agreement with the installation commander (Army military), base commander (Air Force military) or district engineer (Army civil works), the licensee shall pay the cost of the United States to produce or supply utilities to the licensee. Such costs shall include the licensee's proportionate share of the operation and maintenance costs of United States facilities involved. The United States has no obligation to furnish utilities or services.

4. The licensee at its own expense shall maintain the premises in good order.

5. The licensee shall at its own expense promptly repair or replace to the satisfaction of said officer any United States property damaged or destroyed by the licensee incident to the exercise of the privileges granted.

Instead and if required by said officer, the licensee shall pay the United States money in an amount sufficient to compensate for the loss sustained by the United States for damage to or destruction of United States property.

6. The United States and its officers, agents, servants, and employees ("the released parties") shall not be responsible for damages to property, injuries to persons, or any other cause of action ("released actions") which may arise from or be incident to this license or the licensee's exercise of the privileges herein granted. Released actions include, without limitation, damage to the licensee's property, injury to the licensee's person, or other cause of action of the licensee, or such damage, injury or other cause of action of the licensee's officers, agents, servants, employees, invitees of any of these or anyone else otherwise on or near said premises incident to the license. The licensee shall hold harmless and indemnify the released parties for released actions which may arise from or be incident to this license or the licensee's exercise of the privileges herein granted.

7. The licensee shall not discriminate against any person(s) because of race, color, age, sex, religion, handicap, or national origin in the conduct of its operations hereunder. The licensee furnishes as a part of this contract an assurance, Exhibit D, that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. S 2000d) and all requirements imposed by or pursuant to Department of Defense Directive 5500.11, May 27, 1971, as amended (32 C.F.R. pt. 300).

8. The licensee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The licensee shall at no cost to the United States promptly comply with present and future Federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the licensee's right to contest their validity or enjoin their applicability. The licensee shall not be responsible for pollution caused by others.

9. The licensee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the licensee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

10. The licensee will use all reasonable means available to protect the environment and natural resources from damage arising from this license or activities incident to it, and where damage nonetheless occurs, the licensee shall be liable to restore the damaged resources.

11. If the licensee discovers military contamination on the premises, the licensee shall immediately stop work and request said officer for help.

12. On or before the date this license expires or the licensee relinquishes this license, the licensee shall vacate the premises, remove the licensee's property and restore the premises to a condition satisfactory to said officer, except for damages beyond the licensee's control or for fair wear and tear. If this license is revoked, the licensee will do the same within the time designated by said officer. If the licensee fails or neglects to remove the property and to restore the premises, at the option of said officer:

a. said property shall become the property of the United States without compensation therefor, or

b. said officer may have the property removed and the premises restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of the removal and restoration work.

13. The licensee may terminate this license by giving ten (10) days written notice by certified mail to the Secretary through said office. ~~The United States shall not refund compensation paid under condition 10 if notice is not given at least ten (10) days before compensation is due under Condition 7. The licensee shall pay the compensation for that period.~~

14. This license is effective only insofar as the rights of the United States in the premises are concerned. The licensee shall obtain any further permission necessary on account of any other existing rights.

15. This license may not be transferred or assigned. Prior to execution of this license, Condition No(s) 11 and 12 of the granting clause were modified, Condition No(s) 1 and 3 were deleted, and Condition No(s) 16-19 were added on page 3a which is made part of this instrument.

This license is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority/direction of the Secretary of the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 86 .

\_\_\_\_\_  
GARY D. BLAIR  
Chief, Real Estate Division  
Omaha District, Corps of Engineers

The above instrument, including all its conditions, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

By: *Alice [Signature]*  
Title: TRIBAL CHAIRMAN  
THREE AFFILIATED TRIBES

16. The Government reserves to itself rights-of-way for all purposes across, over, or under said facilities.

17. The licensee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located.

18. The licensee shall restore all disturbed land within the granted premises and reseed same to native grasses, to maintain the area in a condition like or equal to that which existed prior to the work herein authorized. Any area to be disturbed should have the topsoil stripped, stockpiled, and then be replaced after construction activities.

19. Pursuant to Section 5(i) of the Corporate Charter and pursuant to Tribal Resolution this license shall constitute an irrevocable consent by the Three Affiliated Tribes of the Fort Berthold Reservation to be sued in its corporate name upon any claim or obligation arising from or incident to the terms of this license, and pursuant to the above authorities the licensee hereby waives any immunity from suit arising from or incident to the terms of this license which it might otherwise have.



10 1/2 Acres, Fee transferred to Dept. of E. & M. Public Health Service on 23 Feb 1966, accepted 7 Mar 1968

