

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION



UNITED STATES OF AMERICA,

Plaintiff,

Hon. Richard A.  
Enslin

and

BAY MILLS INDIAN COMMUNITY, SAULT STE.  
MARIE TRIBE OF CHIPPEWA INDIANS, AND GRAND  
TRAVERSE BAND OF OTTAWA-CHIPPEWA INDIANS,

Intervenor-Plaintiffs,

vs.

File No.  
M26 73 CA

STATE OF MICHIGAN, et al.,

Defendants.

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CONSENT ORDER

The Bay Mills Indian Community, the Sault Ste. Marie Tribe of Chippewa Indians and the Grand Traverse Band of Ottawa/Chippewa Indians ("the Tribes") have filed a motion and amended motion to allocate the fishery resource, which motion was subsequently supported in part by the United States of America. The United States, the Tribes, the State of Michigan, and the following litigating amici curiae, the Michigan United Conservation Clubs, the Grand Traverse Area Sport Fishing Association, the Michigan Steelhead and Salmon Fishermen's Association, and the Michigan Charter Boat Association have entered into an Agreement for Entry of Consent Order, dated March 28, 1985, the original of which is being filed with the

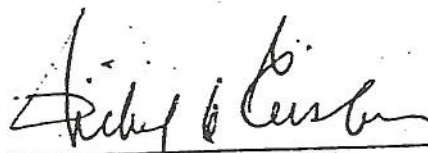
Court.<sup>1</sup> The Court, having conducted a hearing on said Agreement and being otherwise fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the Agreement for Entry of Consent Order is hereby approved by the Court and said Agreement shall govern the conduct of the Parties to the litigation as set forth therein, and that the Parties shall serve by no later than May 15, 1985, an official conformed copy of the Agreement for Consent Order and Consent Order, together with amended fishing regulations or appropriate administrative orders, on each person licensed by the Tribes or the State respectively to fish commercially in Treaty waters.

The Court determines that the terms and conditions contained in the Agreement are reasonable, constitute an appropriate accommodation of the interests of the Parties in their use of the fishery in Treaty waters and protects the Great Lakes fishery.

Further, the trial of this matter scheduled to commence on April 22, 1985, is hereby canceled. The Court shall retain continuing jurisdiction over this matter, including any disputes arising from the reduction of harvest by State licensees, for the life of the Agreement and thereafter.

DATED in Kalamazoo, MI:  
April 10, 1985



RICHARD A. ENSLEN  
US District Judge

<sup>1</sup>Three copies of the Agreement for Entry of Consent Order are being filed with the Court. The original was signed in Sault Ste. Marie on March 28, 1985, and contained numerous hand-written interlineations in which all parties to the Agreement concurred. Thereafter, the document was typed to include the interlineations. Based upon stipulations of the Parties before the Court, the Court finds that the typed version of 4-8-85 as amended correctly reflects the original.

UNITED STATES OF AMERICA,

Plaintiff,

and

BAY MILLS INDIAN COMMUNITY,

SAULT STE. MARIE TRIBE OF

CHIPPEWA INDIANS, and GRAND

TRAVERSE BAND OF OTTAWA/

CHIPPEWA INDIANS,

Intervenor-Plaintiffs,

v.

STATE OF MICHIGAN, ET AL.,

Defendants.

AGREEMENT FOR ENTRY OF CONSENT ORDER

I

RECITALS

1. This litigation was initiated in 1973 by the United States of America, on its own behalf and on behalf of the Bay Mills Indian Community (hereinafter "Bay Mills"), against the State of Michigan and several named officers employed by the Michigan Department of Natural Resources (hereinafter "MDNR"). Subsequently, Bay Mills (in 1974), the Sault Ste. Marie Tribe of Chippewa Indians (hereinafter "the Sault Tribe") (in 1975), and the Grand Traverse Band of Ottawa/Chippewa Indians (hereinafter "the Grand Traverse Band") (in 1979) intervened as party plaintiffs.

2. On May 7, 1979, this Court issued a lengthy opinion interpreting certain federal treaties, reported at 471 F. Supp. 192 (W.D. Mich. 1979). Thereafter, the opinion was modified by the Court of Appeals, 653 F. 2d 277 (6th Cir. 1981). The Supreme Court declined to accept certiorari, 454 U.S. 1124 (1981).

3. On numerous occasions subsequent to this Court's opinion referred to in paragraph 2, the parties have invoked the Court's continuing jurisdiction to resolve controversies and disputes among themselves. Those controversies and disputes have involved primarily conservation closures necessitated by the threat of over harvest of various fish stocks.

4. In the Fall of 1983, the three intervenor Tribes filed a motion to allocate the resource between themselves and the State. The motion was amended in late Spring 1984 and is presently pending before the Court. Trial is scheduled to commence on April 22, 1985.

5. Subsequent to the filing of the Tribes' motion, the Michigan United Conservation Clubs (hereinafter "MUCC"), the Grand Traverse Area Sport Fishing Association, the Michigan Steelhead and Salmon Fishermen's Association, the Michigan Charter Boat Association (hereinafter "the sport fishing organizations") and a large group of individually named state licensed commercial fishermen (hereinafter the "Ruleau petitioners") sought to intervene as party defendants. The Court reserved decision on those motions and allowed the petitioners to participate in these proceedings as litigating amici curiae.

6. In the Fall of 1984, the Court appointed Special Master Francis E. McGovern for the dual purposes of supervising pre-trial matters and attempting to facilitate a settlement among the parties and litigating amici.

7. This agreement results from extensive negotiations among the parties and litigating amici. The parties understand fully that by entering into this agreement they are foregoing trial before the Court. Nonetheless, they believe this agreement represents the best opportunity to preserve and protect the resource, their respective rights and interests and initiate the cooperative efforts required to manage a common resource for differing user groups.

8. The parties and litigating amici agree to the entry of a consent order consistent with the terms and provisions set forth herein by signing this agreement.

## II

### COMMERCIAL WHITEFISH FISHERY MANAGEMENT

9. For the immediate future, the parties will continue to rely on the establishment of whitefish TACS. The State favors a phase-in of a nineteen inch size limit on whitefish which, in its view, may make it possible to abandon annual TACS in favor of longer term harvest limits. In addition, that limit may better protect breeding stocks. The State will submit this proposal as part of the agenda for the first meeting of the Technical Fisheries Review Committee, as described herein.

#### 10. Lake Michigan

a) The Tribes shall refrain from commercial fishing in the following whitefish management units, which are designated on the maps attached hereto; except under joint authorization as provided for in this agreement:

- i) WFM - 01, WFM - 07, and WFM - 08 in their entirety;
- ii) WFM - 06, in all grids except 714.

b) In WFM -05, east of a line running from Nine Mile Point in grid 518, north to Seven Mile Point in grid 518.

c) In WFM - 05, except under the provisions set forth in Article VIII for the Grand Traverse Bay area, and under paragraph 48 below.

d) In WFM - 02, north of a line from Wiggins Point in grid 211 to Dutch Johns Point in grid 212.

11. Lake Huron

The Tribes shall refrain from commercial fishing in the following whitefish management units which are designated on the maps attached hereto, except under joint authorization as provided for in this agreement:

a) WFH - 05;

b) In WFH - 04, grids 407-409, 507-511, 606-613, and in grids 505 and 506, south of a line from Hammond Bay Harbor buoy running northeasterly to the point where grids 406, 407, 506, and 507 meet.

12. Lake Superior

The Tribes shall refrain from commercial fishing in the following whitefish management units as designated on the maps attached hereto, except under joint authorization as provided for in this agreement:

a) In WFS - 04; and

b) In WFS - 05, except as provided in paragraph 16.

13. The State shall promptly remove State commercial licensees in the following areas:

a) Lake Huron in grids 202, 301 - 306, 401 - 406 and 504 - 505.

b) Lake Superior in WFS - 06, WFS - 07 and WFS 08.

14. The State shall reduce immediately whitefish harvest by State licensed commercial fishers by 250,000 pounds in WFM - 03 and WFM - 04.

15. In years subsequent to 1985, the State shall reduce State-licensed commercial whitefish harvest in all areas within the treaty ceded waters outside those areas described in paragraphs 10, 11, and 12 in order to accommodate the expanding tribal harvest. The parties expect that during the life of this agreement, the commercial harvest for whitefish outside said areas described in paragraphs 10, 11, and 12 shall be prosecuted by treaty fishers exclusively. The State shall not license any new persons or additional effort in treaty waters for any species outside areas described in paragraphs 10, 11, and 12, without the prior written consent of the Tribes; provided, however, the Tribes' consent will not be unreasonably withheld if there is surplus fish available for harvest that cannot otherwise be taken by treaty fishers.

