

SETTLEMENT AGREEMENT BETWEEN THE CROW TRIBE  
OF INDIANS AND THE UNITED STATES TO RESOLVE THE  
107TH MERIDIAN BOUNDARY DISPUTE

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This Settlement Agreement is entered into this 28<sup>th</sup> day of November, 1994 between the Crow Tribe of Indians (Tribe) pursuant to the powers and authorities set forth in the Crow Tribe's Constitution, and the United States of America (United States), acting through the Secretary of the Interior (Secretary).

RECITALS

WHEREAS, under the Fort Laramie Treaty of 1868, (15 Stat. 649), the eastern boundary of the Crow Indian Reservation was established as the 107th Meridian for approximately 90 miles from the Yellowstone River to the boundary between Montana and Wyoming; and

WHEREAS, under an 1884 Executive Order, the western boundary of the Northern Cheyenne Indian Reservation was established as the 107th Meridian. The 107th Meridian was intended to be the common boundary between the Crow and Northern Cheyenne Indian Reservations for approximately 25 miles; and

WHEREAS, under a 1900 Executive Order, later ratified by Congress in 1926, the common boundary between the Crow and Northern Cheyenne Reservations became the eastern boundary of the Crow Reservation; and

WHEREAS, from 1889 through 1891, a survey was conducted of the eastern boundary of the Crow Reservation; and

WHEREAS, the 1891 survey line strayed to the west creating a

strip of land of approximately 36,165 acres, which was excluded from the Crow Indian Reservation, of which approximately 12, 965 acres were included in the Northern Cheyenne Indian Reservation; and

WHEREAS, deposits of low sulphur coal underlie the land excluded from the Crow Indian Reservation including the land included in the Northern Cheyenne Indian Reservation; and

WHEREAS, the areas within the 107th Meridian and the 1891 survey line which lie to the north and south of the Northern Cheyenne Indian Reservation were opened to settlement in the late 1800s and early 1900s; and

WHEREAS, patents were issued to non-Indians and to the State of Montana for most of the surface land and a significant portion of the minerals in the areas to the north and south of the Northern Cheyenne Indian Reservation between the 107th Meridian and the erroneous 1891 survey line; and

WHEREAS, the 12,965 acres included in the Northern Cheyenne Indian Reservation have been treated as part of the Northern Cheyenne Indian Reservation and occupied by the Northern Cheyenne Tribe, Northern Cheyenne allottees and their successors in interest; and

WHEREAS, bills to resolve the 107th Meridian boundary dispute were introduced in Congress in the 1960s and 1970s and again in 1992, but no bill was enacted into law; and

WHEREAS, in 1986 the Crow Tribe filed an action captioned Crow Tribe v. United States, No. 409-86L in the United States

Claims Court (which subsequently became the United States Court of Federal Claims) in which the Crow Tribe sought compensation from the United States for alleged damages resulting from the 1891 survey; and

WHEREAS, the United States contends that, prior to the date of enactment of the Crow Boundary Settlement Act and the execution of this Agreement, the legal eastern boundary of the Crow Reservation is the 1891 survey line. The United States further contends that any legal claims of the Crow Tribe relating to the 1891 survey are barred by the applicable statute of limitation and even if a court were to reach the merits of the Crow Tribe's claims, the United States would not be found liable for the deviation of the 1891 survey from the 107th Meridian; and

WHEREAS, the Crow Tribe contends: (i) that the eastern boundary of the Crow Indian Reservation as established in the Fort Laramie Treaty of 1868 is and remains the 107th Meridian until such time as that boundary is modified by the mutual agreement of the Crow Tribe and the United States; (ii) that the Crow Tribe retains beneficial title to the lands and minerals within the disputed area until such time as the Tribe voluntarily relinquishes its title; and (iii) that the United States is liable to the Crow Tribe for damages resulting from the erroneous 1891 survey of the 107th Meridian; and

WHEREAS, the United States and the Crow Tribe believe that it is in their best interests to enter into this Agreement as a compromise and final settlement of all issues and claims resulting

from the 1891 survey.

THEREFORE, in consideration of the following terms, conditions, and promises, the parties agree as follows:

#### SETTLEMENT AGREEMENT

I. DEFINITIONS. When used in this Agreement, the following words, terms, or abbreviations shall have the following definitions:

(1) The term "Crow Tribe" means the Crow Tribe of Indians, the duly recognized governing body of the Crow Indian Reservation.

(2) The term "disputed area" means the land, approximately 36, 165 acres, including the minerals, located between the 107th Meridian on the east, the 1891 survey line on the west, the Yellowstone River on the north and the Montana\Wyoming boundary on the south.

(3) The term "1891 survey" means the survey of the eastern boundary of the Crow Reservation conducted by the U.S. Government from 1889 through 1891.

