

RESOLUTION OF THE GOVERNING BODY
OF THE
THREE AFFILIATED TRIBES
OF THE
FORT BERTHOLD INDIAN 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 the Federal and State governments on behalf of the Three Affiliated Tribes; and
 - WHEREAS, Article VI, Section 5 (j), of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to protect and preserve the property, wildlife and natural resources of the Three Affiliated Tribes; and
 - WHEREAS, License No. DACW45-3-87-6142 when issued by the Department of the Army will allow for construction of a boat ramp, boat dock, parking lot, and access road, which facilities will provide employment for tribal members and tribally controlled access to Lake Sakakawea; and
- NOW THEREFORE BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby approves License No. DACW45-3-87-6142 and authorizes the Tribal Chairman to sign the License on behalf of the Three Affiliated Tribes.

BE IT FURTHER RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes, pursuant to Chapter 1, Section 1.2 and 3.6 (1) of the Code of Laws of the Three Affiliated Tribes of the Fort Berthold Indian Reservation, hereby expressly waives the Tribes sovereign immunity from suit relative to the License Agreement herein and consents to be sued in it's corporate name upon any claim or obligation arising from or incident to the terms of the License herein.

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 Indian Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitutes a quorum, 5 were present at a Regular Meeting, thereof duly called, noticed, convened, and held on the 25 day of April, 1988; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman ~~(voting)~~ (not voting).

Dated this 25 day of April, 1988.

[Signature]
Secretary, Tribal Business Council

ATTEST:

[Signature]
Chairman, Tribal Business Council

DEPARTMENT OF THE ARMY
GARRISON PROJECT LICENSE DACW45-3-87-6142

The SECRETARY OF THE ARMY (hereinafter Secretary) or duly authorized representative under authority of his general administrative authority hereby grants to *The Three Affiliated Tribes of the Fort Berthold/Reservation (hereinafter licensee) a license to construct and maintain 650 feet of road, a 24 foot wide boat ramp, and a 140 foot by 200 foot parking area . The license is for a period of two (2) years beginning May 21 19 87 and ending May 20 19 89 , but revocable at will by the Secretary or duly authorized representative. The license is for the premises (hereinafter premises) shown in Exhibit A and more particularly described in Exhibit B 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 ~~THIS CONDITION DELETED~~ payable to the order of the Finance and Accounting Officer, 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 or services 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, ~~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).~~ THIS CONDITION DELETED

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. THIS CONDITION DELETED

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. THIS CONDITION DELETED

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 1. If notice is not given at least ten (10) days before compensation is due under Condition 1, the licensee shall pay the compensation for that period or term.

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) 3 ^{was} ~~was~~ modified, Condition No(s) 1, 7, 9 & 11 ^{and 3b} were deleted, and Condition No(s) 16 through 29 were added on pages 3a/ ^{which} ~~is~~ ^{are} 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

The above instrument, including all its conditions, is hereby accepted this 7th day of March 19 88

*THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION

BY Edward L. Fjell

*The Three Affiliated Tribes of the Fort Berthold Reservation, chartered as a corporation pursuant to Section 17 of the Indian Reorganization Act of June 18, 1934, acting by and through the Tribal Business Council, New Town, North Dakota.

16. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, the licensee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

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

18. The licensee shall comply with all applicable Federal laws and regulations.

19. The lands of the United States, for the purposes authorized by this license, shall be for the use and benefit of the General Public, free of charge.

20. The United States reserves all rights in the public land affected by this license not expressly granted herein to the licensee, including, but not limited to a continuing right of access onto the premises and, upon reasonable notice to the licensee, access to any facility constructed thereon; and the right of the Secretary of the Army or his authorized representative to require common use of the premises and to grant additional uses of the premises for compatible purposes.

21. The licensee shall provide public road access to the licensed area from an established public road system. Furthermore, the licensee agrees to maintain said access road in an accessible and operable condition, at all times.

22. 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.

23. That at the commencement of this license, the Three Affiliated Tribes will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$150,000 per person in any one claim, and an aggregate limit of \$300,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$50,000 for damage to property suffered or alleged to have suffered by any person or persons resulting from the operations of the licensee under the terms of this license.

24. The licensee shall not conduct, or allow to be conducted, gambling within the licensed area. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events held on Corps lands, if permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to the District Engineer.