16. In Lake Superior grids 934, 1034, 1035, 1036, 1134, 1135, 1136, 1234, 1235, 1236, 1334, 1335, 1336, 1434, 1435, 1436, 1534, 1535, and 1536 the Sault Tribe shall authorize not more than one large mesh gill net operation for taking whitefish. This permit shall be subject to the appropriate TAC limits for whitefish and shall automatically expire for the year when the incidental take of lake trout exceeds 50 percent of the lake trout TAC established by the Technical Fisheries Review Committee. This special permit fishery shall terminate on January 1, 1990.

Concurrent with the termination of this permit, the State shall provide to the Sault Tribe one State commercial fishing license which shall authorize whitefish fishing in these grids in Lake Superior, subject to State regulations and enforcement.



### III

#### LAKE TROUT

17. Lake trout rehabilitation shall be accomplished by means of a system of refuges, priority rehabilitation zones, and deferred zones, as represented on the attached maps. There shall be no commercial fishing with gill nets in such refuges. Commercial fishing with trap nets shall be permitted in refuges, but live lake trout shall be released. Lake trout TACs will be established for rehabilitation zones by the Technical Fisheries Review Committee (referred to herein), based on 40 to 45 percent total annual mortality. When the TAC for lake trout is reached in a primary lake trout rehabilitation zone, all large mesh gill netting and sport fishing for lake trout shall cease.

a) In Lake Michigan there shall be a primary rehabilitation zone which includes all of WFM - 04, except for grids 317, 318, 417, 418 and 419, all of WFM - 05, except for grids 610, 611 and 612. Within said rehabilitation area, the following grids shall constitute a refuge: South half of grid 313; South half of grid 314; grids 413, 414; South half of grid 415; grids 513, 514, 515 and 516; and the northwest quarter of grid 517; grid 613; and the north half of grid 614.

In addition, there shall be a refuge in the following grids located all or in part in the State of Michigan: 1606; 1607; 1706; 1707; 1806; 1807; 1906, and 1907 within treaty waters.

b) In Lake Huron, there shall be a primary rehabilitation zone which includes all of MH - 2 in the treaty ceded waters. In addition, in MH - 1 it shall include grids 305, 306, the south half of 407, 507, 508, and 607. A refuge shall be located in 307, 308, 309, 310, the north half of 407 and grids 408, 409, and 410. Gill net fishing shall be allowed in grids 305 and 306 only after May 15. Those portions of grids 505 and 506 south of the buoy described in paragraph 11(b) shall become a primary rehabilitation zone on January 1, 1990.

#### IV

#### WALLEYE

18. In 1985 the State agrees to stock 50,000 walleye fingerlings in, or near, the Brevort River which empties into Lake Michigan. From 1986 to 1989, the State agrees to stock an annual average of 100,000 fingerlings. From 1985 to 1989 the State and the Tribes will cooperate in the rearing of said fish in order to prepare the Tribes to take over the program in 1990:

19. Until such time as a tribal assessment fishery demonstrates the feasibility of the commercial harvest of walleye by treaty fishermen in Lake Huron, the Tribes shall refrain from the commercial harvest of walleye in Lake Huron. In any event, the commercial harvest of walleye by treaty fishermen shall be limited to statistical grids 202, 301, 302, 303, 304, 305, 306, 401, 402, and 403.

V

PERCH

20. Until such time as a tribal assessment fishery demonstrates the feasibility of the commercial harvest of perch by treaty fishermen in Lake Huron, the Tribes shall refrain from the commercial harvest of perch in Lake Huron. In any event, the commercial harvest of perch by Treaty fishermen shall be limited to statistical grids 202, 301, 302, 303, 304, 305, 306, 401, 402, and 403.

21. To the extent available, the State shall stock substantial numbers of perch from thinning operations associated with Upper Peninsula inland lakes at sites in Northern Lake Michigan. The Tribes and the MDNR shall agree on the precise location of the stocking.

VI

SALMON

22. Beginning in 1985, the State agrees to stock, on an annual basis, 250,000 salmon fingerlings in statistical district MH - 1. The plantings are to occur at an appropriate stream location on which the Tribes and the MDNR agree. Beginning in 1986, an additional 100,000 salmon fingerlings shall be planted at a location upon which the Tribes and the MDNR agree; likewise, beginning in 1987, an additional 150,000 salmon fingerlings shall be planted, bringing the total plant to 500,000 salmon fingerlings

annually, for so long as desired under this agreement. The use of suspended gill nets for the commercial harvest of salmon by treaty fishers is prohibited prior to August 16 and after October 30 of each year and outside of a two mile radius from the stream mouths where such plantings occur.

## VII

### BLOATER CHUBS

#### 23. a. Lake Michigan

The Tribes shall refrain from harvesting bloater chubs in Lake Michigan from the following statistical districts, except as otherwise provided in this agreement:

- i) MM - 1;
- ii) MM - 5;
- iii) MM - 6; and
- iv) MM - 7.

v) The parties expect that during the life of this agreement, the commercial harvest for chubs outside those areas described in 23 (a) (i) - (iv) shall be prosecuted by treaty fishers exclusively. The State shall not license any new persons or additional effort outside said areas described in 23 (a) (i) - (iv) without the prior written consent of the Tribes; provided, however, the Tribes' consent shall not be unreasonably withheld if there is surplus available for harvest that cannot otherwise be taken by treaty fishers.

b) Lake Huron

In statistical district MH - 1 and MH - 2, the Tribes shall authorize an assessment fishery for chubs in calendar year 1985; provided, however, the harvest from said fishery shall not exceed 200,000 (round) pounds during said calendar year and shall be closely monitored for the presence of Coregonus reghardi. In subsequent years, the nature and extent of the chub fishery in Lake Huron shall be determined by the Technical Fisheries Review Committee; provided that available harvest shall be shared between the State and the Tribes.

c) Lake Superior

The available chub fishery shall be shared between the State and the Tribes.

VIII

GRAND TRAVERSE BAY AREA

24. In order to facilitate lake trout rehabilitation in the Grand Traverse Bay area, commercial fishing by the Tribes in this area shall be limited as follows:

a) The commercial harvest of any species shall be consistent with the TAC as established by the Technical Fisheries Review Committee. The incidental catch of lake trout associated with whitefish harvest in this area shall be limited to TACs which are derived from total mortality rates for lake trout developed by the Technical Fisheries Review Committee.

b) In grids 915 and 916, commercial fishing by either gill net or impoundment gear is prohibited.

c) In grids 815 and 816, only the Grand Traverse Band may fish commercially and may only use impoundment gear in the period from September 15 to May 30, subject to seasonal spawning closures and other agreed conservation measures. It is further agreed that lake trout caught incidentally in these grids will be returned to the water. Fishing with gill nets is prohibited in grids 815 and 816.

d). In grids 616 and 716, only the Grand Traverse Band may fish commercially subject to seasonal spawning closures and other agreed conservation measures. However, the parties further agree that the Grand Traverse Band shall be limited to commercial fishing with impoundment gear in these grids after January 1, 1988, provided that impoundment gear and technical assistance is made available to the Grand Traverse Band.

e) In grids 615, 714, and 715 only the Grand Traverse Band may fish commercially, subject to seasonal spawning closures and other agreed conservation measures.

25. The Grand Traverse Band has an interest in additional fishing opportunities adjacent to its service area in WFM-06 and 07 north of the 1100 series of grids inclusive, both for chubs, utilizing small mesh gill nets deeper than 40 fathoms, and other species, utilizing impoundment gear. In 1985, one chub permit will be issued jointly by the Grand Traverse Band and the State if the Grand Traverse Band acquires the capacity for harvesting chubs. Dependent upon both availability of stocks and tribal

needs in subsequent years, additional opportunities for chubs and/or other species can be made available to the Grand Traverse Band pursuant to jointly issued State-Tribal authorization.

26. a) As large mesh gill net fishing in grids 517 and 518 is phased out under terms of this agreement, the Grand Traverse Band's commercial fishing in these grids shall be limited to the restrictions which then apply in grids 616 and 716 as identified in 24 (d).

b) Notwithstanding the provisions contained in paragraphs 24-26(a), in calendar year 1985 the Technical Fisheries Review Committee shall determine the Grand Traverse Band's whitefish harvest through August. In the event there are available whitefish stocks for harvest, Bay Mills and Sault Tribe fishermen shall be permitted to harvest them in grids 715 and 716 with large mesh gill nets.