(4) The term "1891 survey line" means the line resulting from the survey of the 107th Meridian completed in 1891.

(5) The term "Northern Cheyenne Tribe" means the Northern Cheyenne Tribe of Indians, the duly recognized governing body of the Northern Cheyenne Indian Reservation.

(6) The term "107th Meridian boundary dispute" means the dispute resulting from the disparity between the locations of the

107th Meridian and the 1891 survey line.

(7) The term "parcel No. 1" means the area, approximately 11,317 acres, bounded on the south by the Montana\Wyoming border, on the east by the 107th Meridian, on the north by the extension to the west of the southern boundary of the Northern Cheyenne Indian Reservation and on the west by the 1891 survey line.

(8) The term "parcel No. 2" means the area, approximately 12,965 acres, bounded on the south by the extension to the west of the southern boundary of the Northern Cheyenne Indian Reservation, on the east by the 107th Meridian, on the north by the extension to the west of the northern boundary of the Northern Cheyenne Indian Reservation and on the west by the 1891 survey line.

(9) The term "parcel No. 3" means the area, approximately 2,469 acres, bounded on the south by the extension to the west of the northern boundary of the Northern Cheyenne Indian Reservation, on the east by the 107th Meridian, on the north by the northern boundary of the Crow Indian Reservation and on the west by the 1891 survey line.

(10) The term "parcel No. 4" means the area, approximately 9,415 acres, bounded on the south by the northern boundary of the Crow Indian Reservation, on the east by the 107th Meridian, on the north by the midpoint of the Yellowstone River and on the west by the 1891 survey line.

(11) The term "public lands" means any land or interest in land owned by the United States and administered by the Secretary through the Bureau of Land Management.

(12) The term "royalties received and retained by the United States" means the royalties that the United States retains after all payments from the royalties have been made to the State of Montana or any unit of local government of the State of Montana.

(13) The word "Secretary" means the Secretary of the Interior acting in his official capacity on behalf of the United States.

(14) The term "undisposed of coal" means coal which has not been conveyed to private parties or to the State of Montana by the United States.

(15) The term "undisposed of land" means surface land which has not been conveyed to private parties or to the State of Montana by the United States.

(16) The term "undisposed of oil, gas, coal methane or other minerals" means the subsurface estate, including all oil, gas, coal methane or other minerals, except coal, which have not been conveyed to private parties or to the State of Montana by the United States.

II. EFFECTIVENESS OF SETTLEMENT AGREEMENT. The Settlement Agreement, including, among others, boundary designations and the land and mineral conveyance provisions, shall not take effect or be binding upon the Crow Tribe or the United States until all of the following actions have been performed and completed: (i) the Settlement Agreement is approved and duly executed by the Secretary; (ii) the Settlement Agreement is approved and duly executed by the Chairperson of the Crow Tribe on behalf of the Crow

Tribe in accordance with the requirements and procedures set forth in the Constitution of the Crow Tribe; (iii) the United States Congress enacts and the President signs settlement legislation authorizing, approving and ratifying the Settlement Agreement; (iv) the Crow Tribe files, and the Court grants, a motion to dismiss with prejudice the action captioned Crow Tribe v. United States, No. 409-86L in the United States Court of Federal Claims.

III. MODIFICATION OF SETTLEMENT AGREEMENT. The terms and conditions of this Settlement Agreement may be modified by mutual agreement of the Crow Tribe and the United States provided that the modifications are approved by the Crow Tribe in accordance with the requirements and procedures of the Constitution of the Crow Tribe and that the modifications are not inconsistent with the settlement legislation enacted by the United States Congress.

IV. PROPERTY WITHIN THE DISPUTED AREA.

A. Parcel No. 1.

(1) The United States hereby relinquishes and conveys to the Crow Tribe all rights, titles and interests the United States may have in and to all of the undisposed of surface land, coal, oil, gas, coal methane and other minerals within Parcel No. 1 as described in Exhibit A to this Settlement agreement with all of the rights, easements and appurtenances pertaining to those lands and minerals, subject to the rights and interests described in Exhibit

B. The United States declares that it has not issued deeds



conveying the land and minerals described in Exhibit A and that no rights or interests are held by any person in the land and minerals described in Exhibit A except as described in Exhibit B. In the event that a third party establishes legal title to any of the lands or minerals described in Exhibit A, the United States agrees to provide the Crow Tribe with additional consideration of equal value to those lands and minerals.

(2) The Crow Tribe hereby disclaims and relinquishes all rights, titles, claims, or interests it has or may have in or to the lands and minerals within parcel No. 1 except for any rights, titles, claims or interests it has or may have in or to the land and minerals described in Exhibit A.

(3) The Crow Tribe hereby recognizes, acknowledges and accepts the validity of the rights and interests described in Exhibit B.

