July 1, 1960

South Dakota State Highway Commission
Pierre, South Dakota

Attention: Mr. William Holland

Gentlemen:

Transmitted herewith are the following listed papers in connection with your application for a right of way across tribal land and allotted lands of the Cheyenne River Reservation to provide for the relocation and reconstruction of State Highway 63:

1. Cheyenne River Sioux Tribal Council Resolution No. 211-60 approving the granting of the right of way across tribal lands.

2. Statement of Owner prepared for the signature of Ieland Garrett for two tracts of land now tribal but soon to be in the name of Ieland Garrett.


4. 10 sets of Statements of Owner signed by the Chairman of the Cheyenne River Sioux Tribe.

5. Maps left by Mr. Holland for information of the Cheyenne River Sioux Tribal Council.

When submitting the required maps, please furnish us with a copy of the consents signed by the owners of Indian owned land and also the original and duplicate of the Application for Public Highways and a Schedule of Damages showing all the amounts due for damages, severance and borrow areas.

Sincerely yours,

[Signature]

Superintendent
Cheyenne River Indian Agency
Cheyenne Agency, South Dakota
August 6, 1958

My Lyle J. Kennedy
Right of Way Agent
South Dakota Department of Highways
Pierre, South Dakota

Dear Sir:

There is returned herewith a strip map on Project 8-1263
Biebech County.

The following is a list of Indian allotments and tribal land
involved in this project:

1. Lots 1, 2, N.E.1/4 Sec. 7, T. 9N, R. 24E, BHM
   Owner = CR-5063 Richard Dean Gray — All

2. Lots 1, 2, E.W.1/4 Sec. 7, T. 9N, R. 24E, BHM
   Owner = CR-5110 Delaine Patricia Gray — All

3. Lots 1, 2, S.E.1/4 Sec. 6, T. 9N, R. 24E, BHM
   Owner = CR-5162 Rodney O. Cooke — All

4. Lots 1, 2, S.W.1/4 Sec. 6, T. 9N, R. 24E, BHM
   CR-1933 Alma Cecelia Saul, Estate
   CR-All Susan Rudy — All

5. SW1/4 Sec. 12, T. 9N, R. 24E, BHM
   Owner = CR-5192 Blanche Penelope Saul — All

6. SE1/4 Sec. 7, SE1/4 Sec. 12, SW1/4 Sec. 17, NE1/4 Sec. 19,
   NW1/4 Sec. 20, NW1/4 Sec. 29, T. 9N, R. 24E, BHM
   SE1/4 Sec. 1, T. 9N, R. 23E, BHM
   Owner = Cheyenne River Sioux Tribe — All

We trust this is the information you desire, however, if further
data is required, please advise.

Very truly yours,

(Sgd) George Shubert
George Shubert
Acting Superintendent
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APPLICATION FOR PUBLIC HIGHWAY

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Indian Affairs
Field Service

We, Ralph Heafey, H. W. Cleek, John A. Engel, Guy O. Cleek, duly authorized by law to open and establish public highways in said State of South Dakota, do hereby petition the Secretary of the Interior to grant permission in accordance with section 4 of the act of March 3, 1901 (31 Stats., L., 1058, 1084), to open and establish a public highway 200 feet wide, extending across Indian lands for a distance of 2.794 miles as shown on accompanying map of definite location.

All the laws of the State of South Dakota, with regard to the opening and establishment of public highways, have been complied with in this instance.

The highway is to be a branch of the main road connecting the towns of Eagle Butte, South Dakota and Wyland, South Dakota, a public necessity for the following reasons:

This is part of State Trunk Highway Number 63 and is being relocated and reconstructed to take care of the increased traffic flow and also to raise and improve the grade on that portion being inundated due to the construction of the Oahe Dam.
The proposed highway has been laid out to conform to section lines, except as hereafter stated. The departures from section lines are as follows and the reasons as stated:

(Here state the place of each departure and the reason for each)

| NW  | 12 T 1 NW R 23 E |
| NW  | 7 T 1 ON R 24 E |
| SE  | 7 T 9 N R 24 E |
| NE  | 13 T 5 N R 24 E |
| SW  | 17 T 9 N R 24 E |
| SE  | 17 T 9 N R 24 E |
| NW  | 20 T 7 N R 24 E |
| NW  | 22 T 9 N R 24 E |

Damages to Indian lands and improvements have been allowed in the sum of $__________, and exchange in the form of $__________, is inclosed herewith, to be held by the superintendent of Cheyenne River Indian Schools Agency pending action of the Department on this petition.