## IX

### REGULATION OF THE FISHERY

27. The Tribes and the State shall continue in effect all current rules, regulations, or orders according to their terms unless and until modified, amended, or rescinded pursuant to the method provided herein.

28. No rule, regulation, or order shall be adopted, modified or rescinded where such adoption, modification, or res<sup>e</sup>ission would conflict with the substantive requirements of this agreement.

29. Prior to adopting, modifying, amending, or rescinding any rule, regulation, or order, the party proposing such action shall provide to all other parties to this agreement notice in writing of such proposed action as follows:

a) In the case of rules or regulations, not less than 30 days notice shall be provided.

b) In the case of regulatory orders not deemed an emergency, not less than 10 days notice shall be provided.

c) In the case of emergency orders, notice shall be provided as soon as practicable. An emergency shall be defined as an event posing an imminent threat to the public health safety, welfare or to the natural resources.

30. Upon adoption of any rule change, a written copy of the rule change shall be provided to all parties to this agreement within 10 days.

X

#### STANDING COMMITTEES

The parties create the following standing committees:

31. Joint Enforcement Committee

a) The membership of this committee shall consist of one representative from each Tribe, from the Michigan Department of Natural Resources and from the Bureau of Indian Affairs. A representative of the Michigan Department of State Police and Michigan Sheriff's Association may participate on an ad hoc basis.



b) The committee shall:

i) coordinate, to the greatest extent possible, the fisheries law enforcement responsibilities of the parties;

ii) pursue the development of uniform methods of marking and identifying commercial fishing gear;

iii) exchange information on enforcement and prosecution efforts by the parties;

iv) perform those other duties and responsibilities as are assigned to it jointly by the parties or under the terms of this agreement.

32. Technical Fisheries Review Committee

a) The membership of this committee shall consist of one representative of the Chippewa-Ottawa Treaty Fishery Management Authority or its successor, the Michigan Department of Natural Resources, and the United States Fish and Wildlife Service, Great Lakes Fishery Laboratory.

b) The committee shall meet not less than annually.

c) The committee shall:

i) issue an annual report on the status of fish stocks within treaty waters;

ii) make recommendations to resource managers on harvest levels and limits thereon;

iii) make recommendations as to the need for assessment efforts in particular fish stocks or waters;

iv) monitor the assessment efforts of the parties;

v) perform such other duties and responsibilities as directed jointly by the parties or required under this agreement.

d) It is agreed that an immediate assessment of the forage stocks is necessary.

33. Information and Education Committee

a) The membership of this committee shall consist of a representative of each Tribe, the Michigan Department of Natural Resources, and the Bureau of Indian Affairs.

b) The committee shall meet not less than semi-annually.

c) The committee shall:

i) undertake to educate and inform the public regarding this agreement and the activities of the parties pursuant thereto;

ii) promote understanding of treaty rights and responsibilities;

iii) provide a central clearinghouse for information relating to the treaty, this agreement, and the activities of the parties hereunder, including the activities and reports of all standing committees or any other committee created by the Executive Council; and

iv) perform such other duties and responsibilities as directed jointly by the parties or required under this agreement.

XI

EXECUTIVE COUNCIL

34. The parties shall create an Executive Council which shall meet and confer not less than annually regarding the state of the fishery resource, the implementation of this agreement, expenditure of funds except as otherwise provided herein and any disputes related hereto.

35. The Executive Council shall consist of the Tribal Chairpersons, the Director of the MDNR and the Secretary of the Interior, or their duly authorized representatives.

36. Prior to seeking relief from the Court regarding any dispute arising under this agreement, the parties shall utilize the procedures set forth below:

a) The complaining party shall provide not less than 30 days written notice of the dispute to all other parties.

b) The Executive Council shall then meet and confer in an attempt to resolve the dispute.

c) In the event of an emergency involving this agreement, posing an immediate threat of irreparable harm to a party, that party may petition the Court for relief notwithstanding the requirement of sub-paragraphs (a) and (b) above.

37. In lieu of procedures described in paragraph 36, the parties may adopt an alternative method of dispute resolution which establishes standards of review, additional powers and procedures, and assigns appropriate weight to decisions rendered.

XII

DATA COLLECTION AND EXCHANGE

38. Sportfishing. The State of Michigan shall collect information on the activities of sport fishermen within the treaty waters and provide that information to the Tribes or their designated agent.

a) The data collected shall include, but not be limited to, information on the species caught or pursued by sport fishermen, the areas and depths fished, and to the extent possible, the sport fishing catch shall be reported in a manner compatible with the report of the commercial catch.

b) The methodology used to measure the sport fishing catch and/or effort shall be submitted to the Technical Fisheries Review Committee for review and comment.

39. Commercial Catch Records. The State and the Tribes shall provide to all parties commercial catch data for fishers within the treaty ceded waters.

40: Retail Sales Records

a) The Tribes shall adopt a regulation requiring tribally licensed commercial fishers to issue a bill of sale to any retail outlet purchasing "game fish" from such fishers. "Game fish" shall be defined as set forth in the Michigan Sportmen Fishing Law, MCLA 301.6; MSA 13.1596.

b) The bill of sale required hereunder shall contain the name of the tribal fisher, the amount and species of fish sold, the date of sale, and the signature of the fisher.

41. Wholesale Fish Dealers Records

a) The parties agree to provide copies of all reports of wholesale fish dealers to any party requesting the same.

b) All wholesale fish dealers licensed by a party to this agreement shall comply with the following record keeping and reporting requirements:

i) A record of each purchase of fish shall be made in triplicate, signed by the seller and the buyer, indicating the name of the seller, the date, the seller's identification number, the amount of each species sold, and the price paid for each species. The licensed wholesaler and seller shall each retain one copy. One copy shall be mailed to the Treaty Waters Conservation Office in Sault Ste. Marie by the 10th day of the month following the month in which the transaction occurred.

ii) Licensed wholesale fish dealers shall require identification from each seller of fish.

c) A licensed wholesale fish dealer may only purchase fish from a state or tribally licensed commercial fisher, or other legal source of fish.

d) Beginning in 1986, the provisions of this section shall be made conditions of all wholesale fish dealers licenses issued or renewed by a party, and appropriate rules may be promulgated.

42. The parties shall promptly exchange all information received by them related to contaminant levels in fish in treaty waters.

43. The Tribes shall have the authority to void this agreement or any portion thereof, upon not less than 60 days prior written notice to the State and the Department of the Interior, unless the following funds and assistance are timely provided by the Department of the Interior:

- (a) In fiscal year 1985, \$150,000 to be used by the Tribes for a study to examine methods to increase the financial return to the Tribes and tribal fishery from the marketing of the treaty harvest.
- (b) In fiscal year 1985, an additional \$180,000 to the Tribes for their conservation programs, which include law enforcement, tribal courts and the tribal biological assessment project.
- (c) For the assessment of fish stocks available for commercial harvest within treaty ceded waters, an additional \$75,000 to the Fish and Wildlife Service (FWS) during fiscal year 1985.
- (d) For the construction, acquisition and/or renovation of a building in Sault Ste. Marie to be utilized for the Treaty Waters Conservation Office, \$150,000 to \$200,000 by the end of the fiscal year 1986.

If funded, the parties will establish a Treaty Waters Conservation Office to house biologists,

enforcement officers, and other personnel involved in management of the commercial fishery in treaty waters and to serve as a central location for information related to the fishery, including catch reports, assessment data, and research. ° The office will also provide information and assistance to fishermen and others.

- (e) As a direct grant to the tribes, \$250,000 to be used to implement the recommendations from the study described in paragraph 43 (a).
- (f) Technical assistance to the tribes to assist in implementing the recommendations from the study described in paragraph 43 (a).
- (g) \$1,500,000 for the creation of a Treaty Waters Fisheries Management Fund, which shall not relieve the DOI's existing responsibility for the continued support of tribal programs. Interest from the fund shall be used for fisheries management activities.

