

**CROW TRIBAL LEGISLATURE  
MAY 14th 2014 SPECIAL SESSION**

**JOINT ACTION RESOLUTION NO. JAR 14-11**

INTRODUCED BY DARRIN OLD COYOTE, CHAIRMAN  
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE  
CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

**FINAL APPROVAL OF THE ARTICLES OF INCORPORATION FOR THE  
APSAALOOKE CATTLE COMPANY, INC.**

**WHEREAS**, under Article V, Section 2(a) of the Crow Tribal Constitution, the Crow Tribal Legislative Branch of Government (hereinafter "Legislature") has the power and the duty to promulgate and adopt laws, resolutions, ordinances, codes, regulations and guidelines in accordance with the Constitution and federal laws for the governance of the Crow Tribe, providing for the manner of sale disposition, lease or encumbrance of Tribal assets and providing for the licensing of members and non-members for various purposes; and

**WHEREAS**, under Article V, Section 2(c) of the Crow Tribal Constitution, the Legislature has the power and the duty to adopt legislation chartering instrumentalities of the Crow Tribe for the purposes of economic development, housing, education or other purposes not inconsistent with the Tribal Constitution; and

**WHEREAS**, opportunities exist for the Crow Tribe to operate its own high-quality cattle ranching operation to provide employment opportunities for Tribal members and to assist in the realization of the greatest economic returns to the Tribe for its agricultural lands; and

**WHEREAS**, in order to obtain the highest value for the Crow Tribe's land and natural resources, it is necessary and desirable that the Tribe form and operate a corporation for conducting the cattle ranching operations and related business activities in the best interests of the Crow Tribe; and

**NOW THEREFORE, BE IT RESOLVED BY THE LEGISLATURE AND THE  
EXECUTIVE BRANCH OF THE CROW TRIBE IN SPECIAL SESSION:**

**Section 1. Approval of Articles of Incorporation.** The Articles of Incorporation ("Articles") of the Apsaalooke Cattle Company, Inc. ("Company"), attached to this Tribal Resolution and incorporated by reference, are hereby approved. The Tribal Secretary is authorized and directed to file the Company's Articles of Incorporation as a permanent public record of the Crow Tribe.

**Section 2. Tribal Land Dedicated to Company Use.** All lands owned in fee simple absolute by the Crow Tribe which are located in the Arrow Creek District approximately ten

miles east of the town of Pryor along and near East Pryor Creek, and which altogether are commonly known as the "East Pryor Ranch" are hereby designated as a matter of Crow tribal law for the use and benefit of the Company in accordance with its corporate purposes as provided in the Articles. All such lands are legally described as follows:

**[SEE ATTACHED LEGAL DESCRIPTIONS]**

Provided that, enrolled members of the Crow Tribe shall maintain full rights and privileges to enter upon and use such lands in a manner consistent with Crow tribal law, including this Tribal Resolution. Provided further that, any additional Crow tribal lands to be designated for the use and benefit of the Company shall only be as established by future Tribal Joint Action Resolution which declares owner's use pursuant to Article II of the 1868 Fort Laramie Treaty.

**Section 3. Use of Crow Tribal Seal.** The Company shall be authorized to utilize the Crow Tribal Seal for all such corporate business purposes as identified in the Articles, provided that the Company shall not misrepresent to any person or entity that it is a part of the Crow Tribal Government and, further, all uses of the Crow Tribal Seal shall indicate that the Company is a "Wholly-Owned For-Profit Business of the Crow Tribe."

**Section 4. Official Livestock Brand.** The official livestock brand of the Company shall be "CRO," and no other person or entity shall be authorized to use or register the Company brand on the Crow Indian Reservation.

**Section 5. Effective Date.** This Tribal Resolution, including the Articles, shall be effective immediately upon being duly adopted by the Legislature and approved by the Chairman of the Executive Branch.