(4) The Crow Tribe and the United States hereby agree and recognize that the land, coal, oil, gas, coal methane and other minerals within parcel No. 1, as described in Exhibit A, are, as a result of this Agreement, held in trust by the United States for the sole use and benefit of the Crow Tribe.

B. Parcel No. 2.

(1) The Crow Tribe hereby disclaims and relinquishes all rights, jurisdiction, titles, claims or interests it may have in all surface lands and all minerals within parcel No. 2 including all rights or interests appurtenant to those lands and minerals.

(2) The United States and the Crow Tribe hereby agree and

recognize that the surface lands and minerals within parcel No. 2, including all rights and interest appurtenant to those lands and minerals, are part of the Northern Cheyenne Indian Reservation.

(3) The United States and the Crow Tribe hereby agree and recognize that title to the surface lands within parcel No. 2, including all rights and interests appurtenant thereto, is held by the United States in trust for the sole use and benefit of the Northern Cheyenne Tribe; provided that the United States and the Crow Tribe recognize that title to those surface lands within parcel No. 2 that have been allotted is held in trust for, or owned in fee by, as the case may be, the Northern Cheyenne allottees or their successors in interest.

(4) The United States and the Crow Tribe hereby agree and recognize that title to the oil, gas, coal, coal methane and other minerals within parcel No. 2, including all rights and interests appurtenant thereto, is held by the United States in trust for the sole use and benefit of the Northern Cheyenne Tribe.

C. Parcel Nos. 3 and 4. The Crow Tribe hereby disclaims and relinquishes all rights, jurisdiction, titles, claims or interest it may have in all surface lands and all minerals within parcel No. 3 and within parcel No. 4, including all rights and interests appurtenant to those lands and minerals.

V. EASTERN BOUNDARY OF THE CROW INDIAN RESERVATION. The United States and the Crow Tribe hereby agree and recognize that the eastern boundary of the Crow Reservation is the 107th Meridian

with regard to that area described as parcel No. 1 and is the 1891 survey line with regard to those areas described as parcel No. 2 and parcel No. 3. The United States and the Crow Tribe further agree and recognize that with regard to parcel no. 4 the eastern boundary of the Crow reservation is the 1891 survey line with regard to only those lands and minerals which were restored to tribal ownership and added to and made a part of the Crow Reservation by the Act of May 19, 1958, 72 Stat. 121.

VI. LIABILITY RELEASE. Subject to the terms and conditions of the Settlement Agreement, the Crow Tribe hereby releases, relinquishes and waives any and all claims it has against all persons, including the United States, the Northern Cheyenne Tribe, Northern Cheyenne allottees and their successors in interest, for any and all liability arising from or in connection with the 1891 survey and the subsequent occupancy and use of parcel No. 1, parcel No. 2, parcel No. 3 and parcel No. 4.

VII. EXCHANGES OF PUBLIC LANDS.

The United States, through the Secretary, agrees to enter into land exchanges with the State of Montana and private landowners to the extent and in the manner described herein. The purpose of the exchanges is to provide the Crow Tribe with State trust lands and private lands within the Crow Reservation, including parcel No. 1, having a total value substantially equal to the value of the 46,625 acres of State trust lands obtained by the State of Montana

pursuant to the Act of February 22, 1889 (commonly known as the "Montana Enabling Act"; 25 Stat. 676, chapter 180), and the Act entitled "An Act to provide for the allotment of lands of the Crow Tribe for the distribution of tribal funds and for other purposes" approved June 4, 1920 (commonly known as the "Crow Allotment Act") 41 Stat. 751, chapter 224) within the Crow Indian Reservation and the disputed area. To achieve this purpose, the Secretary agrees to develop and implement land exchanges in cooperation with and with the assistance of the Crow Tribe, the State of Montana and owners of private lands within the Crow Indian Reservation.

A. General Nature of the Exchanges.

(1) Within 45 days after enactment of the legislation contemplated by Section II of this Agreement, the Secretary agrees to commence negotiations with the State of Montana for the purpose of exchanging as much of the 46,625 acres of State trust lands as possible for public lands of substantially equivalent value within the State of Montana. The Secretary shall give first priority to effectuating the land exchange with the State of Montana for at least five years beginning on the date on which the Secretary enters into the Settlement Agreement.

(2) If, for any reason, after the expiration of the 5 year period specified in paragraph (1), the exchanges with the State of Montana do not provide the Crow Tribe with 46,625 acres of

surface lands within the boundaries of the Crow Indian Reservation, including parcel No. 1, the Secretary shall, at the request of and in cooperation with the Crow Tribe, develop and implement a program to provide the Crow Tribe with additional surface land within the Crow Indian Reservation, including parcel No. 1, through exchanges of public lands within the State of Montana for private lands of substantially equal value within the boundaries of the Crow Indian Reservation including parcel No. 1.

