TENTH LEGISLATURE OF THE CHEYENNE AND ARAPAHO TRIBES SPECIAL SESSION AUGUST 22, 2025 CONCHO, OK

RESOLUTION: A Resolution to Authorize Governor Wassana to Enter into

a Lease with Reagan Smith in the name of Validus Energy II Midcon LLC in Blaine County (Big Bellied Woman)

RESOLUTION NO: 10L-SS-2025-0822-006

DATE INTRODUCED: August 15, 2025

SPONSOR: Kendricks Sleeper, District A2 **CO-SPONSOR:** Rector Candy, District A4

SUBJECT: A Resolution to Authorize Governor Wassana to Enter into a Lease with Reagan Smith in the name of Validus Energy II Midcon LLC in Blaine County (Big Bellied Woman)

WHEREAS The Cheyenne and Arapaho Tribes are duly recognized by the United States Secretary of the Interior as a self-governing, Sovereign Nation, that is a federally recognized Indian Tribe with all rights, privileges, and powers attended thereto as a sovereign government, and organized in accordance with Title 25 of the United States Code, Section 450, the "Indian Self-Determination and Education Assistance Act," and Article XVII of the Tribe's Constitution and By-Laws and Section 3 of the Oklahoma Indian Welfare Act of June 26, 1936 (49 Stat. 1967), under an amended Constitution ratified on August, 2006 and approved by the Secretary of Interior on May 17, 2006; and

WHEREAS: Article VI, Section 5(a) of the Constitution provides that the Legislative power shall be vested in the Legislature; and

WHEREAS: Article VI, Section 5(a) of the Constitution grants the Legislature the power to make laws and resolutions in accordance with the Constitution which are necessary and proper for the good of the Tribes; and

WHEREAS: Article VII, Section 4(d) of the Constitution requires that the Legislature or Tribal Council give prior authorization for the signing of contracts by the Governor; and

WHEREAS: The Legislature has the Constitutional obligation and public responsibility to the Tribes to oversee the Tribes' operations in order to establish and promote justice, establish guidance and direction for the government and advance the general welfare of the Tribes; and

- WHEREAS: The Cheyenne and Arapaho Tribes have a mineral interest in the SE/4 of Section 19, Township 15 North, Range 13 West, Blaine County, Oklahoma (160.000NMA) LESS & EXCEPT ATOKA/MORROW & MISSISSIPPIAN FORMATIONS; and
- **WHEREAS:** The agreed upon lease terms are as follows a bonus payment in the amount of \$480,000.00 or \$3,000.00 per acre, a 20% or one-fifth royalty, a three (3) year term and pay an additional \$3.00 per net acre per year during the primary term; and
- **WHEREAS:** The Cheyenne and Arapaho Tribes have agreed upon compensation satisfactory to the tribes, waives valuation, and has determined that accepting such agreed-upon compensation and waiving valuation is in its best interest; and
- **WHEREAS:** The Cheyenne and Arapaho Tribes have authorized the issuance of said lease and for Governor Wassana to execute all necessary documents and requests that the Bureau of Indian Affairs follows suit; and
- WHEREAS: The Tenth Legislature of the Cheyenne and Arapaho Tribes does hereby adopt and approve this resolution and authorizes the issuance of an oil and gas lease for the SE/4 of Section 19, Township 15 North, Range 13 West, Blaine County, Oklahoma (160.000NMA) LESS & EXCEPT ATOKA/MORROW & MISSISSIPPIAN FORMATIONS at the terms stated above; and

NOW THEREFORE BE IT RESOLVED, that by authorizing the grant of this oil and gas lease on tribal lands, the Cheyenne and Arapaho Tribes in no way relinquish ownership, jurisdiction or sovereignty over lands covered by such lease and notwithstanding the grant of this lease, the Cheyenne and Arapaho Tribes shall exercise all jurisdiction over the land subject to these rights-of-way to the full extent allowed by law.

Kendricks Sleeper Speaker of the Tenth Legislature Cheyenne and Arapaho Tribes

ATTEST:

I, Jodi White Buffalo, Legislative Clerk, hereby certify that the foregoing is a True and Accurate Copy of the Original Bill No. 10L-SS-2025-0822-006 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in the Tenth Legislature Special Session, by a roll call vote on the 22nd day of August 2025, by a vote.

VOTE RECORD:

DISTRICT	LEGISLATOR	YES	NO	ABSTAIN	ABSENT
A1	Diane Willis				
A2	Kendricks Sleeper				
A3	Travis Ruiz				
A4	Rector Candy				
C1	Bruce Whiteman, Jr.				
	George Woods				
C3	Thomas Trout				
C4	Byron Byrd				
TOTAL					
	Passes () Fails () T	abled () Allow	ed to Die () No Action ()

Jodi White Buffalo, Legislative Clerk Tenth Legislature, Cheyenne and Arapaho Tribes

ATTEST:

Pursuant to Article VI, Section 7, subsection (a)(iv) of the Tribes Constitution reads in part: "All Bills passed by the Legislature shall be presented to the Governor for signature or veto. All laws shall take effect thirty days after signature by the Governor or veto override by the Legislature unless any Member of the Tribes submits to the Coordinator of the Office of Tribal Council a petition signed by at least one hundred fifty Members of the Tribal Council seeking to repeal the law or resolution at the next Tribal Council meeting. If the Tribal Council fails to repeal such law or resolution at the next Tribal Council where the matter has been properly placed on the agenda for the Tribal Council meeting, such law or resolution shall become effective immediately."