**[Remainder of Page Left Blank Intentionally]**

### CERTIFICATION

I hereby certify that this Joint Action Resolution titled **FINAL APPROVAL OF THE ARTICLES OF INCORPORATION FOR THE APSAALOOKE CATTLE COMPANY, INC.** was duly approved by the Crow Tribal Legislature with a vote of 16 in favor, 0 opposed, and 0 abstained and that a quorum was present on this 14th day of May, 2014.



Sen. R. Knute Old Crow, Sr.  
Speaker of the House  
Crow Tribal Legislature

ATTEST:



Sen. Gordon Real Bird, Jr.  
Secretary  
Crow Tribal Legislature



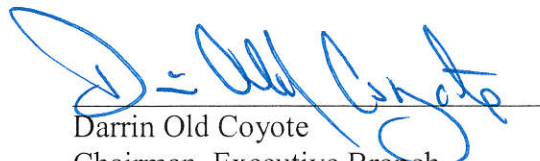
### EXECUTIVE ACTION

I hereby:

X approve

\_\_\_\_\_ veto

This Joint Action Resolution titled **FINAL APPROVAL OF THE ARTICLES OF INCORPORATION FOR THE APSAALOOKE CATTLE COMPANY, INC.** pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 of the Crow Tribal Constitution on this 21 day of May, 2014.



Darrin Old Coyote  
Chairman, Executive Branch  
Crow Tribe of Indians

**JAR - FINAL APPROVAL OF THE ARTICLES OF INCORPORATION FOR THE  
APSAALOOKE CATTLE COMPANY, INC.**

**Bill or Resolution:** JAR14-11 **Introduced by:** Chairman Darrin Old Coyote **Date of Vote:** May14, 2014  
**Number**

<u>Representative:</u>	<b>Yes</b>	<b>No</b>	<b>Abstained</b>
G. Three Irons	<u>X</u>	<u>          </u>	<u>          </u>
B. Rogers	<u>X</u>	<u>          </u>	<u>          </u>
C. J. Stewart	<u>X</u>	<u>          </u>	<u>          </u>
P. Hill	<u>X</u>	<u>          </u>	<u>          </u>
E. Birdinground	<u>X</u>	<u>          </u>	<u>          </u>
A.Coyote-Runs, Sr.	<u>          </u>	<u>          </u>	<u>          </u>
V. Nomee	<u>          </u>	<u>          </u>	<u>          </u>
T. Gros Ventre	<u>X</u>	<u>          </u>	<u>          </u>
P. Alden, Jr.	<u>X</u>	<u>          </u>	<u>          </u>
V. Crooked Arm	<u>X</u>	<u>          </u>	<u>          </u>
P. Spotted Horse, Sr.	<u>X</u>	<u>          </u>	<u>          </u>
L. DeCrane	<u>X</u>	<u>          </u>	<u>          </u>
C. Goes Ahead	<u>X</u>	<u>          </u>	<u>          </u>
B. Hugs	<u>X</u>	<u>          </u>	<u>          </u>
B. Good Luck	<u>X</u>	<u>          </u>	<u>          </u>
G. Stewart	<u>X</u>	<u>          </u>	<u>          </u>
G. Real Bird, Jr. <i>Secretary of the House</i>	<u>X</u>	<u>          </u>	<u>          </u>
R. Old Crow, Sr. <i>Speaker of the House</i>	<u>X</u>	<u>          </u>	<u>          </u>
<b>Totals:</b>	<u>16</u>	<u>0</u>	<u>0</u>


Result of Vote:

**Passed**


**Not Passed**

**Tabled**

**Veto-Override**

  
Senator R. Knute Old Crow, Sr.  
Speaker of the House

5/14/14  
Date

  
Senator Gordon Real Bird, Jr.  
Secretary of the House

5/19/14  
Date



**APSAALOOKE CATTLE COMPANY, INC.  
A For Profit Tribally-Owned Corporation**

**ARTICLES OF INCORPORATION**

The Crow Tribe of Indians, a federally-recognized treaty tribe, pursuant to its inherent sovereign powers and pursuant to Crow Tribal Joint Action Resolution No. 14-11, approved on May 21st, 2014, hereby authorizes and charters the Apsaalooke Cattle Company, Inc. as a for profit tribally-owned corporation pursuant to these Articles of Incorporation (hereinafter "Articles").