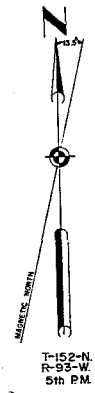
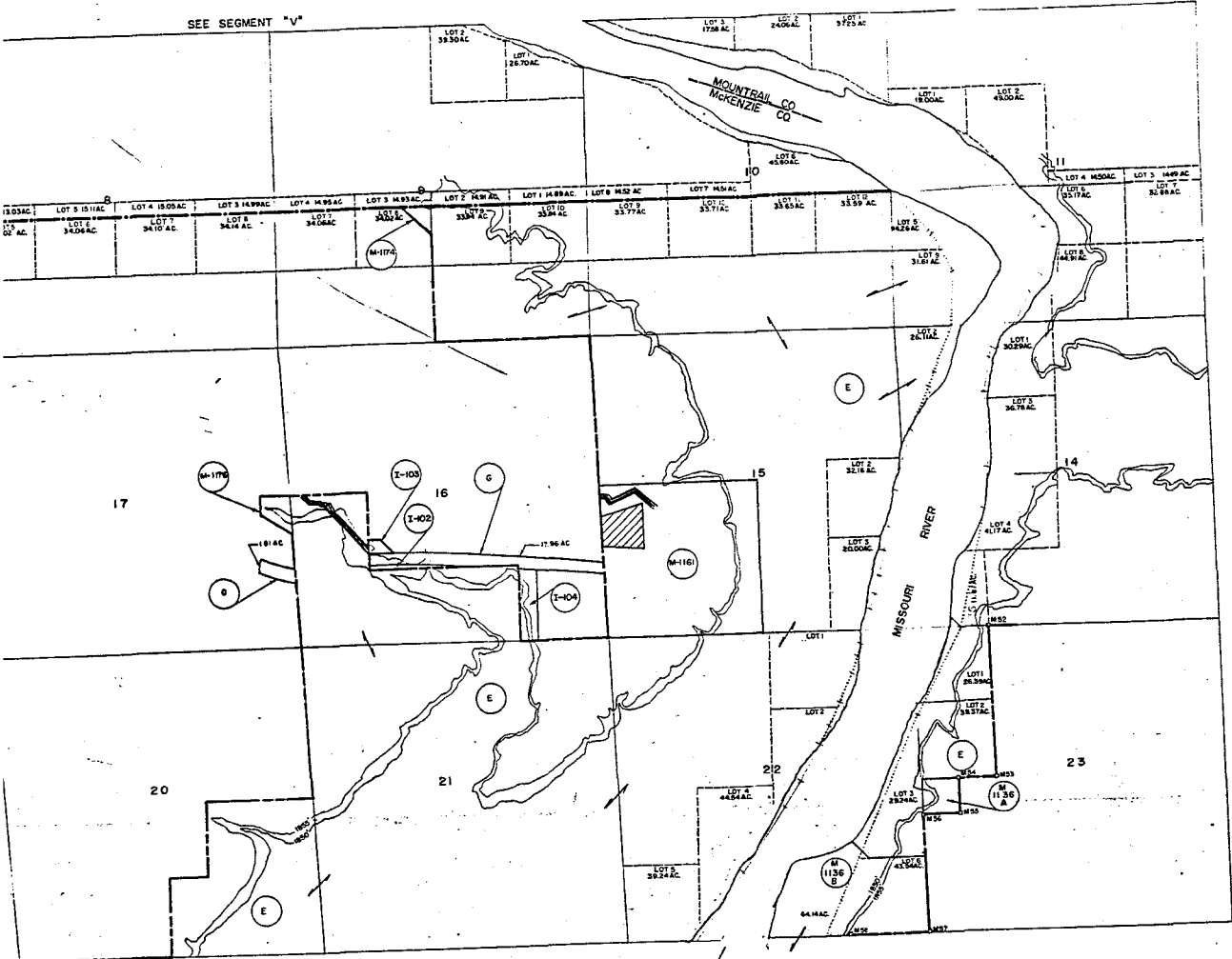


EXHIBIT A ATTACHED TO AND A PART OF DACW45-3-8

NOTE: THE BOUNDARY OF THIS INSTALLATION WAS COMPILED FROM ACCEPTED GENERAL LAND OFFICE PLATS, AERIAL PHOTO, AND TOPOGRAPHIC SURVEYS.

SEE SEGMENT "M-7" SEE SEGMENT "M-8"

PROJECT MAP (CONTINUATION)	
DEPT. OF THE ARMY	ENGINEER CORPS OF THE ARMY
LOCATION OF PROJECT	
STATE: NORTH DAKOTA	COUNTY: MCKENZIE & MOUNTAIN
COUNTY: MCKENZIE & MOUNTAIN	STATE ROAD:
RTE: MISSOURI RIVER	FEDERAL ROAD:
DTI: OMAHA	AREAS:
ARMY AREA SIXTH	
10 MILES	1 OF
15 MILES	2 OF
	STATION:
<b>SEGMENT "M-9"</b>	
DEPARTMENT OF THE ARMY OFFICE OF THE OMAHA DISTRICT ENGINEER MISSOURI RIVER DIVISION	

DATE	DESCRIPTION	BY	REVISION
12-9-78	ADDED TR. 2	R.C.L.	1
7-24-78	Map Redrawn from map dated 4-21-68	R.L.N.	1
7-26-78	Rev. Owner for Tracts M 1177, M 1177-2-3	R.L.P.	1
3-8-78	Rev. Address for Tract M 1172	IMCD	1
3-1-78	Rev. Fee Tracts M 1172E	IMCD	1
6-1-77	Assoc. Tracts M 1177-2 B, M 1177-3	REFO	1

REAL ESTATE  
GARRISON DAM-LAKE SA  
NORTH DAKOTA





# EASEMENT PLAT

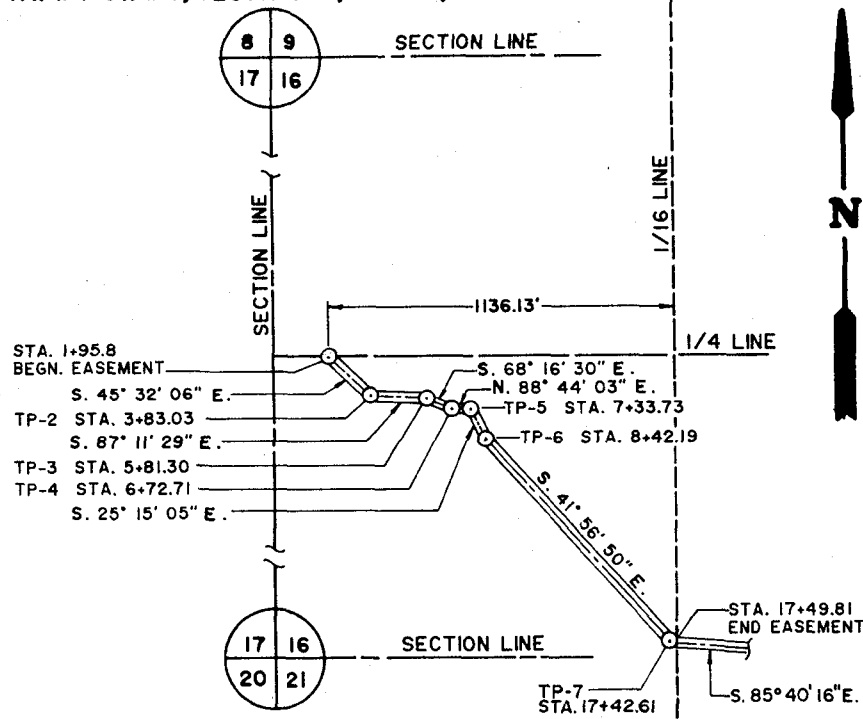
## SHEET- 2

Showing permanent easement to be acquired by the THREE AFFILIATED Tribes on the FORT BERTHOLD Indian Reservation, in McKENZIE County, State of NORTH DAKOTA for construction of a SEWAGE FORCE MAIN also shown on the plat below are any construction easement areas which extend beyond the limits of this permanent easement but will revert back to the landowner when the project construction is complete.