44. [omitted]

~~XIV~~  
~~XIII~~

#### STATE CONTRIBUTION

45. The State agrees to seek funding for certain programs and to seek to provide funds as follows:

a) To match the amount of funds to be provided to the Tribes by the DOI for fisheries management activities set forth in paragraph 43. The State shall also provide consultation and assistance for the development of fisheries markets and marketing strategies. Not less than \$100,000 of the State's contribution shall be used for the conduct of jointly agreed upon fisheries stock assessment work. Fish from said assessment shall be harvested by tribal licensees.

b) The State will consider grant requests from the Tribes to obtain impoundment gear acquired by the State from displaced State licensed commercial fishermen.

c) The State shall seek the necessary authority and appropriation of no less than \$1,500,000 for the Treaty Waters Fisheries Management Fund. The State shall contribute its funding subsequent to Federal funding specified in paragraph 43 (g) above. Interest from the fund shall be used for fisheries management activities for the benefit of the treaty fishery. For the interest derived from the State contribution, a separate accounting shall be made by the State. State funds shall not be spent without concurrence of the State representative on the Executive Council.

46. The State shall plant annually 150,000 fingerling lake trout in Whitefish Bay beginning in calendar year 1985, at locations agreed upon by the State and the Tribes. In the event such plantings do not occur, the State shall use its best efforts to provide a reasonable alternative fishing opportunity to the Tribes. Failure to do so will allow the Tribes to suspend the



restrictions contained in paragraph 48 upon 30 days prior written notice.

47. In the event the State fails to fulfill any of the obligations set forth in paragraphs 45 and 46 above, the Tribes may petition the Court for modification or termination of this agreement, or other appropriate order.

XV  
XIV

#### MISCELLANEOUS

48. Notwithstanding the provisions in paragraph 10 (c) above, in grid 517 in Lake Michigan and that portion of grid 518 west of a line starting at Nine Mile Point and running north to Seven Mile Point in Lake Michigan, licensed tribal fishermen may fish during the period January 1 through May 31 and October 1 through October 31, of each year until October 31 of 1990. Five years after the plantings provided for in paragraph 46, this area shall be closed to commercial fishing by the Tribes except as specifically provided in Article VIII for the Grand Traverse Band. *The remaining portion of grid 518 and 519 shall be closed to all tribal fishing.*

49. Notwithstanding the provisions in paragraph 11 (b) above, in Lake Huron that portion of grid 506 west of a north-south line extending from Forty Mile Point to the northern limit of that grid and all of grid 505 will be available for large mesh gill net fishing by licensed tribal fishermen from May 1 through

December 31 (excluding spawning closure during the month of November) until December 31, 1989. After December 31, 1989 tribal fishing shall be closed south and east of a line described above in paragraph 11 (b).

50. There shall be no dual licensing of commercial fishermen by the State and by the Tribes.

51. Sport fishing is permitted anywhere in treaty waters subject to State regulation.

52. Any unlicensed fishermen fishing in State licensed fishing areas shall be subject to enforcement by the State.

XVI  
XV

#### DURATION OF AGREEMENT

53. This agreement shall be effective upon execution by all signatories and shall continue for fifteen years thereafter. During the life of this agreement, the parties may amend it by written agreement approved by the Court in the same manner in which it was initially adopted.

54. Upon expiration of the terms of this agreement, or if earlier terminated for any reason, the provisions, restrictions and conditions contained herein shall no longer govern the parties in any manner whatsoever.

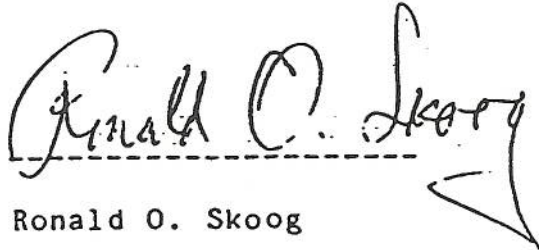
XVII

CONTINUING JURISDICTION

55. The Court shall retain continuing jurisdiction over this matter including disputes arising from the reduction of harvest by State licensees for the life of this agreement and thereafter.

DATED: March 28, 1985

STATE OF MICHIGAN

  
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Ronald O. Skoog


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Elizabeth Valentine

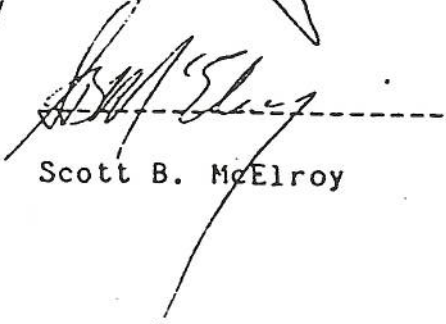
UNITED STATES OF AMERICA

  
William P. Horn

BAY MILLS INDIAN COMMUNITY

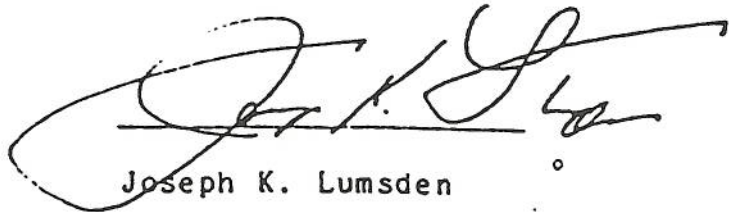
  
Irma Parrish

  
Bruce R. Greene

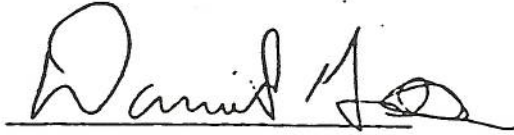
  
Scott B. McElroy

SAULT STE. MARIE TRIBE

OF CHIPPEWA INDIANS



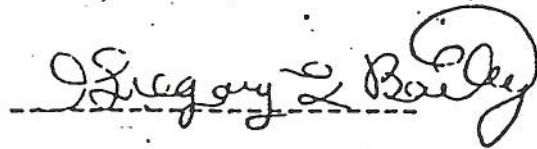
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Daniel T. Green

