

**ELEVENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
SPECIAL SESSION
SEPTEMBER 3, 2026
CONCHO, OK**

RESOLUTION:	A Resolution to Approve a Surface Easement and Right of Way to ONEOK Field Services Company L.L.C.
RESOLUTION NO:	11L-SS-2026-0903-008
DATE INTRODUCED:	August 28, 2026
SPONSOR:	Kendricks Sleeper, District A2
CO-SPONSOR:	Rector Candy, District A4

SUBJECT: A Resolution to Approve a Surface Easement and Right of Way to ONEOK Field Services Company L.L.C.

WHEREAS: The Cheyenne and Arapaho Tribes are federally recognized Indian Tribes, organized under a Constitution approved by the Secretary of the Interior on April 4, 2006, 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: 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 Eleventh Legislature finds that it is necessary and proper to grant a right of way and surface easement to ONEOK Field Services Company L.L.C. in Roger Mills County for a natural gas pipeline; and

WHEREAS: The right of way will be: A permanent easement Fifty feet (50') in width, being Twenty-five feet (25') on each side of the route, and a temporary construction easement of an additional Twenty-five (25') in width across part of the North Half (N/2) of Section 15-13N-21W and the Northwest Quarter (NW/4) and the West Half of the West Half of the Northeast Quarter (W/2 W/2 NE/4) of Section 14-13N-21W of the Indian Meridian, Roger Mills County, Oklahoma; and

WHEREAS: The surface easement will be a 50' x 50' site located in the West Half of the Northwest Quarter (W/2 NW/4) of Section 14-13N-21W of the Indian Meridian, Roger Mills County, Oklahoma; and

WHEREAS: Consideration shall be in the form of compensation totaling \$752,033.45 based upon 622.52 rods, a 50' X 50' valve site; and

NOW THEREFORE BE IT RESOLVED that the Eleventh Legislature approves the ONEOK surface easement and right of way agreements; and

NOW THEREFORE BE IT FINALLY RESOLVED that the Eleventh Legislature, pursuant to Article VII, Section 4(d) of the Cheyenne and Arapaho Tribal Constitution authorizes Governor Wassana to execute any and all documents related to the intent of this resolution.


Kendricks Sleeper
Speaker of the Eleventh 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 Resolution No. 11L-SS-2026-0903-008 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in a Special Session of the Eleventh Legislature, by a roll call vote on the 3rd day of September 2026.

VOTE RECORD:

DISTRICT	LEGISLATOR	YES	NO	ABSTAIN	ABSENT
A1	Pamela Sutton	✓			
A2	Kendricks Sleeper	✓			
A3	Travis Ruiz				✓
A4	Rector Candy	✓			
C1	Bruce Whiteman, Jr.	✓			
C2	Milan Roman Nose, Jr.	✓			
C3	Thomas Trout	✓			
C4	Mariah Youngbull	✓			
TOTAL		7			1
Passes (X) Fails () Tabled () Allowed to Die () No Action ()					

Pursuant to Article VI, Section 5, subsection (a) of the Tribes Constitution reads in part: "Tie votes in the Legislature shall be decided by the Governor."

		YES	NO	ABSENT
Governor	Reggie Wassana			


Jodi White Buffalo, Legislative Clerk

Eleventh 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."

{ ☒ } APPROVED

{ ☐ } VETOED: Attachment ____; Governor's written explanation of any objections.

On the 4th day of September, 2026.



Reggie Wassana, Governor
Cheyenne and Arapaho Tribes



TRANSMITTAL OF DOCUMENTS:

From the Legislative Branch to the Office of Records Management

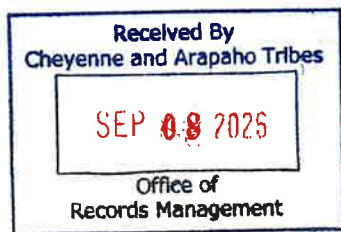
ATTEST:

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. 11L-SS-2026-0903-008.

Space below is reserved for Stamp:

