

Resolution #97- 87 - DSB

**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,** The Three Affiliated Tribes is in need of additional office space due to a increase in Federal, State, and Tribal Programs being administered by the Three Affiliated Tribes; and

**WHEREAS,** A Lease Agreement has been negotiated by the Three Affiliated Tribes and Donald Iverson, Owner Main Lanes, for the rental of office space located in the Main Lanes Building, New Town, ND, effective March 1, 1997; and

**NOW, THEREFORE, BE IT RESOLVED,** The Three Affiliated Tribes Tribal Business Council has reviewed and hereby approves entry into the Attached Lease Agreement between Donald Iverson, Owner Main Lanes, and the Three Affiliated Tribes for rental purposes of additional office space.

**FURTHER, BE IT RESOLVED,** That the Tribal Chairman is hereby authorized and directed to sign the attached Lease Agreement on behalf of the Three Affiliated Tribes.

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 7 members of whom 5 constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 9<sup>th</sup> day of April, 1997; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 3 members, 2 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated the 9<sup>th</sup> day of April, 1997. Daylon Spotted Bear  
Secretary, Tribal Business Council

**ATTEST:**

  
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Chairman, Tribal Business Council

## LEASE AGREEMENT

*March 1, 1997*

THIS AGREEMENT, made and entered into this 1 day of March 1997, by and between Donald Iverson, Main Lanes, New Town, ND, hereinafter referred to as Lessor, and the THREE AFFILIATED TRIBES, hereinafter referred to as Lessee.

1. The Lessor does hereby lease to the Lessee, for one (1) year commencing the 1st day of March, 1997, said space to be used only in connection with the business of the Lessee. The Lessee shall have the option to renew the Agreement herein, provided written notice is given by the Lessee to the Lessor prior to sixty (60) days before the expiration of the Agreement herein.
2. The Lessee hereby agrees that they will pay as rent the sum of Two Hundred Dollars (\$200.00) per office space, per month, payable at the beginning of the respective calendar month.
3. The Lessor agrees that it will furnish heat, air conditioning, and light to the premises herein at no additional cost to the Lessee.
4. The Lessor agrees to maintain and keep the premises herein in good repair, lighting, and heating, except for damage arising from the acts or negligence of the Lessee, its agents or employees, and for the purpose of so maintaining said premises, the Lessor reserves the right to enter upon said premises at reasonable times to make inspections thereof and to make any necessary repairs thereto.
5. The Lessee agrees they will keep leased office space clean by vacuuming carpets and all occupied space in the same condition as it was when rented. If Lessor has to hire any cleaning done, payment for these services will be billed to the Lessee above and beyond rental expense.
6. The premises herein shall not be sublet without the prior written consent of the Lessor.
7. DESTRUCTION OF THE BUILDING: If the building, furnishings, related improvements, or contents shall be totally or partially damaged or destroyed during the term of this lease by fire or other cause, the Lessor shall promptly repair or restore the contents damaged or destroyed to substantially the same condition immediately prior to such casualty. Partial destruction of the premises shall not void this lease, except that the rent to be paid shall be equitably adjusted with regard to such partial destruction, unless such partial destruction interferes with or renders the Lessee incapable of continuing its business operations on the leased premises.
8. The Lessee shall have no right to make alterations and repairs to the premises herein without first having obtained consent, in writing, from the Lessor, and the Lessee, upon termination of this Agreement shall deliver said premises to the Lessor in the same condition existing at the time of entry into this Agreement, reasonable and ordinary wear damages by the elements or by circumstances over which the Lessee has no control being excepted.

9. The Lessor and Lessee shall each have the right to terminate this Agreement at any time by giving at least thirty (30) days notice, in writing, to the other party, and the notice period shall be computed from the date of the mailing thereof.

IN WITNESS WHEREOF, the parties hereby execute this Agreement, effective as of the date first written above.

Donald Iverson

Donald Iverson  
Main Lanes, Owner  
By: Mary Ellen Iverson  
Personal Representative

3-24-97  
Date

Russell D. Mason

Russell D. Mason, Sr. Chairman  
Tribal Business Council  
Three Affiliated Tribes

3/24/97  
Date