Pursuant to Article VII, Section 4, subsection (g) of the Tribes Constitution reads: "The Governor shall have the power to sign any enactment passed by the Legislature into law or to veto any enactment passed by the Legislature within ten days of passage with a written explanation of any objections; and if the Governor takes no action within ten days, then the enactment shall become law in accordance with this Constitution."

{ } APPR { } VETC	OVED DED: Attachment _	; Governor's written explanation of any objections.
On the	day of	, 2025.
		Reggie Wassana, Governor Cheyenne and Arapaho Tribes

TRANSMITTAL OF DOCUMENTS:

From the Legislative Branch to the Office of Records Management

ATTEST:

Pursuant to Article VI, Section 7, subsection (a)(v), of the Tribes Constitution reads, "The Office of Records Management shall compile all Laws and Resolutions into a comprehensive Code in an orderly manner that shall be published annually."

Office of Records Management Staff, hereby certify that the foregoing is a True and Accurate Original Resolution No. 10L-SS-2025-0822-006. Space below is reserved for Stamp:

Received (Date) Office of Record Management

Signature	
Print Nam	e:
Title:	
Date:	
Office of I	Records Management
Departmen	at of Administration, Executive Branch

Cheyenne and Arapaho Tribes



July 7, 2025

CHEYENNE AND ARAPAHO TRIBES, OKLAHOMA ATTN: GOVERNOR PO BOX 8 CONCHO, OK 73022

Re:

Heirs and Successors of Big Bellied Woman, #535, Sec.19-15N-13W, Blaine

County, OK

Dear GOVERNOR:

As you may know from the BIA - Concho Agency, we have made a bid for the referenced tract of land. The Agency has appraised our bid and determined that our lease offer is the same as or better than what is being paid in the area for leases. The Agency shows that you are an heir to Big Bellied Woman, Cheyenne & Arapaho #535.

We will be taking the lease in the name of Validus Energy II Midcon LLC. We will pay you \$3,000.00 for each mineral acre you own. This lease will be for a three (3) year term, with a Lessor's royalty of 20.00% and pay an additional \$3.00 per net acre per year during the primary term. According to BIA records, you own 1.667 nma.

Please sign all the enclosed Oil and Gas Lease Acceptance forms. Please sign <u>exactly</u> as your name is printed in the presence of a Notary Public OR two witnesses (include witness address) and return signed copies to our office in the self-addressed envelope. A copy of the lease is attached for your review and need not be signed or returned. The BIA will send you your lease payment only after all the leases have been received and approved by the BIA.

If you have any questions, please give me a call at (405) 600-3363. Your cooperation and favorable consideration are greatly appreciated.

Sincerely,

Alicia Starr

for Validus Energy II Midcon LLC

AFS Enclosures

ACCEPTANCE OF LESSOR TO BE ATTACHED TO OIL AND GAS LEASE

Name of Lessor: CHEYENNE AND ARAPAHO TRIBES, OKLAHOMA
Post Office Address: <u>c/o Superintendent, Concho Agency, P.O. Box 68, El Reno OK 73036</u>
The undersigned hereby accepts the bonus, in the amount of \$ 480,000.00 bid by: VALIDUS ENERGY II MIDCON LLC
for an oil and gas lease on the land described below, subject to all of the conditions contained in the standard oil and gas lease form, approved by the Commissioner of Indian Affairs, and in use at the Concho Agency, such lease having been offered for competitive bidding at a regular public sale of oil and gas lease on JUNE 25 , 2025
said Agency in accordance with the regulations contained in the Code of Federal Regulations, Title 25 - Indians, Part 212, and to be effective upon approval thereof by the Secretary of Interior or his authorized representative.
Cheyenne-Arapaho Allotment # 535, Big Bellied Woman
(Here describe and identify the leased premises, name and number of the original allottee, reservation, and legal description of land.)
SE/4 of Section 19, Township 15 North, Range 13 West, Blaine County, Oklahoma (160.000 NMA): LESS & EXCEP
ATOKA/MORROW & MISSISSIPPIAN FORMATIONS, Chevenne and Arapaho, 535, BIG BELLIED WOMAN
The undersigned further agrees that should the fee of said land be now or hereafter divided into separate parcels, held by different owners, or should the rental or royalty interest thereunder be so divided in ownership, each separate owner should receive such proportions of all rentals and royalties accruing under the terms of the lease as the acreage of the fee, or rentals or royalty interest bears to the entire acreage covered by the lease or to the entire rental or royalty as the case may be.
The undersigned further agrees that this acceptance shall be attached to the formal lease contract, when signed by the lessee, and become a part thereof, with the same effect and in lieu of my signature thereon.
IN WITNESS, WHEREOF, I have hereunto set my hand and seal thisday of
Two witnesses to execution by lessor:
P.O
CHEYENNE AND ARAPAHO TRIBES, OKLAHOMA
P.O