**ARTICLE I.  
NAME.**

The name of the Corporation is Apsaalooke Cattle Company, Inc. (hereinafter "Corporation").

**ARTICLE II.  
PERIOD OF EXISTENCE.**

The period of existence of the Corporation is perpetual.

**ARTICLE III.  
CORPORATE PURPOSES AND POWERS.**

The purposes for which the Corporation is organized are to engage in any lawful business or activity associated with cattle ranching and associated farming. Such purposes are intended to provide economic development for the Crow Tribe and its members, to raise the standard of living and education for tribal members, and to obtain the highest value possible for the Tribe's natural resources.

In addition to the other powers, privileges and immunities set forth in these Articles, and subject to any limitations in any Crow tribal law or in these Articles, the Corporation by and through the Board of Directors has the following powers:

- (a) To draft bylaws for final approval by the Acting Shareholder Committee, not inconsistent with these Articles or the laws of the Crow Tribe, for managing the



business and regulating the affairs of the Corporation, including but not limited to a conflict of interest policy for the Board of Directors;

(b) To operate for corporate purposes all such lands owned by the Crow Tribe as may be designated by tribal law for such use and to hold leasehold interests in any lands located on the Crow Indian Reservation and the 1904 Ceded Strip. Provided that, the Corporation shall not have authority to lease, sublease, assign, mortgage, pledge, sell, convey, or otherwise encumber any right, title, or interest in any real property;

(c) To sell, convey, mortgage, pledge, lease, exchange and otherwise dispose of all or any part of its personal property subject to the limitations set forth in these Articles or the law of the Tribe;

(d) To make contracts and guarantees, incur liabilities, borrow money, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of any of its personal property, franchises or income;

(e) To lend money, invest and reinvest its funds and receive and hold personal property as security for repayment;

(f) To appoint officers, employees and agents of the Corporation, define their duties and fix their compensation;

(g) To pay pensions and establish pension plans, pension trusts and benefit or incentive plans for any or all of its current or former directors, officers, employees and agents;

(h) To transact any lawful business that will aid corporate and tribal policies;

(i) To make payments or donations, or do any other act, not inconsistent with the law of the Tribe, that furthers the business and affairs of the Corporation.

#### **ARTICLE IV. PRIVILEGES & IMMUNITIES.**

The Corporation shall be considered an instrumentality of the Crow Tribe, created for carrying out authorities and responsibilities of the Tribe for economic development and the advancement of Crow tribal members. Accordingly, the Crow Tribe hereby confers on the Corporation, its directors, officers and employees, all of the Tribe's rights, privileges and immunities, including but not limited to immunities from Federal, state, and local taxes, regulation and jurisdiction, and sovereign immunity from suit in Federal, state and tribal courts to the same extent that the Crow Tribe would have such rights, privileges and immunities if it engaged in the activities undertaken by the Corporation.

The Corporation shall have the power to sue and shall be authorized to consent to be sued in any court of competent jurisdiction within the State of Montana, and to submit to binding

arbitration in Montana, for contract purposes directly associated with the Corporation's business; *provided*, however, that any Corporation contract which contains a consent to suit shall be subject to final approval by the Acting Shareholder Committee; and *provided further*, that: (a) consent to suit by the Corporation shall in no way extend to any action against the Crow Tribe, or constitute any waiver whatsoever of the Crow Tribe's sovereign immunity from suit; and (b) any recovery against the Corporation shall be limited to the assets of the Corporation, and no recourse shall be had against any assets or of the Crow Tribe in order to satisfy any obligation of or judgment against the Corporation. The Corporation's sovereign immunity shall not extend to legal actions by the Acting Shareholder Committee as authorized in these Articles or other tribal law.