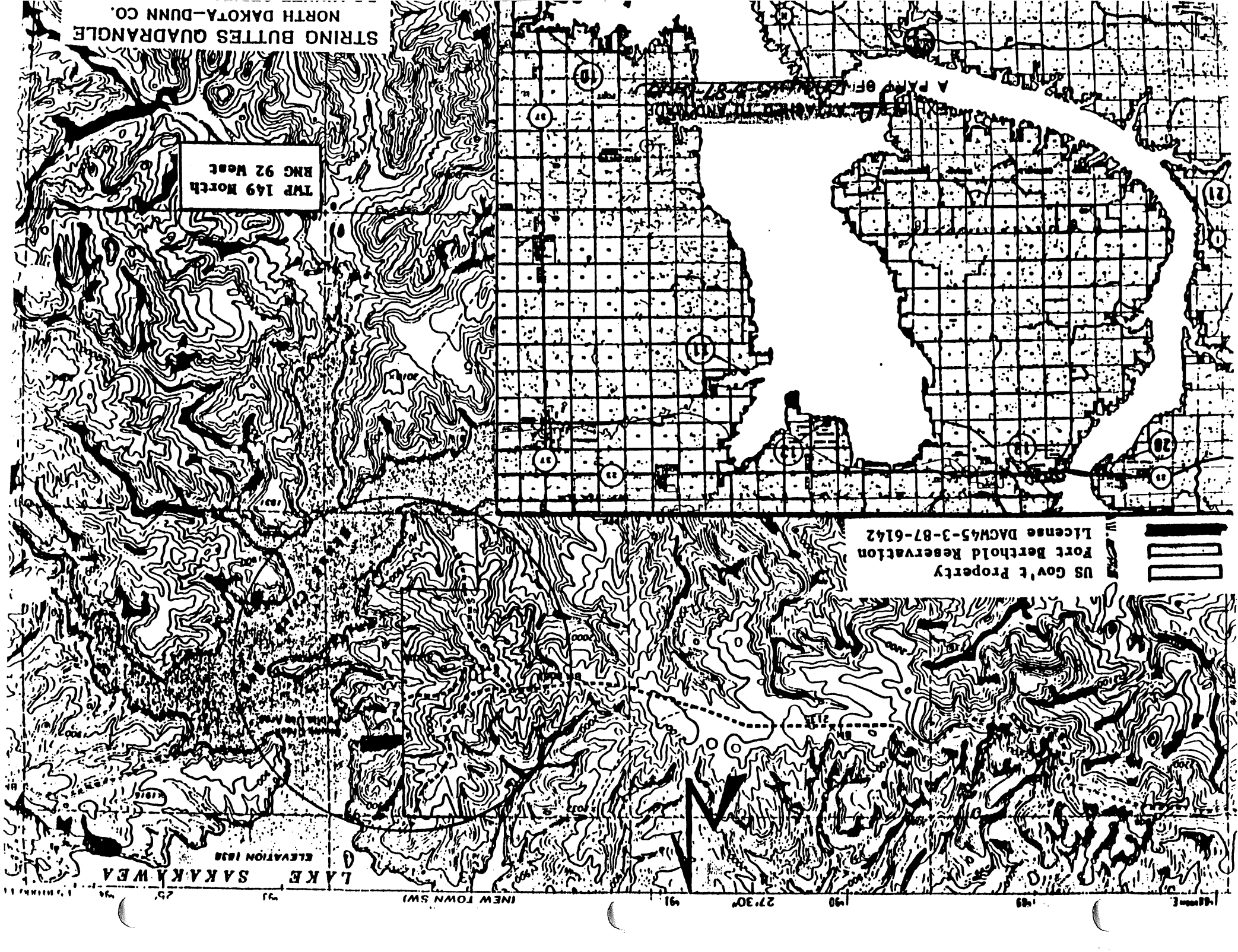
25. That, within the limits of their respective legal powers, the parties to this license shall protect the project against pollution of its water. The licensee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by Environmental Protection Agency and/or a state, interstate or local governmental 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 license.

26. That 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 the District Engineer, Omaha District and the site and the material shall be protected by the licensee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

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

28. The licensee 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 licensee furnishes as a part of this contract an assurance (Exhibit "C") 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 Stat. 6102).

29. The licensee shall maintain the premises in a condition considered to be acceptable by the Secretary of the Army or his authorized representative. The boat ramp, road and parking area shall at all times be maintained in a safe and useable condition. The licensee shall be responsible for litter pickup and trash removal on and adjoining the premises herein authorized. Land disturbed by the construction of the facilities granted herein shall be recontoured and reseeded as required.



