

RESOLUTION NO. 74-1-25

WHEREAS, The Reliance Construction Company of Box 688, Sheboygan, Wisconsin, has made application for a sand removal permit, and

WHEREAS, it is estimated that 173,000 cubic yards of sand will be removed at 25¢ per cubic yard from the pit area described as follows:

The North 400 ft. of the East 668 ft. of the West 35 acres within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 36, T. 24N., R. 19E., 4th P.M., Wis., and 4 acres in the SE corner of Lot 17, Sec. 36, T. 24N., R. 19E., 4th P.M., Wisconsin (Brown County), containing 10.1 acres, more or less, and

WHEREAS, the Reliance Construction Company has agreed to post a Ten (\$10,000) Dollar Performance Bond and to submit monthly statements on the amount removed with a certified check or money order covering this amount by the 25th day of each month, to the Field Representative, Bureau of Indian Affairs, Oneida, Wisconsin, and

THEREFORE, BE IT RESOLVED, that the Oneida Business Committee in Special session assembled hereby approves this sand removal permit and transaction and requests the Superintendent, Great Lakes Agency to draft the necessary documents, and

BE IT FURTHER RESOLVED, that the chairman and secretary of the Oneida Business Committee are hereby authorized to sign for and in behalf of the Oneida Band.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members, constituting a quorum, were present at a meeting duly called, noticed, and held on the 25 day of January, 1974; that the foregoing resolution was duly adopted by a vote of 5 members for, 0 members against; 0 members not voting at said meeting; and that said resolution has not been rescinded or amended in any way.

Margaret Doxtater
Secretary
Oneida Business Committee

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

Great Lakes AGENCY

Ashland, Wisconsin 54806

SAND, GRAVEL, PUMICE, BUILDING STONE PERMIT

THIS AGREEMENT, made and entered into this day of, 1974, by and between the Oneida Tribe of Wisconsin, party of the first part, hereinafter called Permitter, whose address is Oneida, Wisconsin, and Reliance Construction Company, whose address is Box 688, Sheboygan, Wis., party of the second part, hereinafter called Permittee.

1. In consideration of the sum of One (Waived) Dollars (\$1.00), paid to N/A, the receipt of which is hereby acknowledged, and the covenants, stipulations, and conditions hereinafter contained, it is agreed:

(a) Permitter hereby grants the Permittee, subject to limitations hereinafter stated, a non-exclusive ~~exclusive~~ right for a period ending January 26, 1975, to remove sand, gravel, pumice, building stone,* from the following-described lands of Permitter, subject to valid existing rights, consisting of 10.1 acres, more or less, to wit:

The North 400 ft. of the East 668 ft. of the West 35 acres within the
SE 1/4 SW 1/4 Sec. 36, T. 24N., R. 19E., 4th P.M., Wisconsin, and 4 acres in the
SE corner of Lot 17, Sec. 36, T. 24N., R. 19E., 4th P.M., Wisconsin - Brown
County.

An estimated 173,000 cu. yds. of sand fill @ \$.25 per cubic yard.

*Strike out words not applicable.

2. In consideration of the foregoing, the Permittee hereby agrees:

(a) *Royalty*.—To pay, or cause to be paid to the Superintendent for the use and benefit of the Permitter, the sum of twenty-five ^(25c) cents per cubic yard for all sand fill removed from the premises.

(b) *Minimum Royalty*.—To pay, or cause to be paid, to the Superintendent for the use and benefit of the Permitter, in advance, beginning with the date of approval of the permit, as annual minimum royalty, the sum of Waived Dollars

(\$ N/A), and thereafter pay on each anniversary date of the permit, the sum of

N/A Dollars (\$.....); it being understood and agreed that said sum so paid shall be a credit on the royalties accruing during the year for which the payment of annual minimum royalty is made, and that said annual minimum royalty when paid shall not be refunded to the Permittee because of any subsequent surrender or cancellation hereof.

(c) *Accounts*.—To keep an accurate account of all mining operations, showing the sales, prices, dates, purchasers, and the whole amount of sand mined, the amount removed, and the gross receipts derived therefrom, and to furnish the Superintendent sworn monthly reports thereon not later than the 25th of the succeeding month; Permittee's accounts to be at all times available and open to inspection by any duly authorized officer or agent of the Secretary of the Interior during the entire term of this permit, and for 6 months thereafter.

(d) *Payment*.—That as soon as the amounts due for sand fill removed hereunder, calculated at the rate of twenty-five ^(25c) cents per cubic yard, shall exceed the minimum royalty payment provided in section 2 (b) herein, each of the monthly statements called for in the preceding section shall be accompanied by a check or bank draft on a solvent bank payable to the Superintendent for the amount due for sand fill removed.