#### **ARTICLE V. REGISTERED AGENT.**

The Corporation shall be a resident of and maintain its headquarters on the Crow Indian Reservation.

The street address of the corporation's registered office is [address to be determined by the Board], Crow Agency, Montana, and the name of its initial registered agent at that address is [to be determined by the Board].

#### **ARTICLE VI. BOARD OF DIRECTORS.**

The Board of Directors of the Corporation (hereinafter "Board") shall consist of six (6) members representing each of the Districts of the Crow Indian Reservation and one (1) non-voting tribal elder for cultural and spiritual guidance, selected by the Crow Tribe, by and through the Tribal Government, to serve fixed, staggered 4-year terms as follows:

(a) **Qualifications**. Directors of the Corporation must be at least thirty (30) years of age, possess a high school diploma or a General Equivalency Diploma, and have no felony convictions. All of the Directors shall be enrolled members of the Crow Tribe and shall have substantial business, financial or industry experience. Directors may not be employees or elected officials of the Crow Tribe, United States, or any state or local government.

(b) **Appointment**. Persons meeting the qualifications in section (a) above shall be appointed by the Chairman of the Executive Branch within thirty (30) days of a vacancy and subject to confirmation by majority vote of the Tribal Legislature, at a special meeting called for that purpose (which may but need not be during a regular session of the Legislature) within thirty (30) days after the Chairman's appointment.

(c) **Meetings**. The Board shall conduct meetings in accordance such rules as provided for in the bylaws. A quorum shall consist of at least four (4) Directors with voting power.

(d) **Initial Compensation.** Directors shall be paid two-hundred dollars (\$200) per month for each month in which a meeting takes place.

(e) **Resignation and Removal.** Any Director may resign from office at any time by notifying the Corporation in writing, and such resignation shall take effect immediately without need of formal acceptance. A Director may be removed, for cause, by a two-thirds vote of the Tribal Legislature.

(f) **Initial Board.** The initial Board shall consist of the following individuals:

1. Gordon Real Bird, Sr., Mighty Few District, initial 4-year term
2. Dennis Beaumont, Arrow Creek District, initial 4-year term
3. Joe White Clay, Black Lodge District, initial 4-year term
4. Solon Moccasin, Center Lodge District, initial 4-year term
5. Arnie Bends, Lodge Grass District, initial 3-year term
6. Elias Hugs, Big Horn District, initial 3-year term
7. Newton Old Crow, Sr., at-large tribal elder, 4-year term

#### **ARTICLE VII. DISTRIBUTIONS OF INCOME TO THE CROW TRIBE AND FINANCIAL REPORTING REQUIREMENTS.**

Any and all distributions of income to the Crow Tribe must be as provided in a duly-adopted Crow Tribal Budget, and shall be identified in the Tribal Budget as "Cattle Company Dividend Payment." Provided that, except as expressly provided herein, these Articles shall not be construed as requiring any portion or aspect of the Corporation finances to be subject to the Crow Tribal Budget.

The Corporation shall be required to provide a complete financial report on corporate finances to the Legislature and Tribal Secretary on or about the first day of each January quarterly session and a full, external audit of corporate finances to the Legislature and Tribal Secretary on or about the first day of each July quarterly session. All documents associated with any funds within the control of the Corporation shall at all times be open to inspection and copy by the Acting Shareholder Committee as established in the Articles of Incorporation.