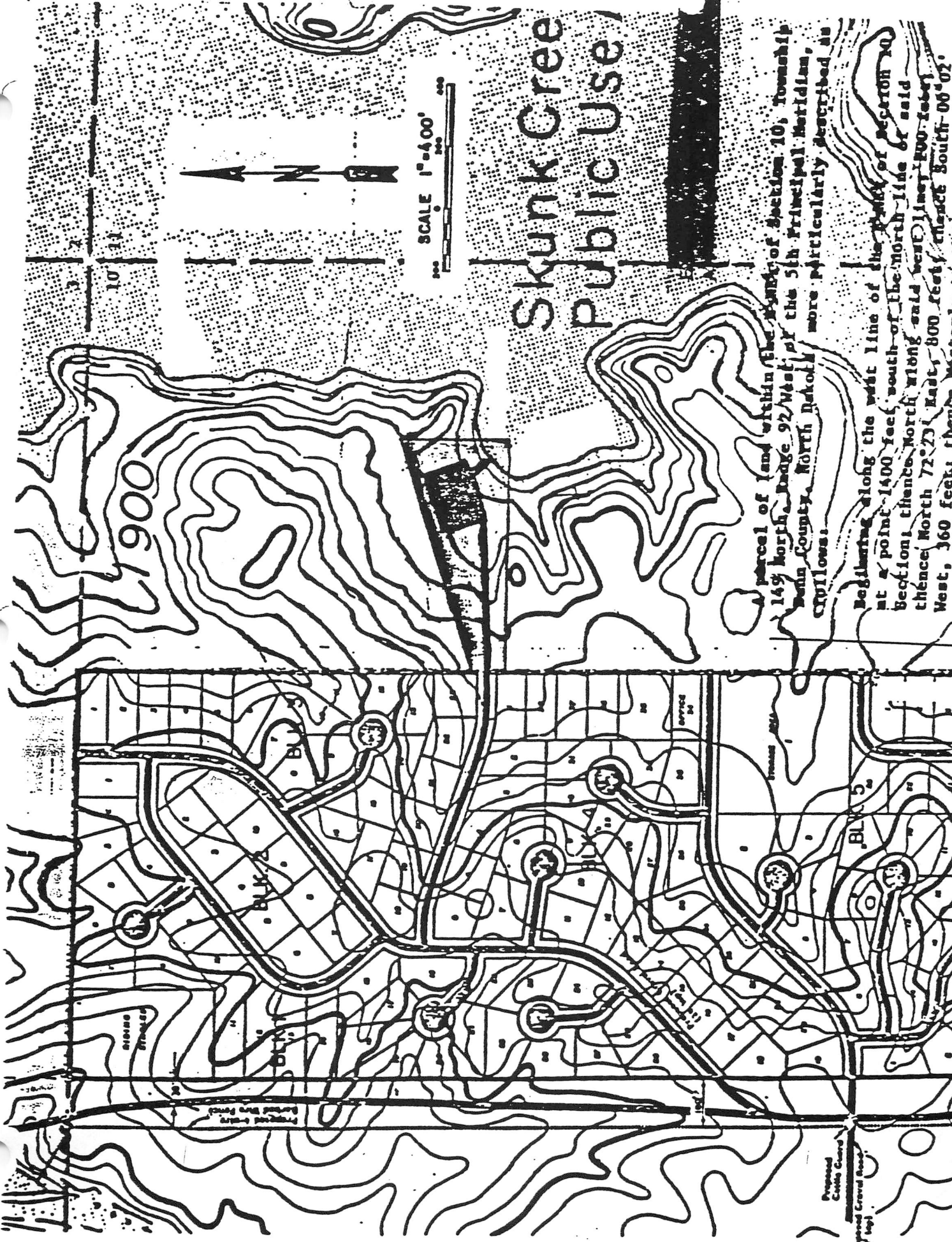
STRINGO BUTTES QUADRANGLE
NORTH DAKOTA-DUNN CO.

TWP 149 North
RNG 92 West

US Gov't Property
Fort Berthold Reservation
License DACM45-3-87-6142

LAKE SAKAKAWEA
ELEVATION 1838

NEW TOWN SW) 91 27.30' 190 191 192



SKUNK CREEK PUBLIC USE

A parcel of land within the SW^{1/4} of Section 10, Township 14th North, Range 92nd West, of the 5th Principal Meridian, DeWitt County, North Dakota, more particularly described as follows:

Beginning along the west line of the ~~Block~~ Section 10 at a point 1400 feet south of the north line of said Section; thence North along said west line 190 feet; thence North 72° 21' East, 800 feet; thence South 00° 02' West, 360 feet; thence westerly to the point of beginning.

Proposed
Canal Course
(1914)

Proposed Canal
around this parcel