B. Terms and Conditions of the Exchanges.

(1) The exchanges shall be in accordance with the exchange procedures set forth in section 206 of the Federal Land Policy and Management Act of 1976 (Public Law 94-579; 90 Stat. 2744).

(2) In determining the fair market value of the lands, due consideration shall be given to the value of all improvements and the appraisals shall be conducted in accordance with Federal Land Exchange Appraisal Standards.

(3) The Secretary agrees to insure that lands exchanged as part of the settlement will be selected in such manner that the financial impact on local governments, if any, will be minimized.

(4) The Secretary agrees to provide sufficient fiscal resources and other assistance to the State of Montana and to the Crow Tribe to accomplish the exchanges and to obtain the necessary appraisals.

(5) The total value of the lands acquired through

the exchanges will be substantially equal to the value of all the State trust lands (approximately 46,625 acres) obtained by the State of Montana pursuant to the Montana Enabling Act, 25 Stat. 676 (1889), and the Crow Allotment Act, 41 Stat. 751 (1920), within the Crow Indian Reservation and the disputed area.

(6) It is agreed and understood that nothing in this section is intended to affect the obligation of the State of Montana to permit Crow Indian children to attend the public schools of the State of Montana on the same condition as the other citizens of the the State of Montana.

C. Land Title and Status. All lands obtained by the Secretary for the Crow Tribe pursuant to the land exchanges will be taken and held by the United States in trust for the sole use and benefit of the Crow Tribe and shall be part of the Crow Indian Reservation provided such lands are situated within the exterior boundaries of the Crow Reservation, including Parcel 1.

D. Role of Crow Tribe. The Crow Tribe agrees to assist and facilitate the development and implementation of the land exchanges to the best of its ability and to identify owners of private lands within Crow Indian Reservation who may be willing to participate in the land exchanges.

#### VIII. Crow Tribal Trust Fund.

A. Contributions. On or before November 30, 1994, the United States agrees to deposit in the Crow Tribal Trust Fund an amount equal to the amounts of royalties received and retained by

the United States during the immediately preceding fiscal year from the East Decker, West Decker and Spring Creek coal mines in the State of Montana. Beginning with fiscal year 1995 and for each fiscal year thereafter, the United States agrees to make necessary and proper arrangements for the monthly payment, transfer or deposit into the Crow Tribal Trust Fund of the royalties, or of amounts equal to the royalties, received and retained by the United States from the East Decker, West Decker and Spring Creek coal mines in the State of Montana for the life of such mines, including any extensions of the existing leases for these mines and any expansions of these mines to nearby or adjacent federally owned coal deposits as identified and described in Exhibit C. The United States agrees to pay, transfer or deposit such moneys into the Crow Tribal Trust Fund not later than 30 days after the date on which the royalties are due and paid to the United States. The total amount of money that is paid, transferred or deposited into the Crow Tribal Trust Fund pursuant to this subsection shall not exceed, in the aggregate, \$85,000,000 excluding any interest earned on monies in the Crow Tribal Trust Fund.

B. Investments. The United States agrees to invest all moneys in the Crow Tribal Trust Fund, including any interest earnings, in accordance with section 1 of the Act of February 12, 1929 (45 Stat. 1164), as amended by the Act of of October 4, 1984 (98 Stat. 1729), 25 U.S.C. 161a. Such investments shall take account of current or anticipated withdrawals pursuant to subsection VIII C. All interest earnings shall be deposited and

retained in the Crow Tribal Trust Fund until their distribution pursuant to subsection VIII C.

C. Distribution of Interest Income. The Secretary and the Crow Tribe agree that commencing with fiscal year 1996 and each fiscal year thereafter, without fiscal year limitation, the interest earned on the monies in the Crow Tribal Trust Fund shall be available for distribution to the Crow Tribe as may be requested by the Crow Tribe pursuant to the terms and conditions of this subsection. The Crow Tribe further agrees to use that money for the purposes of education, land acquisition, economic development, youth and elderly programs, or other tribal purposes in accordance with plans and budgets developed by the Crow Tribe and approved by the Secretary. The Crow Tribe also agrees and understands that none of the interest earned on the Crow Tribal Trust Fund may be distributed to members of the Crow Tribe on a per capita basis. Further, the parties agree that subject to the Secretary's approval, the Crow Tribe may pledge the interest earned, or to be earned, on monies in the Crow Tribal Trust Fund as collateral for loans to be used for economic development projects on or near the Crow Indian Reservation or on lands owned by the Crow Tribe.

D. Prohibition. The Crow Tribe agrees and understands that under no circumstances may it ever withdraw or be entitled to disbursement of any portion of the principal of the Crow Tribal Trust Fund; provided, however, that nothing in this subsection shall prevent the Secretary from managing the moneys in the Crow Tribal Trust Fund in a manner that is consistent with his fiduciary



responsibilities as trustee.