#### **ARTICLE VIII. CROW TRIBE AS SHAREHOLDER; ACTING SHAREHOLDER COMMITTEE.**

The Crow Tribe shall be the sole and exclusive shareholder of the Corporation. No issuance of share certificates shall be authorized and no ownership in the Corporation may be held by any person or entity other than the Crow Tribe. The Crow Tribe, as shareholder, shall be represented by the Acting Shareholder Committee, which shall be, ex officio, the Chairman of the Executive Branch, Vice-Chairman of the Executive Branch, Tribal CEO, Chairman of the Legislative Branch Natural Resources Committee, and Chairman of the Legislative Branch Economic Development Committee. The members of the Shareholder Committee may



delegate their authority, in writing, for specific periods of time in accordance with applicable tribal law.

(a) **Final Approval by Acting Shareholder Committee.** The Board shall require final approval by the Acting Shareholder Committee for each of the following actions:

1. Promulgation of corporate bylaws;
2. To issue corporate bonds or debt notes or otherwise borrow money;
3. To authorize the formation of any subsidiary business entity or to enter into any partnership; and
4. To authorize the Corporation's consent to suit in contracts.

(b) **Specific Authorities of Acting Shareholder Committee.** The Acting Shareholder Committee shall have the exclusive corporate authority for each of the following actions:

1. To file civil actions, including for declaratory and injunctive relief, quo warranto or mandamus petition in Crow Tribal Court against any officer, agent, or employee of the Corporation in order to enjoin ultra vires acts or enforce these Articles or other tribal law;
2. To manage all of the business and affairs of the Corporation in the event that the Board, due to absence, unavailability or ongoing voting deadlock, cannot conduct business. Provided that such management authority shall only last during such time as the absence, unavailability or deadlock exists; and
3. To make adjustments to the compensation available to Board of Directors.

All decisions by the Acting Shareholders shall be by majority vote and done in accordance with applicable tribal law.

## **ARTICLE IX. REGULATION UNDER TRIBAL CORPORATION CODE.**

The Corporation shall be subject to all Crow tribal laws which specifically govern tribally-owned corporations, as provided in Title 18 of the Crow Law and Order Code.

## **ARTICLE X. AMENDMENTS.**

These Articles shall only be subject to amendment through duly-adopted legislation by the Crow Tribal Legislature or the Crow Tribal General Council.

**ARTICLE XI.  
DISSOLUTION.**

The Corporation shall only be dissolved by legislative act. Under no circumstances may the Corporation be administratively dissolved.

**ARTICLE XII.  
INCORPORATOR.**

The name and address of the Incorporator of the Corporation is

Alvin Not Afraid, Jr.  
Crow Tribal Secretary  
P.O. Box 159  
Crow Agency, Montana 59022

***IN WITNESS WHEREOF***, these Articles have been executed by the Incorporator on  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
Alvin Not Afraid, Jr., Tribal Secretary  
Incorporator

WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned,

PRYOR LAND CO., a Montana corporation, also known as Pryor Land Company,

hereby grants unto

THE CROW TRIBE OF INDIANS, with mailing address at  
P. O. Box 159  
Crow Agency, Montana 59022 ("Grantee"),

real property in Big Horn County and Yellowstone County, Montana, described on the attached Exhibit "A".

TO HAVE AND TO HOLD unto the Grantee, and to its successors and assigns, forever,  
SUBJECT TO THE FOLLOWING EXCEPTIONS:

- (a) Reservations and exceptions in patents from the United States and or the State of Montana, or in the Acts authorizing issuance thereof.
- (b) Existing easements and rights-of-way, whether recorded or unrecorded.
- (c) Mineral and royalty reservations and conveyances of record, oil, gas, and mineral leases of record, and unpatented mining claims, if any.
- (d) Taxes and assessments for 1999 and subsequent years.
- (e) Building, use, zoning, sanitary and environmental restrictions.
- (f) Rights of the public in roads, highways and waterways.
- (g) All rights, covenants, conditions, agreements and restrictions contained or referred to in any instruments of record.
- (h) Any lack of access to any portion of the property.
- (i) Any existing crop share or other leases.
- (j) Water rights, ditch rights or claims to water.
- (k) Title to land heretofore, now or hereafter comprising the bed or banks of any stream, river or other body of water.
- (l) Any right of the public in and to access and recreation which exist or may be claimed to exist over, along, across, or with respect to that portion of the above-described property included within the bed and banks of any stream, river or other body of water, and any portage rights associated therewith.
- (m) Any change in the above-described property or title thereto and any loss occasioned by or through avulsion, alluvion, accretion, reliction, dereliction, erosion or other change in the course or location of streams, rivers or other bodies of water.