### CORPS OF ENGINEERS

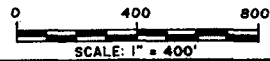
**CONSTRUCTION EASEMENT:**  
SEGMENT 80 FEET WIDE, 40 FEET ON EITHER SIDE OF INDICATED CENTER LINE.  
AREA IS 2.854 ACRES, MORE OR LESS.

NW 1/4 SW 1/4, SECTION 16, T. 152 N., R. 93 W.



**PERMANENT EASEMENT DESCRIPTION:**  
SEGMENT 40 FEET WIDE, 20 FEET ON EITHER SIDE OF INDICATED CENTER LINE.  
AREA IS 1.427 ACRES, MORE OR LESS.

DRAWN BY: S. FLEURY



### ENGINEER'S CERTIFICATE

I, TERRY O. HAUSKEN, P.E., Chief Engineer, SFCS, Aberdeen Area Indian Health Service, do hereby certify that an accurate survey has been made on the above shown easement and that the locations and dimensions of said easement are as shown.

*Terry O. Hausken*  
Chief SFCS, AAHS

### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA  
COUNTY OF BROWN

On this 23 day of MAY, 1986, before the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared TERRY O. HAUSKEN to me personally know to be the identical person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

My Commission Expires 1992

*Harlow Pericka*  
Notary Public

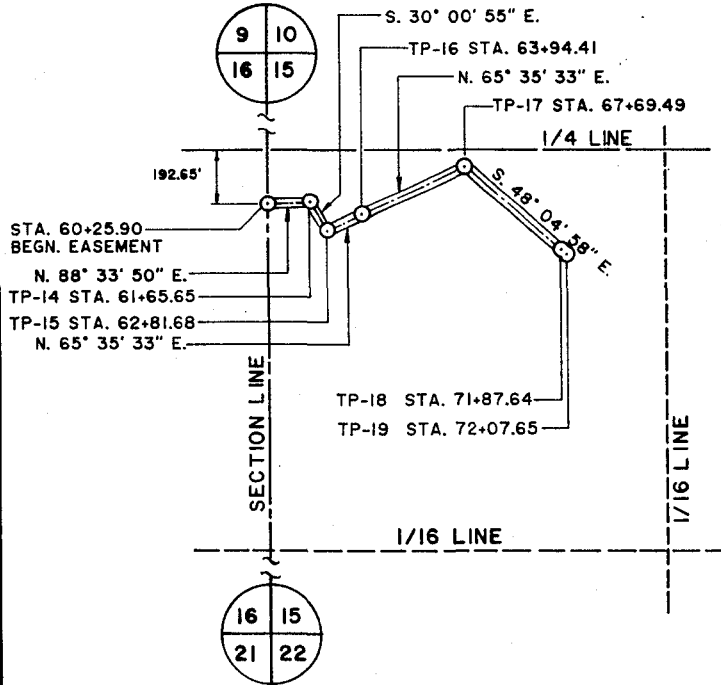
# EASEMENT PLAT

## SHEET-5

Showing permanent easement to be acquired by the THREE AFFILIATED Tribes on the FORT BERTHOLD Indian Reservation, in McKENZIE County, State of NORTH DAKOTA for construction of a SEWAGE FORCE MAIN, also shown on the plat below are any construction easement areas which extend beyond the limits of this permanent easement but will revert back to the landowner when the project construction is complete.

### CORPS OF ENGINEERS

**CONSTRUCTION EASEMENT:**  
SEGMENT 80 FEET WIDE, 40 FEET EITHER SIDE OF INDICATED CENTER LINE.  
AREA IS 2.17 ACRES, MORE OR LESS.  
NW 1/4 SW 1/4, SECTION 15, T.152 N., R.93 W.



**PERMANENT EASEMENT DESCRIPTION:**  
SEGMENT 40 FEET WIDE, 20 FEET EITHER SIDE OF INDICATED CENTER LINE.  
AREA IS 1.09 ACRES, MORE OR LESS.

DRAWN BY: S. FLEURY



### ENGINEER'S CERTIFICATE

I, TERRY O. HAUSKEN, P.E., Chief Engineer, SFCS, Aberdeen Area Indian Health Service, do hereby certify that an accurate survey has been made on the above shown easement, and that the locations and dimensions of said easement are as shown.

*Terry O. Hausken*  
Chief SFCS, AAHS

### ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA  
COUNTY OF BROWN

On this 23 day of MAY, 1986 before the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared TERRY O. HAUSKEN to me personally know to be the identical person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

My Commission Expires 1-92

*Harold Peasaka*  
Notary Public

Garrison Dam/  
Lake Sakakawea  
North Dakota  
Sewer Line License  
No. DACW45-3-86-6198

THREE AFFILIATED TRIBES

A strip of land situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, Township 152 North, Range 93 West of the Fifth Principal Meridian, McKenzie County, North Dakota, said strip being 80.00 feet in width, lying 40.00 feet on each side of the following described center line:

Commencing at the Northeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16;  
thence Westerly along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, a distance of 1,136.13 feet to the POINT OF BEGINNING;  
thence South 45°32'06" East, 187.23 feet;  
thence South 87°11'29" East, 198.27 feet;  
thence South 68°16'30" East, 91.41 feet;  
thence North 88°44'03" East, 61.02 feet;  
thence South 25°15'05" East, 108.46 feet;  
thence South 41°56'50" East, 900.42 feet;  
thence South 85°40'16" East, to the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 and the point of termination.