IX. ELIGIBILITY FOR OTHER FEDERAL SERVICES. The United States agrees that the payments and other benefits received by the Crow Tribe pursuant to the Settlement Agreement shall not result in the reduction or denial of any services to the Crow Tribe or its members to which they are entitled or eligible by virtue of their status as a federally recognized tribe or as members of a federally recognized tribe.

X. ENFORCEMENT OF SETTLEMENT AGREEMENT. The Crow Tribe and the United States agree that the terms and conditions of the Settlement Agreement may be enforced pursuant to chapter 7 of title 5 of the United States Code or, if the remedies available under those provisions do not provide adequate or complete relief, pursuant to 28 U.S.C. 1505.

XI. SATISFACTION OF CLAIMS. The Crow Tribe hereby agrees that the benefits received and to be received under the Settlement Agreement and the settlement legislation contemplated by section II of the Settlement Agreement shall constitute full and complete satisfaction of any and all claims of whatever kind or nature by the Crow Tribe against the United States and its respective officers, employees and agents, and any third parties arising from the 1891 survey. The Crow Tribe further agrees to file a motion to dismiss with prejudice the action captioned Crow Tribe v. United

States, No. 409-86L in the United States Court of Federal Claims within 30 days following the approval and execution of the Settlement Agreement by the Secretary and the Crow Tribe pursuant to section II of the Settlement Agreement and that the filing and the acceptance by the court of said motion shall constitute full and complete satisfaction of all claims of whatever kind or nature by the Crow Tribe against the United States and its respective officers, employees and agents arising from the 1891 survey except for any claims that may arise under the Settlement Agreement pursuant to Section X.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

Date:

Nov. 28, 1994

UNITED STATES OF AMERICA

By:



Bruce Babbitt

Secretary of the Interior

Date:

Nov. 28, 1994

CROW TRIBE OF INDIANS

By: Clara Nomee

Clara Nomee

Madam Chairman, Crow Tribe

DISTRICT OF COLUMBIA

This instrument was acknowledged before me on this 28<sup>a</sup> day of November, 1994 by Bruce Babbitt as Secretary of the Department of the Interior of the United States of America.

Patricia Vail Dellonte

My Commission Expires:  
PATRICIA VAIL DELLONTE  
Notary Public, District of Columbia  
My Commission Expires September 14, 1999.

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DISTRICT OF COLUMBIA

This instrument was acknowledged before me on this 28<sup>th</sup> day of November, 1994 by Clara Nomee as Madam Chairman of the Crow Tribe of Indians.

Patricia A. Bellonte

My Commission Expires  
PATRICIA A. BELLONTE  
Notary Public, District of Columbia  
My Commission Expires September 14, 1992

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SETTLEMENT AGREEMENT BETWEEN THE  
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EXHIBIT A

Undisposed of Surface Estate - Parcel No. 1

<u>Description</u>	<u>Acres</u>
T. 6 S., R. 38 E., sec. 24, lot 4; sec. 25, lot 1.	9.96 9.83
T. 7 S., R. 38 E., sec. 25, lots 1 to 4, inclusive.	26.08
T. 9 S., R. 38 E., sec. 13, lot 8; sec. 36, portion of lots 1, 4, 5, and 8.	15.68 163.12*
T. 10 S., R. 38 E., sec. 1, portion of lot 1.	37.87*
T. 7 S., R. 39 E., sec. 30, lot 1; sec. 31, lots 3 and 4.	32.46 <u>65.74</u>
<b>TOTAL</b>	<b>360.74</b>

Undisposed of All Mineral Estate - Parcel No. 1

<u>Description</u>	<u>Acres</u>
T. 6 S., R. 38 E., sec. 1, lots 1, 2, and 5, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; sec. 13, lots 2 and 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ ; sec. 25, lots 2, 3, and 4.	103.22 141.24 28.61
T. 7 S., R. 38 E., sec. 1, lots 1, 2, and 3; sec. 12, lots 1 to 4, inclusive, and E $\frac{1}{2}$ E $\frac{1}{2}$ .	57.59 192.40
T. 8 S., R. 38 E., sec. 2, lots 1, 2, 6, 7, and 10, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , and E $\frac{1}{2}$ SE; sec. 11, lot 1, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; sec. 13, portion of E $\frac{1}{2}$ NW $\frac{1}{4}$ ; sec. 24, lots 4 and 5; sec. 25, NW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;	318.73 117.60 80.00* 51.52 80.00

sec. 25, portion of NE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ .	80.00*
T. 9 S., R. 38 E., sec. 13, lot 8;	15.68
sec. 36, portion of lots 1, 4, 5, and 8.	163.12*
T. 10 S., R. 38 E., sec. 1, portion of lot 1;	37.87*
T. 6 S., R. 39 E., sec. 6, lot 3;	40.11
sec. 6, portion of lot 2.	27.00*
sec. 31, lot 4 and SE $\frac{1}{4}$ SW $\frac{1}{4}$ .	71.89
T. 7 S., R. 39 E., sec. 6, SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;	40.00
sec. 18, NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;	40.00
sec. 18, portion of NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;	27.00*
sec. 30, portion of W $\frac{1}{2}$ SE $\frac{1}{4}$ .	<u>53.00*</u>
<b>TOTAL</b>	<b>1,766.58</b>