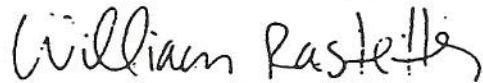
Daniel T. Green

GRAND TRAVERSE, BAND OF  
OTTAWA/CHIPPEWA INDIANS



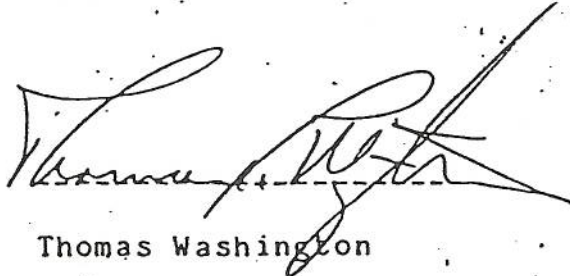
Gregory L. Bailey

Gregory L. Bailey



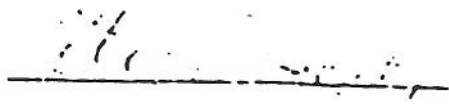
William Rastetter

MICHIGAN UNITED CONSERVATION  
CLUBS

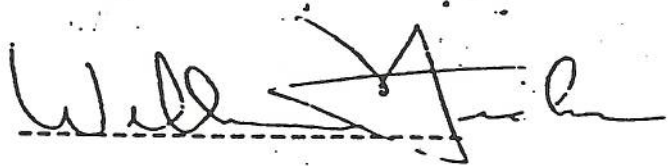


Thomas Washington

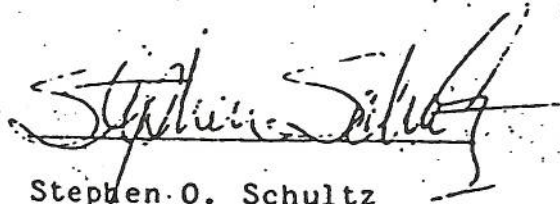
Thomas Washington

  
Peter Stekete

GRAND TRAVERSE AREA SPORT  
FISHING ASSOCIATION

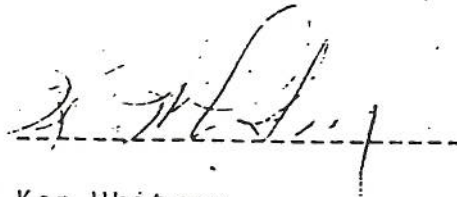


William Hicks

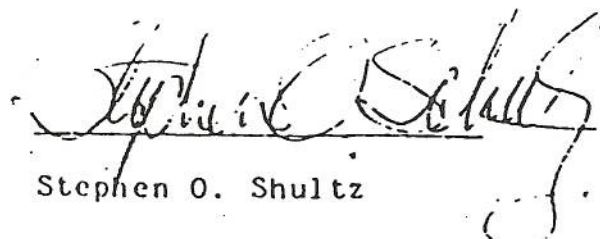


Stephen O. Schultz

MICHIGAN CHARTERBOAT  
ASSOCIATION

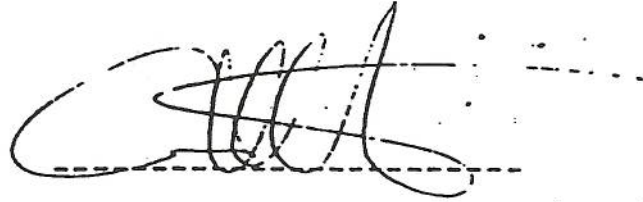


Ken Whitney

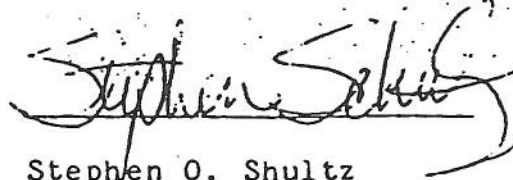


Stephen O. Shultz

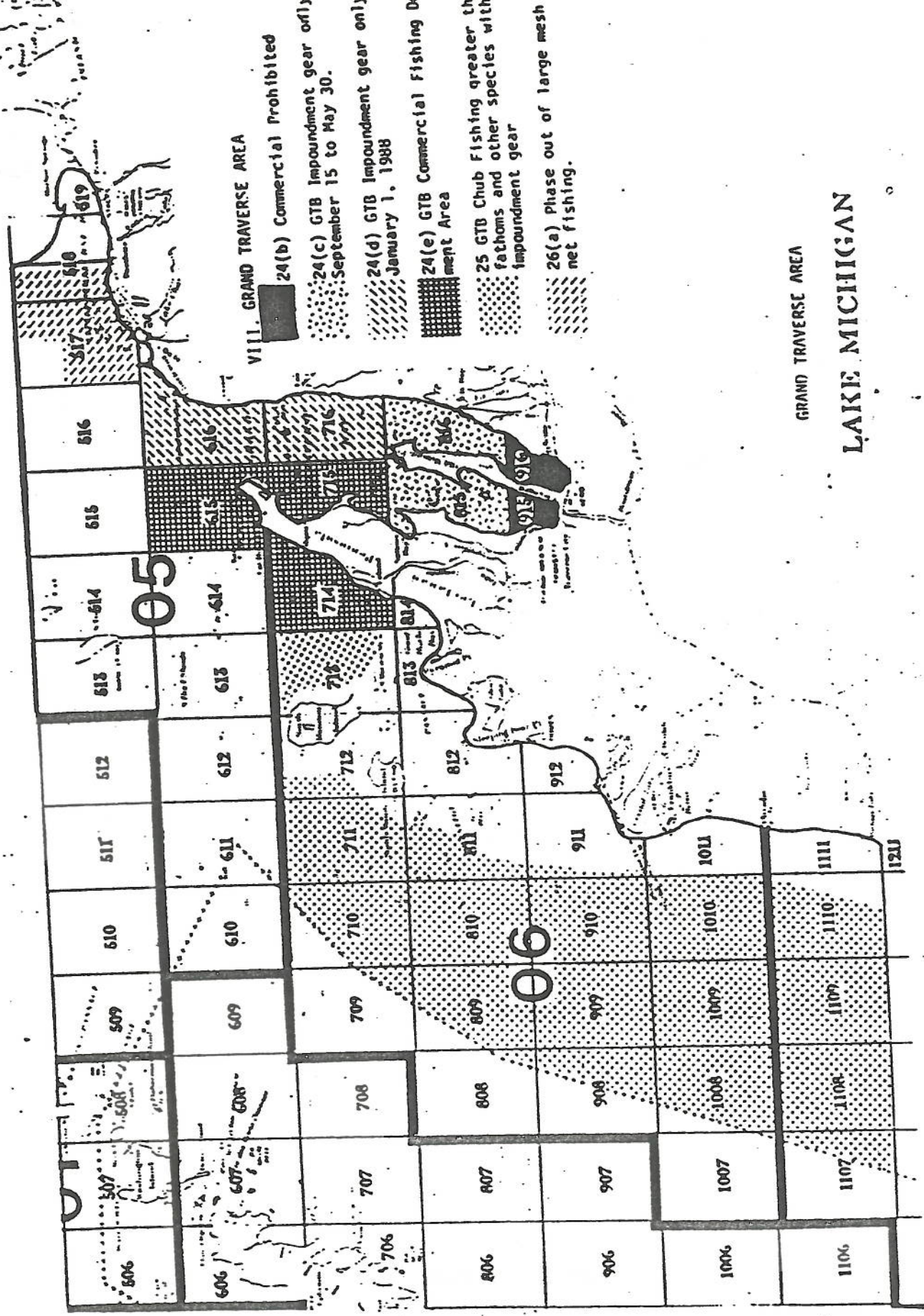
MICHIGAN STEELHEAD AND SALMON  
FISHERMAN'S ASSOCIATION

A handwritten signature in black ink, appearing to read 'Andrew Pelt', written over a horizontal dashed line.

Andrew Pelt

A handwritten signature in black ink, appearing to read 'Stephen O. Shultz', written over a horizontal solid line.

Stephen O. Shultz

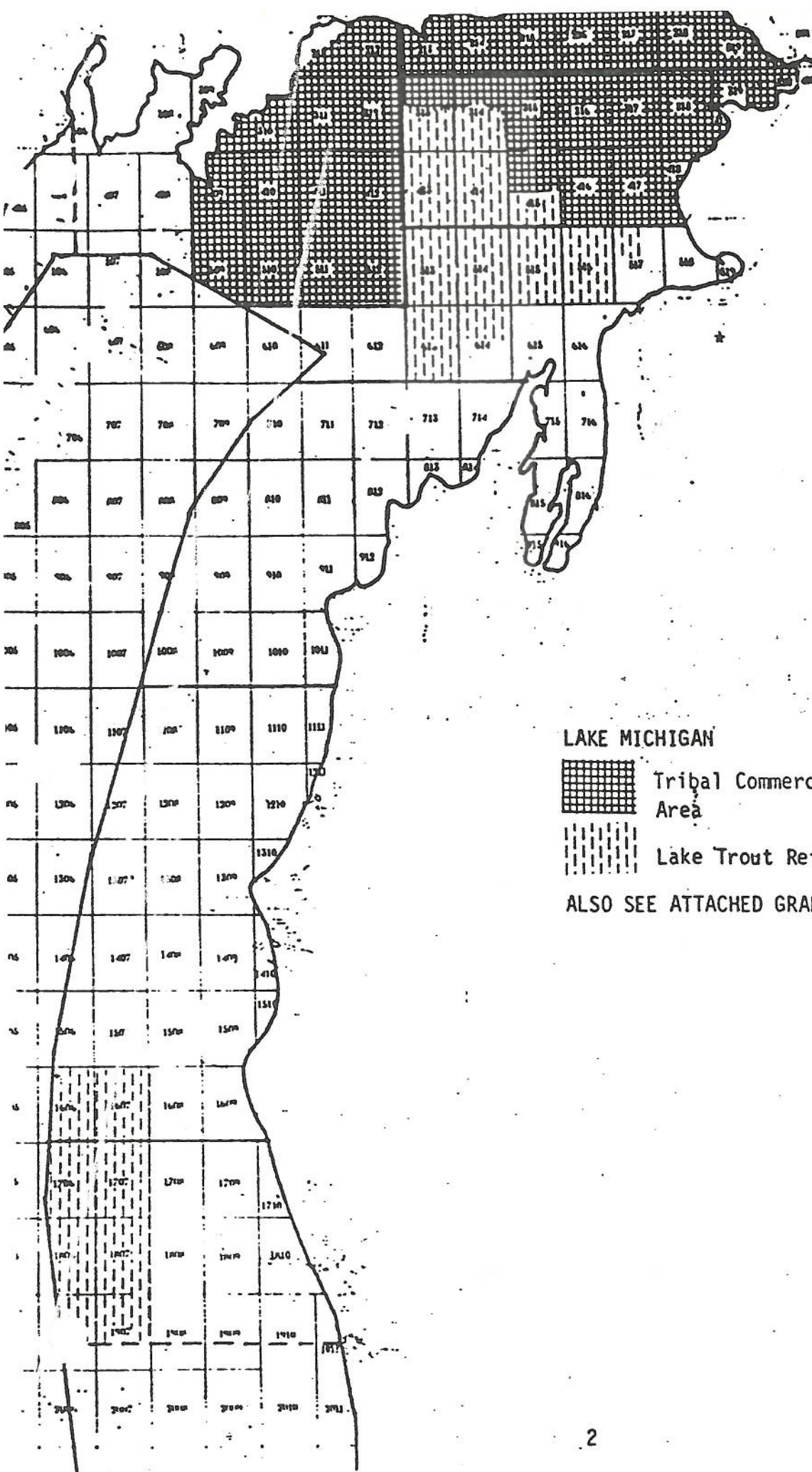


VIII. GRAND TRAVERSE AREA

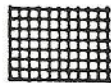
- 24(b) Commercial Prohibited
- 24(c) GTB Impoundment gear only  
September 15 to May 30.
- 24(d) GTB Impoundment gear only  
January 1, 1988
- 24(e) GTB Commercial Fishing De-impoundment Area
- 25 GTB Chub Fishing greater than 20 fathoms and other species with impoundment gear
- 26(a) Phase out of large mesh net fishing.