3. *Disposition of Minerals and Surface*.—The Permitter expressly reserves the right to use, lease, sell, or otherwise dispose of the minerals not covered by this permit and the surface of the lands embraced within this permit under existing laws or laws hereafter enacted. If nonexclusive right is granted to the Permittee, the Permitter reserves the right to grant additional permits to remove

sand fill from the lands described herein. Such disposition and use shall be subject at all times to the prior right of the Permittee herein to the use of so much of said surface as is necessary

in the extraction and removal of sand fill from the lands herein described in accordance with this permit.

4. *Diligence*.—The Permittee shall exercise diligence in the conduct of mining operations and the land described herein shall not be held by the Permittee for speculative purposes, but in good faith for

mining the minerals specified and shall begin operations within two months and shall continue production thereafter. Failure by the Permittee in diligent development and continued operation, except when operations may be interrupted by strikes, the elements, or casualties not attributable to the Permittee, shall be held as a want of compliance with the purposes of this permit and shall render it subject to cancellation: *Provided*, That whenever the Secretary or his authorized representative shall consider the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he may deem advisable, but such action will not release the Permittee from the payment of the advance annual minimum royalty. The payment of said sum does not relieve the Permittee of the responsibility of diligent development and continued operation.

5. *Prevention of Damage.*—The Permittee shall conduct all operations authorized in this permit with due regard to preventing unnecessary damages to vegetation, timber, soil, roads, bridges, cattle-guards, fences, and other improvements, and on termination of operations under this permit, shall make provisions for conservation and protection of the property and leave all of the areas on which the Permittee has worked in a condition that will not be hazardous to life or limb, and will be to the satisfaction of the Superintendent. All damages shall be repaired or paid for at appraised value.

6. *Liquor.*—The Permittee further agrees that it will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking, or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the Permittee or with his knowledge, shall render this permit voidable at the option of the Superintendent.

7. *Assignment.*—The Permittee agrees not to assign the Permit or any interest therein by an operating agreement or otherwise, nor to sublet any portion of the permitted premises, except with the approval of the Secretary of the Interior or his authorized representative.

8. *Regulations.*—The Permittee agrees to abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such permits: *Provided*, That no regulation hereafter approved shall effect a change in the rate of royalty without the written consent of the parties to this permit.

9. *Inspection.*—The Permittee agrees that the permitted premises and producing operations, improvements, machinery, and fixtures thereon and connected therewith shall be open at all times for inspection by any duly authorized officer or agent of the Secretary of the Interior.

10. *Surrender and Termination.*—The Permittee may, at any time, during the time hereof, surrender this permit in writing upon the performance of all the Permittee's obligations hereunder, upon the payment of \$5 and upon a showing satisfactory to the Secretary of the Interior or his authorized representative, that full provision has been made for the conservation and protection of the property. If this permit has been recorded, Permittee shall file a recorded release with its application for surrender.

11. *Bond.*—Before this permit shall become effective, Permittee shall furnish to the Superintendent of the Great Lakes Agency, Ashland, Wisconsin 54806, an acceptable surety bond in the amount of Ten Thousand - - - - - Dollars (\$ 10,000.00).

12. *Cancellation and Forfeiture.*—When, in the opinion of the Secretary of the Interior or his authorized representative, there has been a violation of any of the terms and conditions of this permit, or the applicable regulations, the Secretary or his authorized representative shall have the right at any time after 30 days' notice to the Permittee specifying the violations, and after a hearing if the Permittee shall so request within 30 days of receipt of notice, to declare this permit null and void.

Additional Provisions:

1. **Restoration of Pit Area** - The Permittee hereby agrees to restore the pit area to an acceptable condition so that it will not present a hazard to the public or livestock in the area. All top soil shall be stock piled prior to excavation and shall be returned to the pit area and seeded after the excavation is complete to prevent erosion.
2. The engineer for the permittee shall cross section the pit area prior to excavation operations and after the topsoil has been replaced, compute the volume removed and submit to Bill D. Bolin, Field Repr., Oneida, Wis. A similar cross section will be performed by agents of the permitter to insure validity and accuracy of the computations. If any appreciable difference in volume is reflected by the two cross sections, then the accuracy of each will be verified by each agent and the volume determined by averaging the two.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

Two witnesses to execution by Permitter:

Bessie Bolser
6315 Lida Lane
P. O. Green Bay, Wis. 54304

Amelia Cornelia
Rt 4, De Pere
P. O. Wis. 54115

Samuel Fowler
Chairman (Permitter)
Margaret Doptate
Secretary

RELIANCE CONSTRUCTION COMPANY

By R. D. Miller, Vice Pres
(Permittee)

Two witnesses to execution by Permittee:

Bessie Bolser
6315 Lida Lane
P. O. Green Bay, Wis. 54304

Amelia Cornelia
Rt 4, De Pere
P. O. Wis. 54115

The within permit is approved.

January 30, 1974
Edmund Handwerker
Acting Superintendent, Quit Agency.