Undisposed of Oil & Gas Estate - Parcel No. 1

<u>Description</u>	<u>Acres</u>
T. 8 S., R. 38 E., sec. 26, lots 5 and 8;	24.76
sec. 35, lots 1, 4, 5, and 8.	<u>19.88</u>
<b>TOTAL</b>	<b>44.64</b>

Undisposed of Coal Estate - Parcel No. 1

<u>Description</u>	<u>Acres</u>
T. 6 S., R. 38 E., sec. 1, lots 3 and 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , and NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;	103.22
sec. 12, lots 1 to 4, inclusive, and E $\frac{1}{2}$ E $\frac{1}{2}$ ;	44.52
sec. 13, lots 1 and 4, and NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;	61.24
sec. 24, lots 1, 2, and 3, and E $\frac{1}{2}$ E $\frac{1}{2}$ ;	190.64
sec. 25, E $\frac{1}{2}$ E $\frac{1}{2}$	160.00
T. 7 S., R. 38 E., sec. 1, lots 4 and 5, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , and E $\frac{1}{2}$ SE $\frac{1}{4}$	136.99
sec. 13, lots 1 to 4, inclusive, and E $\frac{1}{2}$ E $\frac{1}{4}$ ;	190.32
sec. 24, lots 1 and 2, and E $\frac{1}{2}$ NE $\frac{1}{4}$ ;	94.34
sec. 25, E $\frac{1}{2}$ E $\frac{1}{2}$	160.00
T. 8 S., R. 38 E.,	

sec. 1, lot 4, SW1/4NW1/4, and W1/2SW1/2;	164.87
sec. 1, portion of lot 3, SE1/4NW1/4, and E1/2SW1/4;	165.61*
sec. 11, lots 4, 5, and 8, SE1/4NE1/4, and NE1/4SE1/4;	182.37*
sec. 12, W1/2W1/2;	160.00
sec. 13, portion of E1/2SW1/4;	160.00*
sec. 13, W1/2W1/2	160.00
sec. 13, portion of E1/2W1/2	80.00
sec. 14, lots 1, 4, 5, and 8;	178.51
sec. 23, lots 1 and 8;	51.52
sec. 24, W1/2W1/2;	160.00
sec. 24, portion of E1/2W1/2;	160.00*
sec. 25, SW1/4NW1/4 and NW1/4SW1/4;	80.00
sec. 25, portion of SE1/4NW1/4 and NE1/4SW1/4;	80.00*
sec. 26, lots 4, 5, and 6;	40.17*
sec. 35, lots 1, 4, 5, and 8.	19.88
T. 9 S., R. 38 E.,	
sec. 1, lots 7, 8, and 11;	102.15
sec. 1, portion of SE1/4NW1/4 and E1/2SW1/4;	120.00*
sec. 12, lots 1, 4, 5, and 8;	102.16
sec. 13, lots 1, 4, 5;	56.08
sec. 13, portion of E1/2W1/2;	160.00
sec. 24, portion of lot 1;	54.20*
sec. 25, portion of lots 1, 4, 5, and 8.	184.96
T. 6 S., R. 39 E.,	
sec. 6, lots 4 to 7, inclusive SE1/4NW1/4, & E1/2SE1/4;	242.51
sec. 6, portion of W1/2NE1/4 and W1/2SE1/4;	106.00*
sec. 7, lots 1, 3, and 4, NW1/4, and W1/2SE1/4;	213.03*
sec. 7, portion of SW1/4NE1/4 and W1/2SE1/4;	81.00
sec. 18, lots 1 to 4, inclusive, and E1/2W1/2;	285.04
sec. 18, portion of W1/2E1/2;	108.00*
sec. 19, lots 1, 2, and 4, E1/2NW1/4, and SE1/4SW1/4;	214.04
sec. 19, portion of W1/2NE1/4 and SW1/4SE1/4.	81.00*
sec. 30, lots 1 to 4, inclusive, and W1/2E1/2;	286.13
sec. 30, portion of E1/2W1/2;	108.00*
sec. 31, lots 1 and 2, and E1/2NW1/4;	143.48
sec. 31, portion of W1/2E1/2	53.00*
T. 7 D., T. 39 E.,	
sec. 6, lots 3 to 7, inclusive, and E1/2SW1/4;	247.35
sec. 6, portion of lot 2, SW1/4NE1/4, and SW1/4SE1/4;	107.00**
sec. 7, lots 2, 3, 4, E1/2W1/2;	255.89
sec. 7, portion of W1/2E1/2	107.00**
sec. 18, lots 1 to 4, inclusive, and SE1/4NW1/4;	168.36
sec. 18, portion of SE1/4NE1/4 and W1/2SE1/4;	79.00*
sec. 19, lots 1 and 2, and E1/2NW1/4;	144.43
sec. 19, portion of W1/2NE1/4;	54.00*
sec. 30, SE1/4NW1/4 and E1/2SW1/4;	120.00
sec. 30, portion of W1/2E1/4;	53.00*