GRAND TRAVERSE AREA  
LAKE MICHIGAN





LAKE MICHIGAN

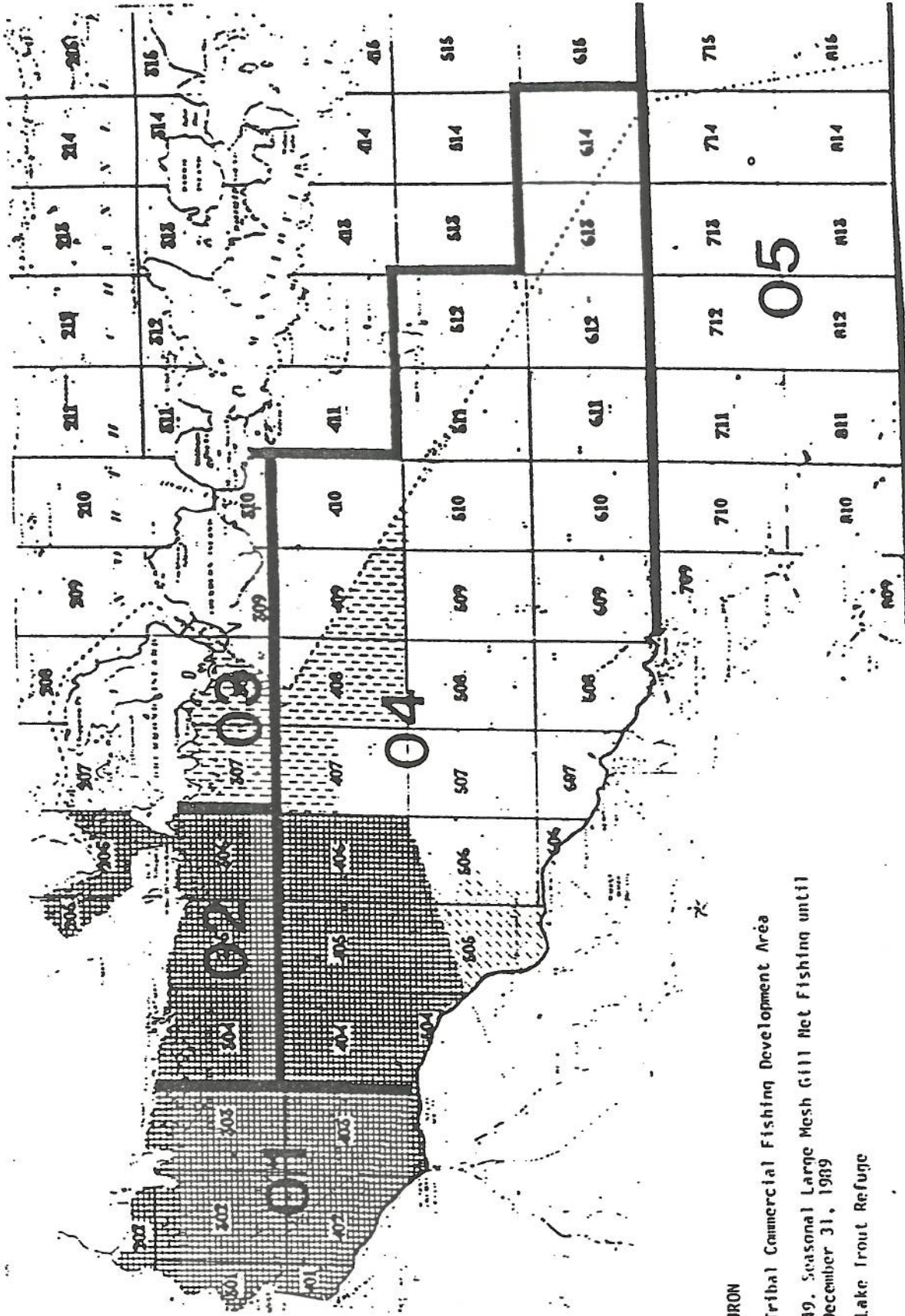


Tribal Commercial Fishing Development Area



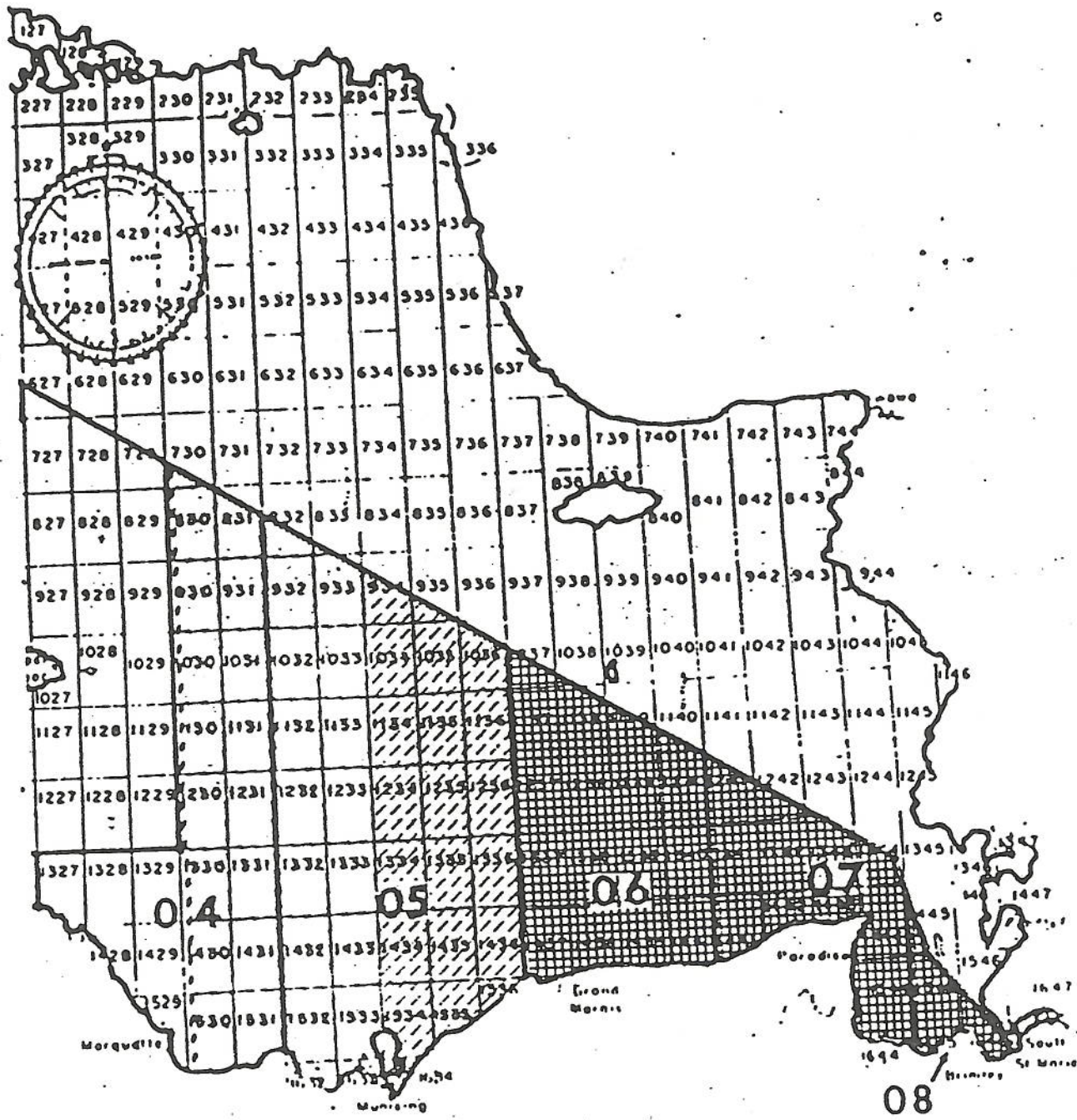
Lake Trout Refuge

ALSO SEE ATTACHED GRAND TRAVERSE BAY AREA MAP



LAKE HURON

-  Tribal Commercial Fishing Development Area
-  49. Seasonal Large Mesh Gill Net Fishing until December 31, 1989
-  Lake Trout Refuge