STATE OF)
COUNTY OF)
Before me, a Notary Public, on this	day of,
, personally appeared	
	no executed the within and foregoing acceptance of the executed the same as his/her free and voluntary nerein set forth.
	Notary Public
My Commission Expires:	
JURAT FOR USE WHEN	N SIGNATURE IS BY THUMB MARK
STATE OF)
COUNTY OF)
Before me, a Notary Public, on this	day of,
, personally appeared	
to me known to be the identical person wh	no executed the within and foregoing acceptance of
	ht thumb print) in my presence and in the presence of,
	signing the name
	and acknowledged to me that
	untary act and deed for the uses and purposes therein
	Notary Public
My Commission Expires:	

ACCEPTANCE OF LESSOR TO BE ATTACHED TO OIL AND GAS LEASE

Name of Lessor: Cherenne and Arapano Tribes, Oktahowa
Post Office Address: <u>c/o Superintendent, Concho Agency, P.O. Box 68, El Reno OK 73036</u>
The undersigned hereby accepts the bonus, in the amount of \$ 480,000.00 bid by: VALIDUS ENERGY II MIDCON LLC
for an oil and gas lease on the land described below, subject to all of the conditions contained in the standard oil and gas lease form, approved by the Commissioner of Indian Affairs, and in use at the Concho Agency, such lease having been offered for competitive bidding at a regular public sale of oil and gas lease on JUNE 25, 2025
said Agency in accordance with the regulations contained in the Code of Federal Regulations, Title 25 - Indians, Part 212, and to be effective upon approval thereof by the Secretary of Interior or his authorized representative.
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The undersigned further agrees that should the fee of said land be now or hereafter divided into separate parcels, held by different owners, or should the rental or royalty interest thereunder be so divided in ownership, each separate owner should receive such proportions of all rentals and royalties accruing under the terms of the lease as the acreage of the fee, or rentals or royalty interest bears to the entire acreage covered by the lease or to the entire rental or royalty as the case may be.
The undersigned further agrees that this acceptance shall be attached to the formal lease contract, when signed by the lessee, and become a part thereof, with the same effect and in lieu of my signature thereon.
IN WITNESS, WHEREOF, I have hereunto set my hand and seal this
Two witnesses to execution by lessor:
P.O
CHEYENNE AND ARAPAHO TRIBES, OKLAHOMA
P.O

STATE OF
COUNTY OF
Before me, a Notary Public, on this day of,
, personally appeared
to me known to be the identical person who executed the within and foregoing acceptance of lessor, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.
Notary Public
My Commission Expires:
JURAT FOR USE WHEN SIGNATURE IS BY THUMB MARK
STATE OF)
COUNTY OF
Before me, a Notary Public, on this day of,
, personally appeared
to me known to be the identical person who executed the within and foregoing acceptance of
lessor by mark (right thumb print) in my presence and in the presence of
and
as witness, the said signing the name
of and acknowledged to me that
executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.
Notary Public

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Post Office Address: <u>c/o Superintendent, Concho Agency, P.O. Box 68, El Reno OK 73036</u>
The undersigned hereby accepts the bonus, in the amount of \$\frac{480,000.00}{\text{bid by: VALIDUS ENERGY II MIDCON LLC}} for an oil and gas lease on the land described below, subject to all of the conditions contained in the standard oil and gas lease form, approved by the Commissioner of Indian Affairs, and in use at the Concho Agency, such lease having been offered for competitive bidding at a regular public sale of oil and gas lease on \(\frac{\text{JUNE 25, 2025}}{\text{JUNE 25, 2025}} \) said Agency in accordance with the regulations contained in the Code of Federal Regulations, Title 25 - Indians, Part 212, and to be effective upon approval thereof by the Secretary of Interior or his authorized representative.
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Two witnesses to execution by lessor:
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COUNTY OF	
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Notary Puk	olic
My Commission Expires:	
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COUNTY OF	
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as witness, the said	
of and acknowledged to me that	
executed the same as his/her free and voluntary act and deed for the us set forth.	
Notary Pul	blic
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COUNTY OF)
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	who executed the within and foregoing acceptance of she executed the same as his/her free and voluntary therein set forth.
	Notary Public
My Commission Expires:	
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JURAT FOR USE WHE	EN SIGNATURE IS BY THUMB MARK
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COUNTY OF)
Before me, a Notary Public, on this	s day of,
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lessor by mark (rig	ght thumb print) in my presence and in the presence of
	and,
as witness, the said	signing the name
	and acknowledged to me that
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	Notary Public
My Commission Expires:	