sec. 31, lot 2 and E1/2W1/2	192.73
sec. 31, portion of W1/2E1/2;	<u>106.00*</u>

<b>TOTAL</b>	7,319.74
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\* Parcels identified by an asterisk are split by the 107th Meridian line. Currently there no proper legal descriptions for these parcels and the amount of acres in these parcels cannot be precisely determined. In order to provide the appropriate legal descriptions and acreages, the Bureau of Land Management will conduct a cadastral survey of these parcels. This exhibit will be amended to reflect the results of that survey.



SETTLEMENT AGREEMENT BETWEEN THE  
CROW TRIBE OF INDIANS AND THE  
UNITED STATES TO RESOLVE THE  
107TH MERIDIAN BOUNDARY DISPUTE

EXHIBIT B

Oil & Gas Lease Encumbrances - Parcel No. 1

T. 10 S., R. 38 E.,  
sec. 1, lot 1; (lease MTM 64460)<sup>1</sup>  
sec. 1, lot 7. (lease MTM 61667)<sup>2</sup>

Right of Way Encumbrance - Parcel No. 1

T. 7 S., R. 39 E.,  
sec. 30, lot 1.<sup>3</sup>

Grazing Lease Encumbrances - Parcel No. 1<sup>4</sup>

T. 6 S., R. 38 E.,  
sec. 24, lot 4, Allotment no. 10711  
sec. 25, lot 1, Allotment no. 10711

T. 7 S., R. 38 E.,  
sec. 25, lots 1 to 4, inclusive, Allotment no. 00110

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<sup>1</sup>) It is anticipated that Lease MTM 64460 will expire on August 31, 1995. It is understood that upon expiration of the lease, this encumbrance will no longer exist. In the event the lease continues in effect beyond the anticipated expiration date this exhibit will be amended accordingly.

<sup>2</sup>) It is anticipated that Lease MTM 61667 will expire on July 28, 1995. It is understood that upon expiration of the lease, this encumbrance will no longer exist. In the event the lease continues in effect beyond the anticipated expiration date this exhibit will be amended accordingly.

<sup>3</sup>) This encumbrance affects 1.21 acres and is for a power transmission line to the Bighorn County Electric Co-op.

<sup>4</sup>) Grazing leases issued for allotment numbers 10711, 00110, 10090 and 10099 will be cancelled effective March 1, 1995 in accordance with the terms and conditions of the pertinent leases. The grazing lease issued for allotment number 10095 will expire on May 31, 1995 under the terms and conditions of said lease.

T. 7 S., R. 39 E.,  
Sec. 30, lot 1, Allotment no. 00110  
Sec. 31,, lots 3 and 4, Allotment no. 00110

T. 9 S., R. 38 E.,  
sec. 13, lot 8, Allotment no. 10090

T. 9 S., R. 38 E.,  
sec. 36, lots 1, 4, 5, and 8, Allotment no. 10099

T. 10 S., R. 38 E.,  
sec. 1, lot 7, Allotment no. 10095

SETTLEMENT AGREEMENT BETWEEN THE  
CROW TRIBE OF INDIANS AND THE  
UNITED STATES TO RESOLVE THE  
107TH MERIDIAN BOUNDARY DISPUTE

EXHIBIT C

EXISTING LEASES FOR EAST DECKER, WEST DECKER, AND SPRING CREEK  
MINES

SERIAL NO.: MTM 06770

LESSEE: Catherine E. Cheney and William C. Kukuchka  
P.O. Box 6288  
Sheridan, WY 82801

DESCRIPTION: T. 8 S., R. 40 E., P.M.M.  
Sec. 33: SE $\frac{1}{4}$ NW $\frac{1}{4}$

40.00 Acres - Big Horn County, Montana

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SERIAL NO.: MTM 057934

LESSEE: Western Minerals, Inc., and  
Kiewit Coal Properties, Inc.,  
a joint venture d/b/a  
Decker Coal Company  
1000 Kiewit Plaza  
Omaha, NE 68131

DESCRIPTION: T. 9 S., R. 40 E., P.M.M.  
Sec. 3: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$   
Sec. 4: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec. 9: N $\frac{1}{2}$ NE $\frac{1}{4}$   
Sec. 10: N $\frac{1}{2}$ N $\frac{1}{2}$

720.00 Acres - Big Horn County, Montana

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SERIAL NO.: MTM 057934-A

LESSEE: Western Minerals, Inc., and  
Kiewit Coal Properties, Inc.,  
a joint venture d/b/a  
Decker Coal Company  
1000 Kiewit Plaza

Omaha, NE 68131

DESCRIPTION: T. 9 S., R. 40 E., P.M.M.