The exterior boundaries of said strip are lengthened or shortened as the case may be to coincide with (1) the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 on the North and (2) the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 on the East.

Also,

A strip of land situated in said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15 of the aforesaid Township and Range, said strip being 80.00 feet in width lying 40.00 feet on each side of the following described center line:

Commencing at the West quarter corner of said Section 15;  
thence Southerly along the West line of said Section 15, a distance of 192.65 feet to the POINT OF BEGINNING;  
thence North 88°33'50" East, 139.75 feet;

(Garrison Dam/Lake Sakakawea,  
North Dakota, Sewer Line License  
No. DACW45-3-86-6198 continued)

thence South 30°00'55" East, 116.03 feet;

thence North 65°35'33" East, 487.81 feet;

thence South 48°04'58" East, 438.16 feet to the point of termination.

The exterior boundaries of said strip are lengthened or shortened as the case may be to coincide with (1) the West line of said Section 15 on the West and (2) a line bearing South 41°55'02" West through the point of termination.

Excepting therefrom a strip of land, said strip being 40.00 feet in width, lying 20.00 feet on each side of the above-described center lines.

The tract of land herein described contains 2.51 acres, more or less.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SUBSEQUENT ACTS

THREE AFFILIATED TRIBES

(Name of Recipient)

(Address)

(City or County)

(State and ZIP Code)

(hereinafter called "Applicant-Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964, as amended) issued pursuant to that title; the Age Discrimination Act of 1975 (42 U.S.C. 6102); Section 504 of P.L. 93-112, the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Section 111 of P.L. 93-516 (29 U.S.C. 706, 780, 790); and Section 119 of P.L. 95-602 (sec 794, Note 29, U.S.C.), to the end that, in accordance with Title VI of that Act, the Directive, the Age Discrimination Act and the Rehabilitation Act, no person in the United States shall, on the ground of race, color, age, sex, religion, handicap, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property, whichever is longer. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

DA representatives will be allowed to visit recipient facilities to ensure that there are no barriers to impede the handicapped's accessibility in either programs or activities. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangement for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

(Date)

10-7-86

THREE AFFILIATED TRIBES

(Applicant or Recipient)

"By" name, title, and signature of authorized official)

*Oliver Scotted Ben*

**DATA REQUIRED BY THE PRIVACY ACT OF 1974**

(5 U.S.C. 552a)

**TITLE OF FORM**

MRO Form 1277 - Assurance of Compliance

**PRESCRIBING DIRECTIVE**

ER 1130-2-314

**1. AUTHORITY**

Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1; 78 Stat. 252); Age Discrimination Act of 1975 (42 USC 6102); Rehabilitation Act of 1973, as amended (29 USC 794)

**2. PRINCIPAL PURPOSE(S)**

To assure that every application of Federal financial assistance to carry out a program or to provide a facility, as authorized under laws administered by any component of the Department of Defense, shall, as a condition to its approval and the extension of any federal financial assistance pursuant to the applications, contain or be accompanied by an assurance that the program will be conducted or the facility operated in such a manner that no person in the United States shall, on the ground of race, color, age, sex, religion, handicap or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any such program or activity.

**3. ROUTINE USES**

Information secured from completed MRO Form 1277 is used in determining whether or not the recipients of nominal or no consideration grants are in continuing compliance with the requirements or Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973. A register of compliance is maintained from reports submitted and checked by field inspectors.

**4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION**

If there appears to be a failure or a threatened failure to provide the necessary information, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance may be effected by the suspension or termination of or refusal to grant or to continue Federal financial assistance or by any other means authorized by law as determined by the responsible Department official. Such other means may include, but are not limited to (1) a reference to the Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States or any assurance or other contractual undertaking, and (2) any applicable under State or local law.

DEPARTMENT OF THE ARMY  
LICENSE

GARRISON DAM/LAKE SAKAKAWEA PROJECT, NORTH DAKOTA

NO. DACW45-3-86-6198

The SECRETARY OF THE ARMY (hereinafter Secretary) or duly authorized representative under authority of his administrative authority hereby grants to the Three Affiliated Tribes, Tribal Business Council, Fort Berthold Reservation, Box 158A, New Town, North Dakota 58763, (hereinafter licensee) a license to construct, install, operate, and maintain a sewer force main on the Lake Sakakawea Project, North Dakota. The license is for a period of one (1 year) beginning 1 August 1986 and ending 31 July 1987 or upon completion of the project, whichever date comes first, but revocable at will by the Secretary or duly authorized representative. The license is for the premises (hereinafter premises) shown in Exhibits A&B and more particularly described in Exhibit C which are attached and made part of this instrument.

THIS LICENSE is granted subject to the following conditions:

1. The licensee shall pay in advance to the United States compensation in the amount of the Finance and Accounting Office ~~THIS CONDITION DELETED~~ ) per District and delivered to

The United States will impose a charge, the amount to be determined by law or regulation, on late payment of payments due under this agreement for each 30-day period that the payment is overdue. The full late charge will also be applicable to periods of less than 30 days.

2. The exercise of the privileges granted shall be:

- a. without cost or expense to the United States;
- b. under the general supervision of the officer executing this license or duly authorized representative (hereinafter said officer); i.e., subject to rules and regulations which said officer may prescribe from time to time and subject to approval of said officer, including prior written approval for alterations, modifications or additions or the use of any herbicide or pesticide on the premises;
- c. subject to the right of the United States to construct, use, and maintain facilities on the premises without unreasonably interfering with the licensee's privileges;
- d. subject to other outgrants of the United States on the premises which do not unreasonably interfere with the licensee's privileges; and
- e. without liability of the United States for failure to supervise or inspect activities or facilities of the licensee.

