

**RESCINDED**  
04-22-96  
RC#96-079-DSB

Resolution No. 96-77-DSB

**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 benefits of the Tribes and of the enrolled members thereof; and

**WHEREAS,** It is the intent of the Three Affiliated Tribes to promote access to recreational areas on the Fort Berthold Reservation; and

**WHEREAS,** The McKenzie Bay Marina Club has proposed a monetary amount for said access to McKenzie Bay, in order to make development of "all weather roads" a feasible investment by the members of the marina club; and

**NOW THEREFORE, BE IT RESOLVED,** that the Three Affiliated Tribes Business Council grant easement for a (25) twenty five year "Right of Way" agreement with the McKenzie Bay Marine Club, and that the monetary consideration covered by this resolution shall parallel the Curtis Young Bear Lease: A negotiated public use Right-of-Way in the McKenzie Bay area. The Right-of-Way agreement between the Tribe and the McKenzie Bay Marina will expire in the year 2021, at which time it will be renewable for another twenty five years upon mutual agreement.

**RESCINDED**

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Reso. # 96-77-DSB

CERTIFICATION

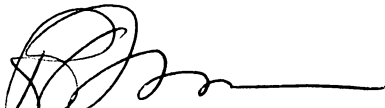
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitutes a quorum, 6 were present at a Regular Meeting, thereof duly called, noticed, convened and held on the 11<sup>th</sup> day of April 1996; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 4 members, 0 members opposed, 2 members abstained, 0 members not voting and that said Resolution has not been rescinded or amended in any way.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 11<sup>th</sup> day of April, 1996

Daylen Spotted Bear  
Secretary, Tribal Business Council

Attest:

  
\_\_\_\_\_  
Chairman, Tribal Business Council

RESCINDED

NATURAL RESOURCES COMMITTEE  
THREE AFFILIATED TRIBES  
SEPTEMBER 12, 1995

ITEM 1. CALL TO ORDER

Meeting was called to order at 10:20 a.m.

ITEM 2. ROLL CALL

PRESENT: Eugene Voigt, Member; John Stone, Jr., Member; Edwin Hall, Member; Ivan Johnson, Member; Austin Gillette, Chairman of Committee.

OTHERS: Dolph Harris, Wallace Samuelson, Roger F. Huffman, McKenzie Marine Club; Frank White Calf, Solly Danks, Gabe Fettig, Adeline Brunsell, Thomas Wells, Abigail Country, Myrna Bear, Kyle Baker, Todd Hall.

ITEM 3. MCKENZIE BAY RECREATION SITE

Dolph Harris, Chairman of the McKenzie Marine Club handed out a map and information, and was requesting to sit down with the Tribe and obtain an agreement for public access to cross Tribal land. Ed Hall asked what the groups position was on the return of the Corps of Engineer land to the Tribe. Dolph answered that the Marine Club has written a letter of support of returning the lands to the Tribe, but they would also like to secure public access. Ed asked who would maintain these roads? Dolph answered that the Marine Club would be maintaining the roads. Ivan Johnson moved to approve a 25 year lease to the McKenzie Marine Club, second by Edwin Hall.

Discussion. Austin Gillette said that approval of this lease will have to go through the Bureau of Indian Affairs, and the price will be processed through there. Ivan Johnson amended his motion to approve a 25 year lease, terms of payment will be based on the Curtis Young Bear agreement - the Tribes will be the same through the B.I.A. Easement with the Young Bears will expire the year of 2019, at which time the Tribes agreement will also expire. Second to motion made by Edwin Hall. This will be put forth in Tribal Resolution and presented to the Tribal Business Council for approval.

Further Discussion. Dolph said that the Marine Club wants to leave the fence up that is beside the road. They put in the fence as to Elmer Fredericks request. He wrote a statement giving permission to build that fence. Austin said that issue will be looked into.

VOTE: Unanimous. Motion passed.

EXHIBIT A

NEGOTIATED PROVISIONS FOR  
PUBLIC USE RIGHT-OF-WAY

It is hereby agreed by and between CURTIS YOUNG BEAR, SR. and the MCKENZIE BAY MARINE CLUB as follows:

SECTION ONE: DESCRIPTION OF REAL PROPERTY

That CURTIS YOUNG BEAR, SR. is the present owner of the following described real property located in Dunn County, North Dakota and which is more particularly described as follows:

SW1/4 of Section 23; NW1/2 NW1/4, E1/2 SE1/4 NW1/4 of Section 26, Township 148 North, Range 92 West, Fifth Principal Meridian, North Dakota, containing 260.0 acres, more or less.