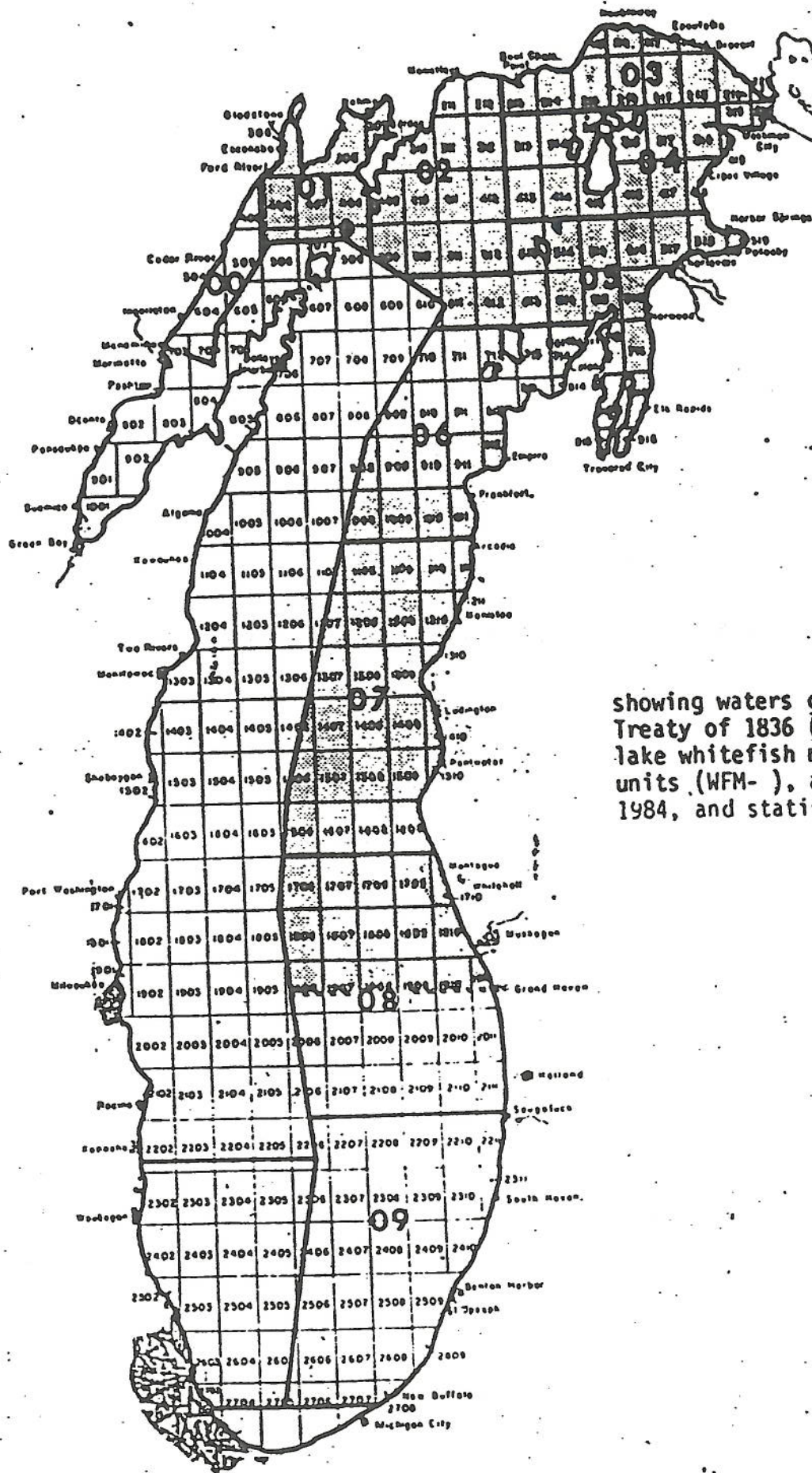


LAKE SUPERIOR:

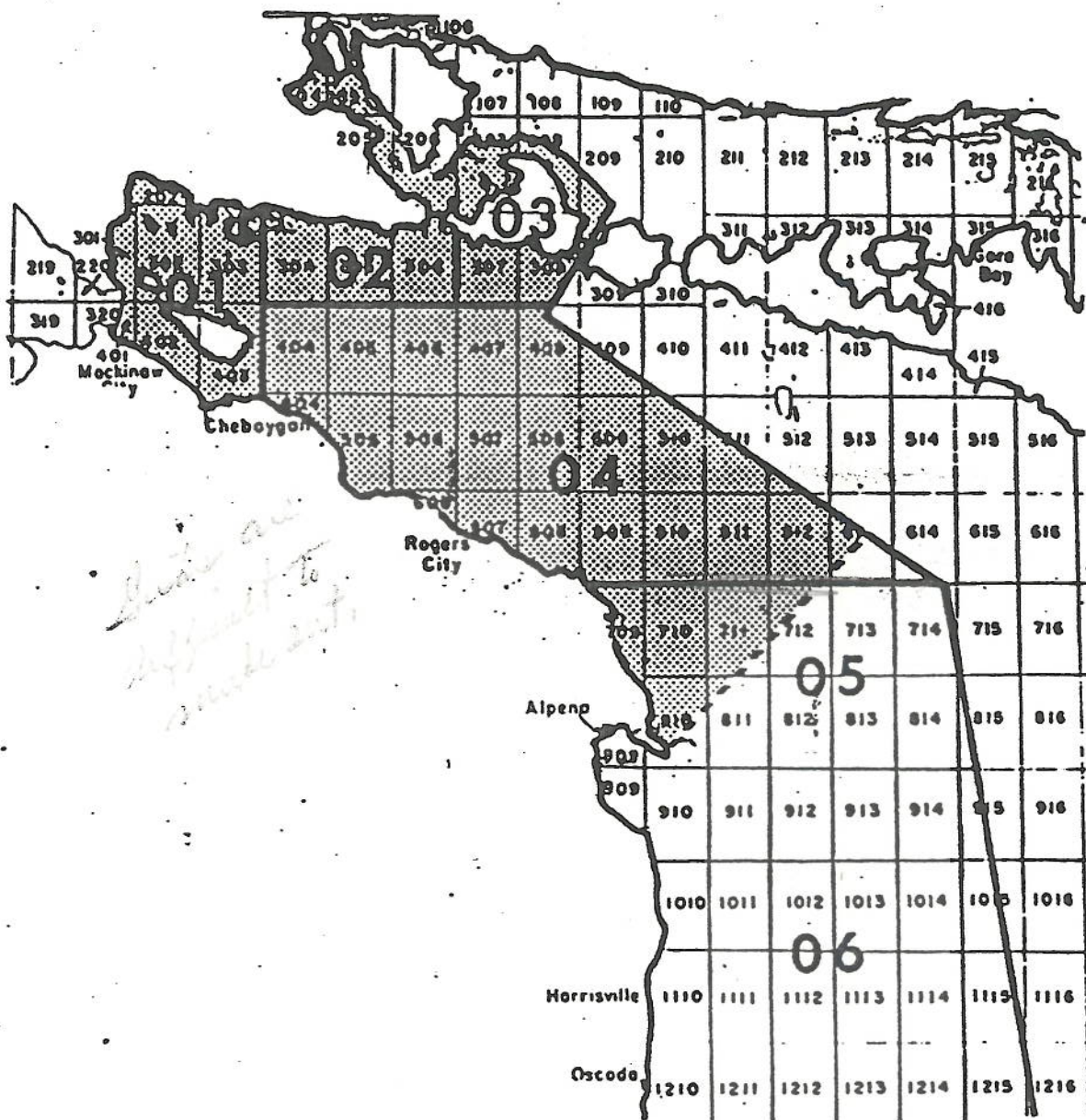


Tribal Commercial Fishing Development Area

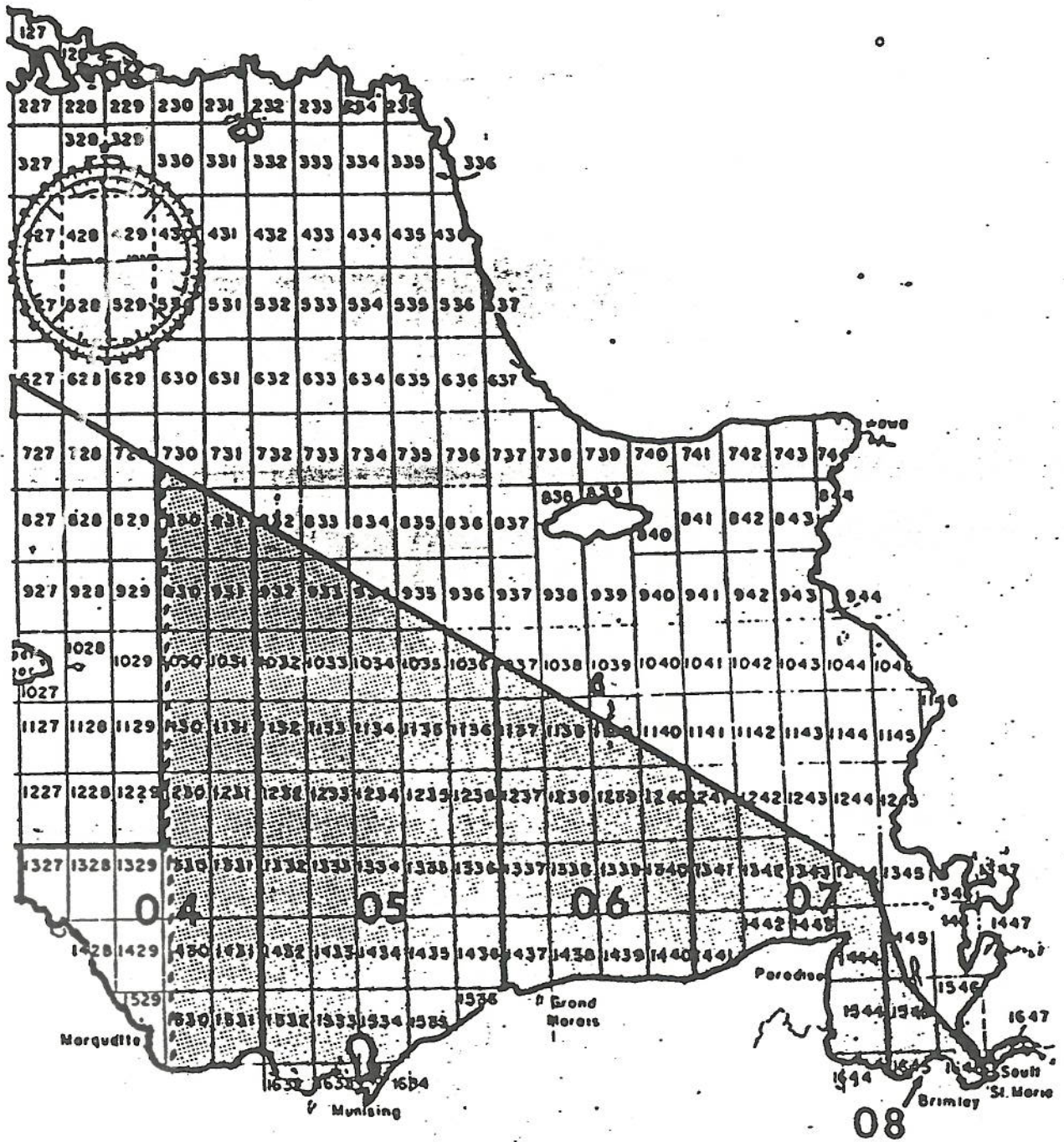
16. Phase-out of large mesh gill net fishing by January 1, 1990



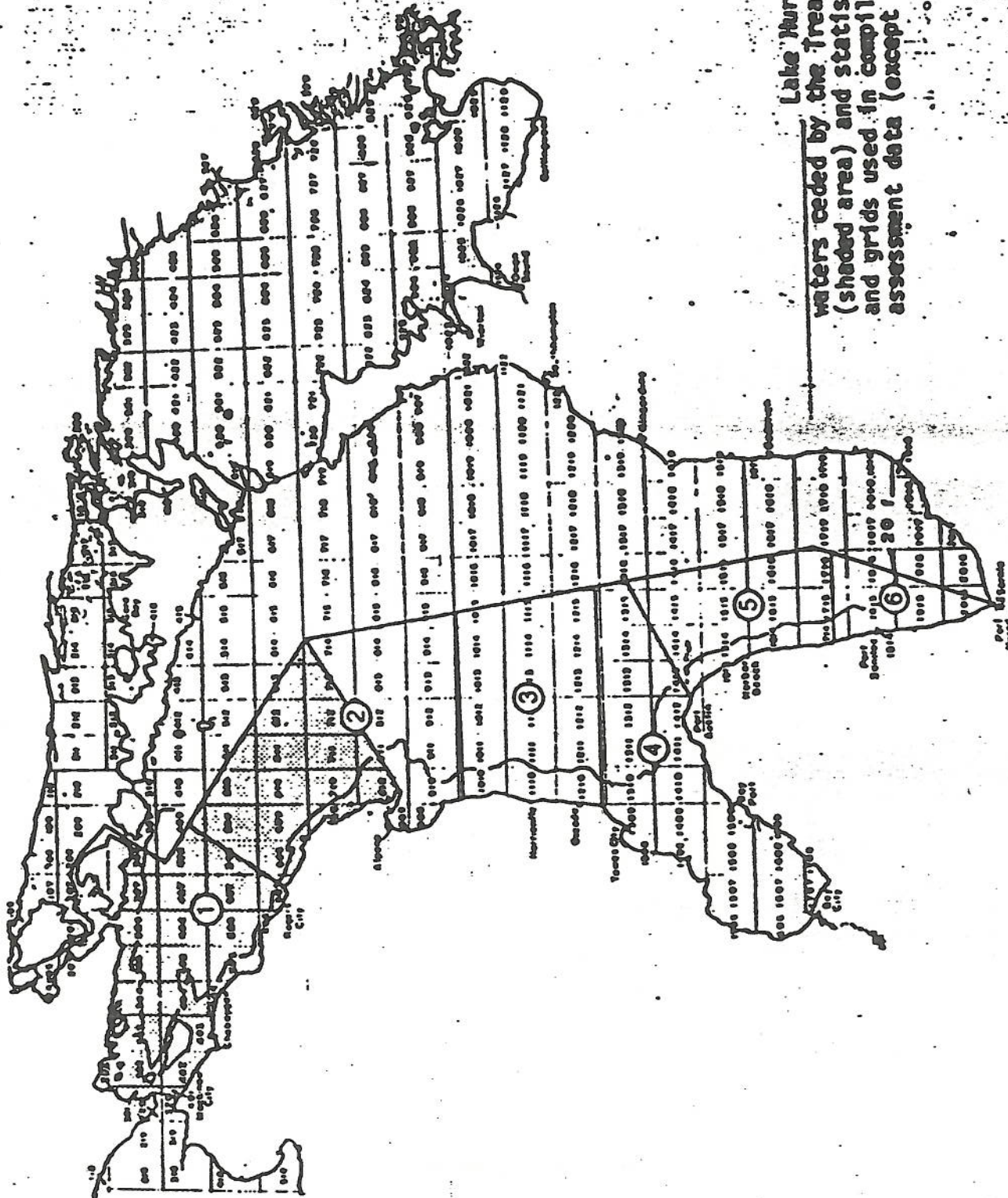
Lake Michigan, showing waters ceded by the Treaty of 1836 (shaded area), lake whitefish management units (WFM-), as revised in 1984, and statistical grids.



Northwestern Lake Huron, showing waters ceded by the Treaty of 1836 (shaded area), lake whitefish management units (WFH-), as revised in 1984, and statistical grids.



Eastern Lake Superior, showing waters ceded by the Treaty of 1836 (shaded area), lake whitefish management units (WFS- ), as revised in 1984, and statistical grids.



Lake Huron, showing waters ceded by the Treaty of 1836 (shaded area) and statistical districts and grids used in compiling fish-stock assessment data (except lake whitefish).