3. Under a separate agreement with the installation commander (Army military), base commander (Air Force military) or district engineer (Army civil works), the licensee shall pay the cost of the United States to produce or supply utilities to the licensee. Such costs shall include the licensee's proportionate share of the operation and maintenance costs of United States facilities involved. The United States has no obligation to furnish utilities or services.

4. The licensee at its own expense shall maintain the premises in good order.

5. The licensee shall at its own expense promptly repair or replace to the satisfaction of said officer any United States property damaged or destroyed by the licensee incident to the exercise of the privileges granted.

Instead and if required by said officer, the licensee shall pay the United States money in an amount sufficient to compensate for the loss sustained by the United States for damage to or destruction of United States property.

6. The United States and its officers, agents, servants, and employees ("the released parties") shall not be responsible for damages to property, injuries to persons, or any other cause of action ("released actions") which may arise from or be incident to this license or the licensee's exercise of the privileges herein granted. Released actions include, without limitation, damage to the licensee's property, injury to the licensee's person, or other cause of action of the licensee, or such damage, injury or other cause of action of the licensee's officers, agents, servants, employees, invitees of any of these, or anyone else otherwise on or near said premises incident to the license. The licensee shall hold harmless and indemnify the released parties for released actions which may arise from or be incident to this license or the licensee's exercise of the privileges herein granted.

7. The licensee shall not discriminate against any person(s) because of race, color, age, sex, religion, handicap, or national origin in the conduct of its operations hereunder. The licensee furnishes as a part of this contract an assurance, Exhibit D, that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. S 2000d) and all requirements imposed by or pursuant to Department of Defense Directive 5500.11, May 27, 1971, as amended (32 C.F.R. pt. 300).

8. The licensee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The licensee shall at no cost to the United States promptly comply with present and future Federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the licensee's right to contest their validity or enjoin their applicability. The licensee shall not be responsible for pollution caused by others.

9. The licensee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the licensee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

10. The licensee will use all reasonable means available to protect the environment and natural resources from damage arising from this license or activities incident to it, and where damage nonetheless occurs, the licensee shall be liable to restore the damaged resources.

11. If the licensee discovers military contamination on the premises, the licensee shall immediately stop work and request said officer for help.

12. On or before the date this license expires or the licensee relinquishes this license, the licensee shall vacate the premises, remove the licensee's property and restore the premises to a condition satisfactory to said officer, except for damages beyond the licensee's control or for fair wear and tear. If this license is revoked, the licensee will do the same within the time designated by said officer. If the licensee fails or neglects to remove the property and to restore the premises, at the option of said officer:

a. said property shall become the property of the United States without compensation therefor, or

b. said officer may have the property removed and the premises restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of the removal and restoration work.



13. The licensee may terminate this license by giving ten (10) days written notice by certified mail to the Secretary through said office. ~~The United States shall not refund compensation paid under this license to the licensee if the licensee gives notice at least ten (10) days before compensation is due under Condition 17. The licensee shall pay the compensation for that period.~~

14. This license is effective only insofar as the rights of the United States in the premises are concerned. The licensee shall obtain any further permission necessary on account of any other existing rights.

15. This license may not be transferred or assigned. Prior to execution of this license, Condition No(x) 11 and the granting clause were modified, Condition No(s) 1 and 3 were deleted, and Condition No(s) 16-19 were added on page 3a which is made part of this instrument.

This license is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority/direction of the Secretary of the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 86 .

\_\_\_\_\_  
GARY D. BLAIR  
Chief, Real Estate Division  
Omaha District, Corps of Engineers

The above instrument, including all its conditions, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

By: *Alyce [Signature]*

Title: \_\_\_\_\_  
THREE AFFILIATED TRIBES

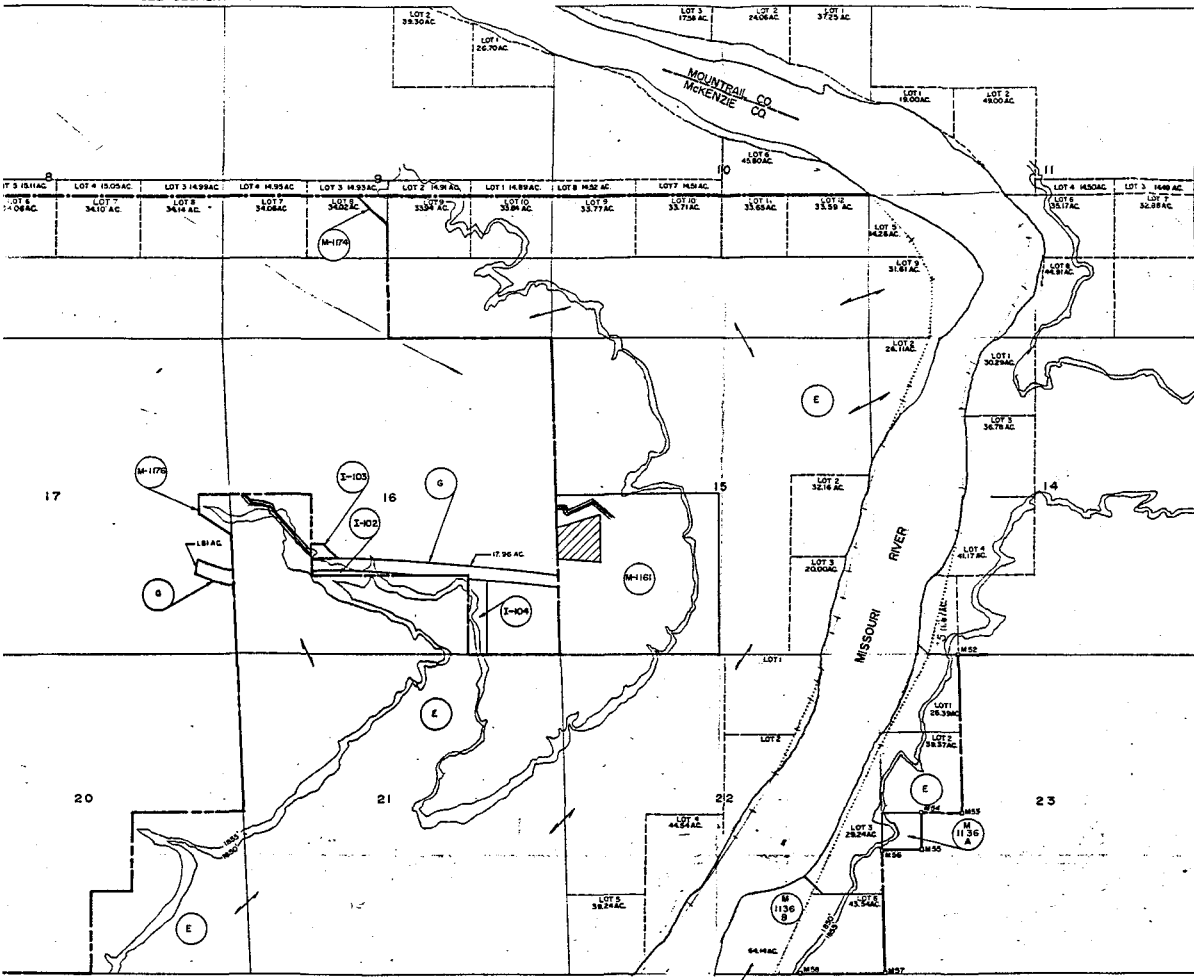
16. The Government reserves to itself rights-of-way for all purposes across, over, or under said facilities.