Dated this ______ day of _________, 19____

[Signatures]

Secretary

Chairman

Department of the Interior

k-30 1/60

[Signatures]

[Signature]

[Signature]

Acting Supt., Cheyenne River Indian Agency

[Signature]

[Signature]
GRANT OF EASEMENT FOR RIGHT-OF-WAY
KNOW ALL MEN BY THESE PRESENTS

That the United States of America, acting by and through the Superintendent, Cheyenne River Agency, Bureau of Indian Affairs, Department of the Interior, Eagle Butte, South Dakota, hereinafter referred to as "GRANTOR", under authority contained in Order No. 2508 of the Secretary of the Interior (14 F.R. 258) and SIAM Supplement 7 and (34 F.R. 637), and pursuant 169. Title 25 Code of Federal Regulations, in consideration of the receipt of which is acknowledged, does hereby grant to the State of South Dakota, Department of Transportation, Pierre, SD 57501 its successors and assigns hereinafter referred to as "GRANTEE", an easement for right-of-way for following purposes specifically;

SEE # 1

ALLOT NO. ALLOTTEE DESCRIPTION R/W ACRE

SEE # 2

Said easement as shown on the tract map attached hereto may be more particularly described as:

SEE # 3

This easement is subject to any prior valid existing right or adverse claim and is without limitations as to tenure, so long as easement shall be actually used for the purpose above specified: PROVIDED, that this right-of-way may be terminated in whole or in part by the Grantor for any of the following causes upon 30 days written notice, and failure of the Grantee within said notice period to correct the basis of termination (25 CFR 169.20):

A. Failure to comply with any term of condition of the grant or the applicable regulations.

B. A nonuse of the right-of-way for a consecutive two year period for the purpose for which it was granted.

C. An abandonment of the right-of-way.

D. Failure to submit an affidavit of completion.

The condition of this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor has executed this grant of easement this ___ day of __________, 19__

UNIVERSAL STATES OF AMERICA

BY ___________________________

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA

) ss

COUNTY OF DEWEY

) ss

BEFORE ME, a Notary Public, in and for said County and State, on this 25th day of May, 1993, personally appeared Russell J. McClure, whose name is subscribed to the foregoing Grant of Easement for Right-of-Way as Superintendent, Cheyenne River Agency, Bureau of Indian Affairs, and who acknowledged that he is and was at the time of signing the same, Superintendent, Cheyenne River Agency, Bureau of Indian Affairs; and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way as his free and voluntary act and deed for the uses and purposes set forth therein.

[Signature]
Notary Public

My commission expires: [Signature]
Notary Public State of South Dakota
My Commission Expires March 18, 2000

Supp. 7, No. 1, 6-23-91
1. The right to enter upon hereinafter described lands to grade, level, fill, drain, pave, bull, maintain, repair and rebuild a public road, including incidental purposes consistent herewith, together with such bridges, culverts, ramps and cuts as may be necessary over, across and through the following described lands.