- (m) The effect, if any, of Section 2 of the Act of the United States Congress of June 3, 1920 (41 Stat. 751), as amended;
- (n) Rights of eminent domain, rights of police power, and any law, ordinance, or regulation which may be exercised or enacted by any Indian Tribe or nation;
- (o) Any matter reflected in the records of the Bureau of Indian Affairs Land Title and Record Office or in any records or files otherwise maintained or controlled by the Bureau of Indian Affairs;
- (p) The terms of the Contract to Buy and Sell Real Estate, as amended, entered into between Pryor Land Co. and the Crow Tribe of Indians;
- (r) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which an inspection of the land and or a correct survey would disclose, and which are otherwise not shown by public records.

Except with reference to the items referred to in paragraphs (a) through (r) inclusive, this deed is given with the usual covenants expressed in Section 30-11-110, MCA.

DATED: January 13, 2000 ~~1999~~ ETC

PRYOR LAND CO., a Montana corporation

By: Eugene H. Veenhuis  
Its: President

STATE OF Montana )  
County of Billings ) ss:

This instrument was acknowledged before me on Jan. 13 ~~1999~~ 2000 by  
Eugene H. Veenhuis  
[Name(s) of Person(s)]  
as President  
[Type of Authority, e.g., officer, trustee, partner, attorney-in-fact]  
of PRYOR LAND CO., a Montana corporation, also known as Pryor Land Company.

NOTARY PUBLIC  
Residing at Billings, Montana  
COMMISSION EXPIRES 2003  
(SEAL)

THOMAS L. LEE  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

FEB 03 2000

11:15 A

Eugene H. Veenhuis



EXHIBIT "A"YELLOWSTONE COUNTY, MONTANATownship 4 South, Range 27 East, P.M.M. 0631

Section 12: S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 16: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 24: E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 4 South, Range 28 East, P.M.M. 0635

Section 2: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 3: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 10: E $\frac{1}{2}$   
 Section 11: W $\frac{1}{2}$

BIG HORN COUNTY, MONTANA:Township 4 South, Range 27 East, P.M.M. 0631

Section 29: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , W $\frac{1}{2}$ W $\frac{1}{2}$   
 Section 30: W $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 31: Lots 6, 7, 8, W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 4 South, Range 28 East, P.M.M. 0633

Section 14: W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$   
 Section 15: E $\frac{1}{2}$ , E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$   
 Section 19: Lot 7, NE $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 20: All  
 Section 21: All  
 Section 22: N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 23: NW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Section 27: NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$   
 Section 28: All  
 Section 29: All  
 Section 30: E $\frac{1}{2}$ , SW $\frac{1}{4}$   
 Section 31: Lots 7, 8, S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$   
 Section 32: Lots 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 33: All  
 Section 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$



After recording return to:  
Sam Painter  
303 N. Broadway  
Suite 616  
Billings, MT 59101  
361-6773

BOOK 53 PAGE 66

321853

WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which I acknowledge I have  
unlensed.

JERENE BLOCK

hereby grants unto

THE CROW TRIBE OF INDIANS, with mailing address at  
P. O. Box 159  
Crow Agency, Montana 59022 ("Grantee").

real property in Big Horn County and Yellowstone County, Montana, described on the attached Exhibit  
"A".