17. The licensee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located.

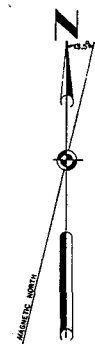
18. The licensee shall restore all disturbed land within the granted premises and reseed same to native grasses, to maintain the area in a condition like or equal to that which existed prior to the work herein authorized. Any area to be disturbed should have the topsoil stripped, stockpiled, and then be replaced after construction activities.

19. Pursuant to Section 5(i) of the Corporate Charter and pursuant to Tribal Resolution this license shall constitute an irrevocable consent by the Three Affiliated Tribes of the Fort Berthold Reservation to be sued in its corporate name upon any claim or obligation arising from or incident to the terms of this license, and pursuant to the above authorities the licensee hereby waives any immunity from suit arising from or incident to the terms of this license which it might otherwise have.

SEE SEGMENT "V"



SEE SEGMENT "M-7"      SEE SEGMENT "M-8"



T-152-N  
R-95-W  
5th PM

EXHIBIT A ATTACHED TO AND MADE  
A PART OF DRAWING 45-3-86-6198

NOTE: THE BOUNDARY OF THIS INSTALLATION WAS COMPILED FROM ADOPTIVE GENERAL LAND OFFICE PLATS, AERIAL PHOTOS AND TOPOGRAIC SURVEYS.

PROJECT MAP (CONTINUATION SHEET)			
DEPT. OF THE ARMY	ENGINEERING CORPS OF ENGINEERS		
LOCATION OF PROJECT	TRANSPORTATION FACILITIES		
STATE	NORTH DAKOTA	RAILROADS	
COUNTY	MCKENZIE & MOUNTAIN	STATE ROADS	
RIVER	MISSOURI RIVER	FEDERAL ROADS	
CITY	OMAHA	AIRLINES	
ARMY AREA	SIXTH		
10	MILES	5	OF
15	MILES	11	OF
<b>SEGMENT "M-9"</b>			
DEPARTMENT OF THE ARMY OFFICE OF THE OMAHA DISTRICT ENGINEER MISSOURI RIVER DIVISION			
REAL ESTATE			
GARRISON DAM-LAKE SAKAKAWEA NORTH DAKOTA			
DRAWN BY: R.L.N.		CHECKED BY: R.L.N.	
TRACE BY: R.L.N.		SCALE: AS SHOWN	
DATE: 11/77		PROJECT NO: 45-3-86-6198	
DRAWN BY: R.L.N.		CHECKED BY: R.L.N.	
TRACE BY: R.L.N.		SCALE: AS SHOWN	
DATE: 11/77		PROJECT NO: 45-3-86-6198	
DRAWN BY: R.L.N.		CHECKED BY: R.L.N.	
TRACE BY: R.L.N.		SCALE: AS SHOWN	
DATE: 11/77		PROJECT NO: 45-3-86-6198	

12-8-78	ADDED TR. 1	R.C.L.
12-26-78	Map Redrawn from Map dated 4-21-68	R.L.N.
7-26-78	Rev Order for Tracts M1172, M1177-2-3	P.L.C.
3-6-78	Rev Acceps for Tract M1172E	M.C.D.
2-1-78	Rec Fee Tracts M1172E	M.C.D.
6-1-77	Added Tracts M1172-2 B, M1172-3	R.E.S.
6-1-77	Deleted Tracts M1178-1 B, M1178-2	R.E.P.
7-1-76	Added Tracts M1168 thru M1173	R.E.P.
9-20-70	Revised Project Name	R.E.S.

APPROVED BY: [Signature]