SECTION TWO: PRESENT USE OF ROADWAY

That there presently exists a roadway which crosses the real property described above which has been used by the public for several years for the purpose of access to the McKenzie Bay Recreation Area.

SECTION THREE: PRESENT AGREEMENT

That there is presently in effect a Right-of-Way Agreement to use said roadway for public access to the McKenzie Bay Recreation Area. This agreement expires on December 31, 1994.

SECTION FOUR: CONVEYANCE OF RIGHT-OF-WAY

That the parties hereto agree that in consideration for the payment of money by the McKenzie Bay Marine Club the amount of which is set forth below, Curtis Young Bear, Sr. hereby grants and conveys to the McKenzie Bay Marine Club a right-of-way for public access to the McKenzie Bay Recreation Area.

**SECTION FIVE: LENGTH, WIDTH AND LOCATION OF RIGHT-OF-WAY**

The right-of-way shall be sixty (60') feet in width, approximately two thousand nine hundred seventy (2970') feet in length and shall be located where the present roadway now lies. It is specifically agreed by the parties hereto that the above stated length is an approximation only and that the exact length will be determined after the U. S. Corp of Engineers erects a fence along the property lines.

**SECTION SIX: TERM OF AGREEMENT**

The term of this right-of-way agreement shall be from January 1, 1995 to December 31, 2019.

**SECTION SEVEN: COMPENSATION**

In consideration for the transfer and conveyance of this right-of-way the McKenzie Bay Marine Club shall pay to Curtis Young Bear, Sr. as the annual payments as set forth in Schedule B attached hereto and by this reference made a part hereof.

In September of the years 1999, 2004, 2009 and 2014, the parties hereto, or their respective heirs or representatives shall meet to determine the percent of inflation for the previous five (5) year period. The amount of the annual payment for the following five (5) years shall then be increased by said percentage. It is agreed that in no case shall the percentage of increase be less than fifteen percent.

In order to determine the percent of inflation as required herein, the parties agree to use the same percent of inflation as published for said period by the Bureau of Labor Statistics of the

United States Department of Labor using 1995 as the base period.

SECTION EIGHT: BINDING EFFECT

This agreement shall be binding on the heirs, successors, personal representatives and assigns of the parties hereto.

SECTION NINE: COOPERATION

Each of the parties hereto agree to use their best efforts to secure the approval of this Agreement by the United States Bureau of Indian Affairs and each agrees to abide by all of the terms and conditions as stated on the Right-of-Way Application submitted to said Bureau in connection herewith.

DATED this 18th day of August, 1992.

*Cortis Young Bear, Sr.*  
CORTIS YOUNG BEAR, SR.

MCKENZIE BAY MARINE CLUB  
BY: *Dolph Harris*  
DOLPH HARRIS

ITS: PRESIDENT

WITNESS: *Wallis Lomubon*

WITNESS: *Wallis Lomubon*

SCHEDULE B

<u>YEAR</u>	<u>AMOUNT OF ANNUAL PAYMENT</u>
January 15, 1995	\$2,000.00
January 15, 1996	2,000.00
January 15, 1997	2,000.00
January 15, 1998	2,000.00
January 15, 1999	2,000.00
January 15, 2000	\$2,300.00 or more depending upon the rate of inflation during the previous five (5) year period.
January 15, 2001	Same as year 2000
January 15, 2002	Same as year 2000
January 15, 2003	Same as year 2000
January 15, 2004	Same as year 2000
January 15, 2005	\$2,645.00 or more depending upon the rate of inflation during the previous five (5) year period.
January 15, 2006	Same as year 2005
January 15, 2007	Same as year 2005
January 15, 2008	Same as year 2005
January 15, 2009	Same as year 2005
January 15, 2010	\$3,041.75 or more depending upon the rate of inflation during the previous five (5) year period.
January 15, 2011	Same as year 2010
January 15, 2012	Same as year 2010
January 15, 2013	Same as year 2010
January 15, 2014	Same as year 2010
January 15, 2015	\$3,498.01 or more depending upon the rate of inflation during the previous five (5) year period.
January 15, 2016	Same as year 2015
January 15, 2017	Same as year 2015
January 15, 2018	Same as year 2015
January 15, 2019	Same as year 2015