TO HAVE AND TO HOLD unto the Grantee, and to its successors and assigns, forever,  
SUBJECT TO THE FOLLOWING EXCEPTIONS:

- (a) Reservations and exceptions in patents from the United States and/or the State of Montana, or in the Acts authorizing issuance thereof.
- (b) Existing easements and rights-of-way, whether recorded or unrecorded.
- (c) Mineral and royalty reservations and conveyances of record, oil, gas, and mineral leases of record, and unpatented mining claims, if any.
- (d) Taxes and assessments for 1999 and subsequent years.
- (e) Building, use, zoning, sanitary and environmental restrictions.
- (f) Rights of the public in roads, highways and waterways.
- (g) All rights, covenants, conditions, agreements and restrictions contained or referred to in any instruments of record.
- (h) Any lack of access to any portion of the property.
- (i) Any existing crop share or other leases.
- (j) Water rights, ditch rights or claims to water.
- (k) Title to land heretofore, now or hereafter comprising the bed or banks of any stream, river or other body of water.
- (l) Any right of the public in and to access and recreation which exist or may be claimed to exist over, along, across, or with respect to that portion of the above-described property included within the bed and banks of any stream, river or other body of water, and any portage rights associated therewith.
- (m) Any change in the above-described property or title thereto and any loss occasioned by or through avulsion, alluvion, accretion, reliction, dereliction, erosion or other change in the course or location of streams, rivers or other bodies of water.
- (n) The effect, if any, of Section 2 of the Act of the United States Congress of June 4,

1920 (41 Stat. 7) is amended:

- (o) Rights of eminent domain, rights of police power, and any laws, ordinances or regulation which may be exercised or enacted by any Indian Tribe or Nation;
- (p) Any matter reflected in the records of the Bureau of Indian Affairs Land Title and Record Office or in any records or files otherwise maintained or controlled by the Bureau of Indian Affairs;
- (q) The terms of the Contract to Buy and Sell Real Estate, as amended, entered into between Pryor Land Co. and the Crow Tribe of Indians;
- (r) Discrepancies, conflicts in boundary lines, shortage in acreage, encroachments, or any other matters which an inspection of the land and/or a correct survey would disclose, and which are otherwise not shown by public records.

Except with reference to the items referred to in paragraphs (a) through (r) inclusive, this deed is given with the usual covenants expressed in Section 50-11-110, MCA.

DATED: 12-30-99, 1999.

JERENE BLOCK

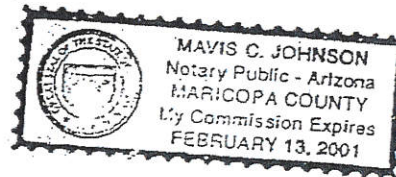
*Jerene Block*

STATE OF Arizona )  
County of Maricopa ) ss:

This instrument was acknowledged before me on 12/30, 1999, by JERENE BLOCK.

*Mavis C. Johnson*  
Notary Public for the State of Arizona  
Residing at Mesa, Arizona  
My commission expires: February 13, 2001

(SEAL)



321553

BOOK 53 PAGE 68

EXHIBIT "A"

YELLOWSTONE COUNTY, MONTANA

Township 4 South, Range 27 East, P.M.M. 0631

Section 16: SW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ ,  
NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 17: NE $\frac{1}{4}$ , SW $\frac{1}{4}$

BIG HORN COUNTY, MONTANA:

Township 4 South, Range 27 East, P.M.M. 0631

Section 27: NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 32: SE $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 33: W $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$   
Section 34: W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$

STATE OF MONTANA  
COUNTY OF

FEB 03 2000

11:20

A

BOOK 53 PAGE 66-69

*Gary S. Myer*

24.00

1st MONTANA Title Co.  
204 N. 29th Street  
Billings, MT. 59101

121553

STATE OF MONTANA  
County of Liberty  
In and for the County of Liberty  
do hereby certify that  
the within and foregoing  
is a true and correct  
copy of the original  
as the same appears  
from the records of  
the County of Liberty  
this 8th day of Feb  
1934  
3080276  
A.D. 1934  
By Tony  
County Clerk  
By Lesley Corcoran