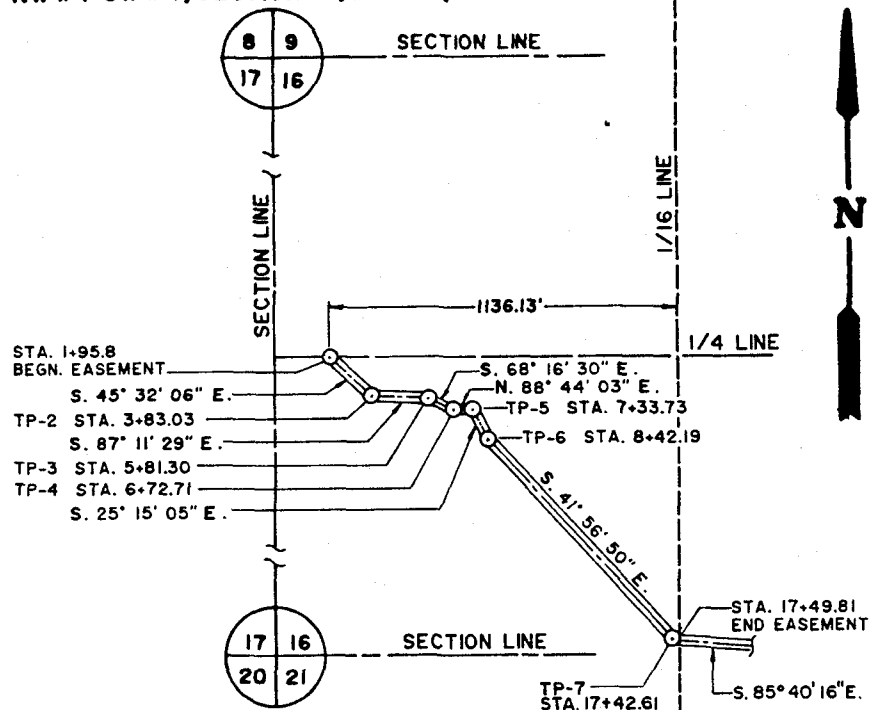


Showing permanent easement to be acquired by the THREE AFFILIATED Tribes on the FORT BERTHOLD Indian Reservation, in McKENZIE County, State of NORTH DAKOTA for construction of a SEWAGE FORCE MAIN also shown on the plat below are any construction easement areas which extend beyond the limits of this permanent easement but will revert back to the landowner when the project construction is complete.

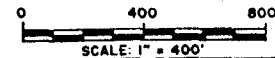
**CORPS OF ENGINEERS**

**CONSTRUCTION EASEMENT:**  
 SEGMENT 80 FEET WIDE, 40 FEET ON EITHER SIDE OF INDICATED CENTER LINE.  
 AREA IS 2.854 ACRES, MORE OR LESS.

**NW 1/4 SW 1/4, SECTION 16, T. 152 N., R. 93 W.**



**PERMANENT EASEMENT DESCRIPTION:**  
 SEGMENT 40 FEET WIDE, 20 FEET ON EITHER SIDE OF INDICATED CENTER LINE.  
 AREA IS 1.427 ACRES, MORE OR LESS.



DRAWN BY: S. FLEURY

**ENGINEER'S CERTIFICATE**

I, TERRY O. HAUSKEN, P.E., Chief Engineer, SFCS, Aberdeen Area Indian Health Service, do hereby certify that an accurate survey has been made on the above shown easement and that the locations and dimensions of said easement are as shown.

*Terry O. Hausken*  
 Chief SFCS, AAHS

**ACKNOWLEDGMENT**

STATE OF SOUTH DAKOTA  
 COUNTY OF BROWN

On this 23 day of MAY, 1986, before the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared TERRY O. HAUSKEN to me personally know to be the identical person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

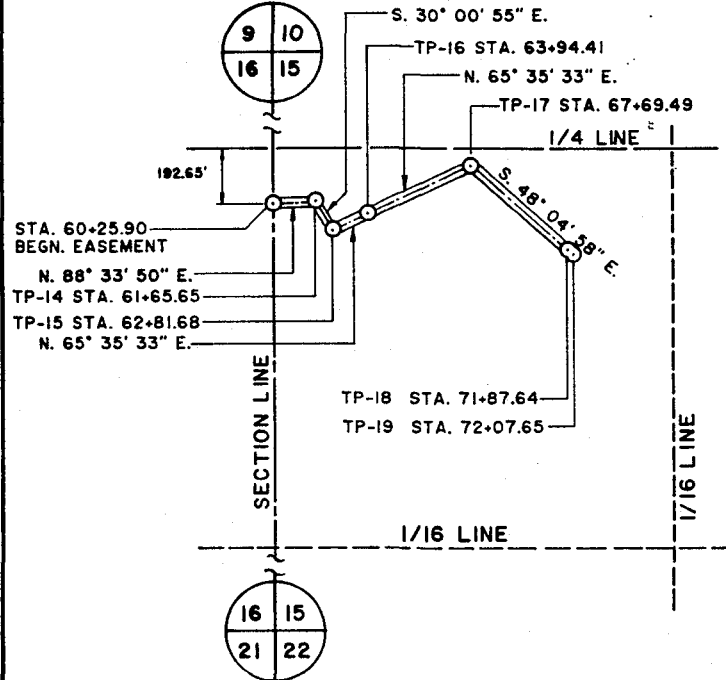
My Commission Expires 1992

*Harlow Pericka*  
 Notary Public

Showing permanent easement to be acquired by the THREE AFFILIATED Tribes on the FORT BERTHOLD Indian Reservation, in McKENZIE County, State of NORTH DAKOTA for construction of a SEWAGE FORCE MAIN also shown on the plat below are any construction easement areas which extend beyond the limits of this permanent easement but will revert back to the landowner when the project construction is complete.

**CORPS OF ENGINEERS**

**CONSTRUCTION EASEMENT:**  
 SEGMENT 80 FEET WIDE, 40 FEET EITHER SIDE OF INDICATED CENTER LINE.  
 AREA IS 2.17 ACRES, MORE OR LESS.  
 NW 1/4 SW 1/4, SECTION 15, T.152 N., R.93 W.



**PERMANENT EASEMENT DESCRIPTION:**  
 SEGMENT 40 FEET WIDE, 20 FEET EITHER SIDE OF INDICATED CENTER LINE.  
 AREA IS 1.09 ACRES, MORE OR LESS.

DRAWN BY: S. FLEURY



**ENGINEER'S CERTIFICATE**

I, TERRY O. HAUSKEN P.E., Chief Engineer, SFCS, Aberdeen Area Indian Health Service, do hereby certify that an accurate survey has been made on the above shown easement, and that the locations and dimensions of said easement are as shown.