Sec. 3: Lots 3-4  
Sec. 4: Lots 1-2  
Sec. 9: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec. 10: S $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$   
Sec. 15: W $\frac{1}{2}$   
Sec. 21: E $\frac{1}{2}$   
Sec. 22: W $\frac{1}{2}$

1,840.55 Acres - Big Horn County, Montana

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SERIAL NO.: MTM 061685

LESSEE: Western Minerals, Inc., and  
Kiewit Coal Properties, Inc.,  
a joint venture d/b/a  
Decker Coal Company  
1000 Kiewit Plaza  
Omaha, NE 68131

DESCRIPTION: T. 8 S., R. 40 E., P.M.M.

Sec. 32: N $\frac{1}{2}$ , SE $\frac{1}{4}$   
Sec. 33: N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$   
T. 9 S., R. 40 E., P.M.M.  
Sec. 4: Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$   
Sec. 8: SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 9: E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$   
Sec. 17: N $\frac{1}{2}$ , SE $\frac{1}{4}$   
Sec. 21: W $\frac{1}{2}$

2,360.20 Acres - Big Horn County, Montana

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SERIAL NO.: MTM 069782

LESSEE: Spring Creek Coal Co.  
c/o Nerco  
Box 67  
Decker, MT 59025

DESCRIPTION: T. 8 S., R. 39 E., P.M.M.

Sec. 22: SE $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ,  
S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 23: S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$   
Sec. 24: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$

Sec. 25: E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 26: N $\frac{1}{2}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 27: N $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$   
T. 8 S., R. 40 E., P.M.M.  
Sec. 19: S $\frac{1}{2}$  of Lot 4  
Sec. 30: Lots 1-4, E $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 31: N $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$

2,395.015 Acres - Big Horn County, Montana

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SERIAL NO.: MTM 073093

LESSEE: Western Minerals, Inc., and  
Kiewit Coal Properties, Inc.,  
a joint venture d/b/a  
Decker Coal Company  
1000 Kiewit Plaza  
Omaha, NE 68131

DESCRIPTION: T. 9 S., R. 40 E., P.M.M.  
Sec. 1: Lots 1, 3-4, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$   
Sec. 13: All  
Sec. 14: S $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
T. 8 S., R. 41 E., P.M.M.  
Sec. 31: Lots 3-4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec. 32: S $\frac{1}{2}$   
Sec. 33: S $\frac{1}{2}$   
Sec. 34: SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
T. 9 S., R. 41 E., P.M.M.  
Sec. 3: Lots 5-8, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$   
Sec. 4: Lots 5-8, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$   
Sec. 5: Lots 5-8, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$   
Sec. 6: Lots 6-12, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec. 7: Lots 5-8, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$   
Sec. 8: All  
Sec. 9: N $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 10: N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec. 15: All  
Sec. 17: All  
Sec. 18: Lots 5-8, E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

9,409.56 Acres - Big Horn County, Montana

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SERIAL NO.: MTM 37604

LESSEE: Western Minerals, Inc., and  
Kiewit Coal Properties, Inc.,  
a joint venture d/b/a  
Decker Coal Company

1000 Kiewit Plaza  
Omaha, NE 68131

DESCRIPTION: T. 9 S., R. 40 E., P.M.M.  
Sec. 8: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ ,  
S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ,  
NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 9: W $\frac{1}{2}$ NW $\frac{1}{4}$   
Sec. 17: E $\frac{1}{2}$ SW $\frac{1}{4}$   
Sec. 20: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$   
600.00 Acres - Big Horn County, Montana

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SERIAL NO.: MTM 54716  
LESSEE: Montana Royalty Co., Ltd.  
1000 Kiewit Plaza  
Omaha, NE 68131

DESCRIPTION: T. 9 S., R. 40 E., P.M.M.  
Sec. 8: SE $\frac{1}{4}$ SW $\frac{1}{4}$   
40.00 Acres - Big Horn County, Montana

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**TOWNSHIP & RANGES OF NEARBY ADJACENT & FEDERALLY OWNED COAL**

T. 8 S., R. 39 E.  
R. 40 E.  
R. 41 E.

T. 9 S., R. 39 E.  
R. 40 E.  
R. 41 E.