53 60

WARRANTY DEED

FOR AVAILABLE CONSIDERATION

JAMES D. A. JENSEN

hereto grants unto

THE CROW TRIBE OF INDIANS, a Montana address at  
P. O. Box 159  
Crow Agency, Montana 59022 ("Grantee"),

real property in Big Horn County, Montana, described on the attached Exhibit "A"

TO HAVE AND TO HOLD unto the Grantee, and to its successors and assigns forever,  
SUBJECT TO THE FOLLOWING EXCEPTIONS:

- (a) Reservations and exceptions in patents from the United States and/or the State of Montana, or in the Acts authorizing issuance thereof;
- (b) Existing easements and rights-of-way, whether recorded or unrecorded;
- (c) Mineral and royalty reservations and conveyances of record, oil, gas, and mineral leases of record, and unpatented mining claims, if any;
- (d) Taxes and assessments for 1999 and subsequent years;
- (e) Building, use, zoning, sanitary and environmental restrictions;
- (f) Rights of the public in roads, highways and waterways;
- (g) All rights, covenants, conditions, agreements and restrictions contained or referred to in any instruments of record;
- (h) Any lack of access to any portion of the property;
- (i) Any existing crop share or other leases;
- (j) Water rights, ditch rights or claims to water;
- (k) Title to land heretofore, now or hereafter comprising the bed or banks of any stream, river or other body of water;
- (l) Any right of the public in and to access and recreation which exist or may be claimed to exist over, along, across, or with respect to that portion of the above-described property included within the bed and banks of any stream, river or other body of water, and any portage rights associated therewith;
- (m) Any change in the above-described property or title thereto and any loss occasioned by or through avulsion, alluvion, accretion, reliction, dereliction, erosion or other change in the course or location of streams, rivers or other bodies of water;
- (n) The effect, if any, of Section 2 of the Act of the United States Congress of June 4, 1920 (41 Stat. 751), as amended.



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- (ii) Any matter reflected in the records of the Public Land Office, or in any records in the possession of the Bureau of Indian Affairs.
- (iii) The terms of the contract to Buy and Sell Real Estate, as amended, entered into between Pryor Land Co. and the Crow Tribe of Indians.
- (iv) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which an inspection of the land and of a correct survey would disclose, and which are otherwise not shown by public records.

Except with reference to the items referred to in paragraphs (ii) through (iv) inclusive, this deed is given with the usual covenants expressed in Section 50-11-10, M.C.A.

DATED: December 31st, 1999.

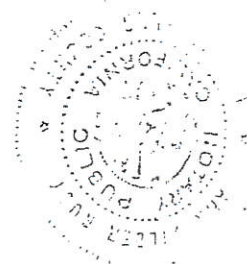
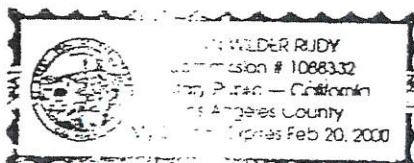
*Jamie D. Veenhuis*  
JAMIE D. VEENHUIS

STATE OF California )  
County of Los Angeles ) ss:

This instrument was acknowledged before me on December 31, 1999, by JAMIE D. VEENHUIS.

*Ann Wilder Rudy*  
Notary Public for the State of California  
Residing at 6475 Sycamore Meadows Malibu CA.  
My commission expires February 20, 2000

(SEAL)



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321551

EXHIBIT "A"

BIG HORN COUNTY, MONTANA

Township 5 South, Range 28 East, PALM 0542

22-1542-04-2-21-21

Section 4. Lots 2, 3, 4, S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> W<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>

STATE

COUNTY

TOWNSHIP

FEB 23 2007

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A

53<sup>MF</sup> II

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*[Signature]*

JE

1ST MONTANA TITLE

204 N. 27th St.

Billings MT

52101