*Terry O. Hausken*  
 Chief SFCS, AAHS

**ACKNOWLEDGMENT.**

STATE OF SOUTH DAKOTA  
 COUNTY OF BROWN

On this 23 day of MAY, 1986 before the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared TERRY O. HAUSKEN to me personally know to be the identical person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

My Commission Expires 1-92

*Harold Penick*  
 Notary Public

Garrison Dam/  
Lake Sakakawea  
North Dakota  
Sewer Line License  
No. DACW45-3-86-6198

### THREE AFFILIATED TRIBES

A strip of land situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, Township 152 North, Range 93 West of the Fifth Principal Meridian, McKenzie County, North Dakota, said strip being 80.00 feet in width, lying 40.00 feet on each side of the following described center line:

Commencing at the Northeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16;  
thence Westerly along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, a distance of 1,136.13 feet to the POINT OF BEGINNING;  
thence South 45°32'06" East, 187.23 feet;  
thence South 87°11'29" East, 198.27 feet;  
thence South 68°16'30" East, 91.41 feet;  
thence North 88°44'03" East, 61.02 feet;  
thence South 25°15'05" East, 108.46 feet;  
thence South 41°56'50" East, 900.42 feet;  
thence South 85°40'16" East, to the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 and the point of termination.

The exterior boundaries of said strip are lengthened or shortened as the case may be to coincide with (1) the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 on the North and (2) the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16 on the East.

Also,

A strip of land situated in said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15 of the aforesaid Township and Range, said strip being 80.00 feet in width lying 40.00 feet on each side of the following described center line:

Commencing at the West quarter corner of said Section 15;  
thence Southerly along the West line of said Section 15, a distance of 192.65 feet to the POINT OF BEGINNING;  
thence North 88°33'50" East, 139.75 feet;

(Garrison Dam/Lake Sakakawea,  
North Dakota, Sewer Line License  
No. DACW45-3-86-6198 continued)

thence South 30°00'55" East, 116.03 feet;

thence North 65°35'33" East, 487.81 feet;

thence South 48°04'58" East, 438.16 feet to the point of termination.

The exterior boundaries of said strip are lengthened or shortened as the case may be to coincide with (1) the West line of said Section 15 on the West and (2) a line bearing South 41°55'02" West through the point of termination.

Excepting therefrom a strip of land, said strip being 40.00 feet in width, lying 20.00 feet on each side of the above-described center lines.

The tract of land herein described contains 2.51 acres, more or less.



**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SUBSEQUENT ACTS**

THREE AFFILIATED TRIBES

(Name of Recipient)

(Address)

(City or County)

(State and ZIP Code)

(hereinafter called "Applicant-Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964, as amended) issued pursuant to that title; the Age Discrimination Act of 1975 (42 U.S.C. 6102); Section 504 of P.L. 93-112, the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Section 111 of P.L. 93-516 (29 U.S.C. 706, 780, 790); and Section 119 of P.L. 95-602 (sec 794, Note 29, U.S.C.), to the end that, in accordance with Title VI of that Act, the Directive, the Age Discrimination Act and the Rehabilitation Act, no person in the United States shall, on the ground of race, color, age, sex, religion, handicap, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property, whichever is longer. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

DA representatives will be allowed to visit recipient facilities to ensure that there are no barriers to impede the handicapped's accessibility in either programs or activities. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangement for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

10-7-86  
(Date)

THREE AFFILIATED TRIBES  
(Applicant or Recipient)

*Oliver A. [Signature]*  
("By" name, title, and signature of authorized official)

**DATA REQUIRED BY THE PRIVACY ACT OF 1974**

(5 U.S.C. 552a)

**TITLE OF FORM**

MRO Form 1277 - Assurance of Compliance

**PRESCRIBING DIRECTIVE**

ER 1130-2-314

**1. AUTHORITY**

Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1; 78 Stat. 252); Age Discrimination Act of 1975 (42 USC 6102); Rehabilitation Act of 1973, as amended (29 USC 794)

**2. PRINCIPAL PURPOSE(S)**

To assure that every application of Federal financial assistance to carry out a program or to provide a facility, as authorized under laws administered by any component of the Department of Defense, shall, as a condition to its approval and the extension of any federal financial assistance pursuant to the applications, contain or be accompanied by an assurance that the program will be conducted or the facility operated in such a manner that no person in the United States shall, on the ground of race, color, age, sex, religion, handicap or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any such program or activity.

**3. ROUTINE USES**

Information secured from completed MRO Form 1277 is used in determining whether or not the recipients of nominal or no consideration grants are in continuing compliance with the requirements of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973. A register of compliance is maintained from reports submitted and checked by field inspectors.

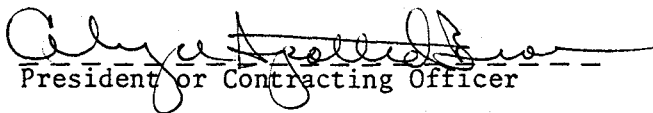
**4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION**

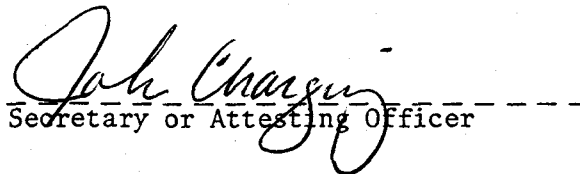
If there appears to be a failure or a threatened failure to provide the necessary information, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance may be effected by the suspension or termination of or refusal to grant or to continue Federal financial assistance or by any other means authorized by law as determined by the responsible Department official. Such other means may include, but are not limited to (1) a reference to the Department of Justice with a recommendation that appropriate proceedings be brought to enforce any rights of the United States or any assurance or other contractual undertaking, and (2) any applicable under State or local law.

CERTIFICATE OF AUTHORITY

I, John Charging, hereby certify that I am the Secretary of 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 North Dakota; 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 Tribal Chairperson, of said organization was then Tribal Chairperson 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 7th day of October 1986.

  
President or Contracting Officer

  
Secretary or Attesting Officer

\_\_\_\_\_  
Corporation or Organization