2. See attached typed list.

3. Said easement as shown on the tract map and plat attached hereeto and made a permanent part hereof is for trust properties only, and may be more particularly described as a hard surfaced road, 150 feet wide, 75 feet either side of the centerline commencing from the West 1/4 corner of the SW1/4 of Sec. 21, T. 12N., R. 23E. of the Black Hills Meridian, Ziebach County, South Dakota, crossing over the West 1/4 corner of the SW1/4 (except NW1/4NW1/4SW1/4) of Sec. 1, T. 11N., R. 23 E., the NW corner of the NW1/4 SW1/4 NW1/4 of Sec. 12, T. 11N., R. 23E., the West 1/4 corner of the SE1/4 SE1/4 of Sec. 12, T. 11N., R. 23E., the East 1/4 corner of the NE1/4 of Sec. 11, T. 11N., R. 23E., the West 1/4 corner and the SW corner of the SW1/4 of Sec. 12, T. 11N., R. 23E., the East 1/4 corner and the SE corner of the SE1/4 SE1/4 of Sec. 11, T. 11N., R. 23E., the NE corner and East 1/4 corner of the NE1/4 NE1/4 of Sec. 12, T. 11N., R. 23E., the West 1/4 corner of the NW1/4 NW1/4 of Sec. 13, T. 11N., R. 23E., to the SE corner of the SE1/4 of Sec. 14, T. 11N., R. 23E., of the Black Hills Meridian, Ziebach County, South Dakota, taking 38.39 acres, more or less.
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<th>ALLOT. NO.</th>
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That the United States of America, acting by and through the Superintendent of the Cheyenne River Agency, Bureau of Indian Affairs, Department of the Interior, Eagle Butte, South Dakota, hereinafter referred to as "Grantor", under authority contained in Order No. 2508 of the Secretary of the Interior, (52 F.R. 258) and 10 BIAI 3 (31 F.R. 537), and pursuant to the provisions of the Act of February 5, 1918 (62 Stat. 17, U.S.C. 323-328) and Part 161, Title 25, Code of Federal Regulations in consideration of $3,200.00 (Three Thousand Two Hundred and 00/100 Dollars), and other good and valuable consideration the receipt of which is acknowledged does hereby grant to the State of South Dakota, Department of Highways, Pierre, South Dakota, hereinafter referred to as the "Grantee", an easement for a right of way for public highway purposes, across, over, in and upon the following described lands located in the County of Dewey, in the State of South Dakota, to wit:

Township 13 North, Range 21 East, Black Hills Meridian

Sec. 3

SE
12.22 acres
tribal

Township 11 North, Range 21 East, Black Hills Meridian

Sec. 21

SW
12.2h acres
tribal

Sec. 27

NE
8.25 acres
allot. E-161

Sec. 27

SE
2.13 acres
tribal

Sec. 28

NE
9.19 acres
allot. E-1028

Sec. 28

SE
12.79 acres
allot. E-1028

Said easement does not include any non-trust property, but applies to trust lands only and is described generally as commencing at a point on the east-west line one quarter line approximately 1231.20 feet east from the interior one quarter line of section 21, T. 11 N., R. 21 E., B.H.M., thence south and easterly a distance of about 11.35 miles, terminating at a point on the section centerline dividing sections 11 and 12, T. 12 N., R. 21 E., B.H., north and south where it meets the south boundary line of said sections, having a width of 200 feet, being 100 feet on each side of the centerline, which is more particularly described on the attached map of definite location.

This easement is subject to any valid existing right or adverse claim and is without limitation as to tenure, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right of way shall be terminable in whole or in part by the Granter for any of the following causes upon 30-days written notice and failure of the Grantee within said notice period to correct the basis for termination (25 CFR 161.20).
A. Failure to comply with any term or condition of the grant or applicable regulations.

B. Notice of the Right-of-Way for a consecutive 2-year period for the purpose for which it was granted.

C. An abandonment of the Right-of-Way.

D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 23 ORS 164.16.

The conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Grantee.

In witness whereof, Grantor has executed this Grant of Easement this first day of December, 1972.

UNITED STATES OF AMERICA

BY: James L. Claymore, Superintendent
    U.S. Department of the Interior
    Cheyenne River Agency
    Eagle Butte, South Dakota

State of South Dakota:

County of Dewey:

BE IT Remembered, that on this first day of December, 1972, before
the undersigned, a Notary Public in and for the County and State aforesaid,
personally appeared James L. Claymore, Superintendent, to me personally known
 to be the identical person who executed the within instrument of writing and
such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
seal on the day and year last hereinafore written.

Notary Public

My commission expires 3/8/80