Received (Date) Office of Record Management



Signature: Cheryl Blind

Print Name: Cheryl Blind

Title: Director

Date: 9/08/26

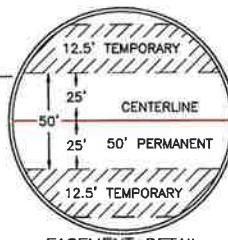
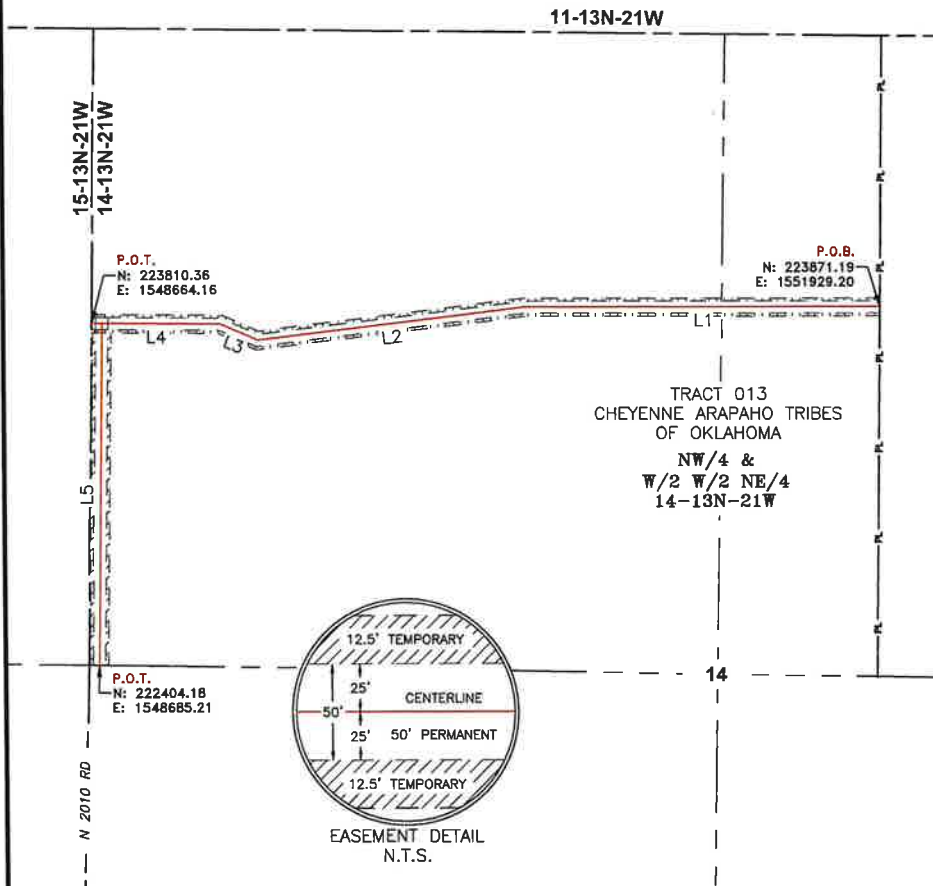
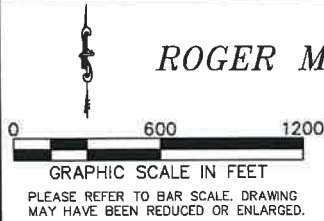
Office of Records Management
Department of Administration, Executive Branch
Cheyenne and Arapaho Tribes



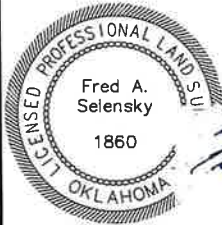
REVISED/AMENDED R-O-W OFFER

	<u>Tract 013</u>	<u>Tract 014</u>	<u>Tract 015</u>	<u>Tract 017</u>
Line 1	1479.24	238.17	59.59	0.00
Line 2	1105.15	777.28	2585.44	0.00
Line 3	171.72	1006.74		0.00
Line 4	530.76	911.71		0.00
Line 5	1405.91	0.00		
TOTAL distance ft.	4692.78	2933.90	2645.03	0.00
TOTAL Footage:	10271.71			
RODS:	622.53			
Damages/ROW:	\$ 1,200.00	\$ 747,033.45		
Valve site:		\$ 5,000.00		
TOTAL OWED:		\$ 752,033.45		

EXHIBIT "A"
ROGER MILLS COUNTY, OKLAHOMA
SECTION 14-T13N-R21W



EASEMENT DETAIL
N.T.S.



Fred A. Selensky
 8/25/26
 FRED A. SELENSKY
 OKLAHOMA FLS NO. 1860

LINE TABLE		
LINE No.	BEARING	DISTANCE
L1	N90° 00' 00"W	1479.24'
L2	S83° 04' 05"W	1105.15'
L3	N66° 55' 55"W	171.72'
L4	N89° 25' 55"W	530.76'
L5	N00° 50' 00"E	1405.91'

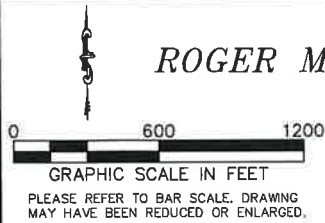
NOTES:
 1. DATUM BASED ON OKLAHOMA STATE PLANE COORDINATES SYSTEM, NAD 83 NORTH ZONE, NAVD 83, ELEVATIONS MSL, DERIVED FROM GPS OBSERVATION.
 2. EXHIBIT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AND DOES NOT COMPLY WITH O.B.P.E.S. MINIMUM STANDARDS OF PROCEDURES FOR A BOUNDARY SURVEY.
 3. TITLE INFORMATION PROVIDED BY: ONEOK

LEGEND	
---	SECTION LINE
- - -	QUARTER SECTION LINE
— —	PROPERTY LINE
— — —	EXISTING PIPELINE
TOTAL LINEAR FEET	= 4,692.78 FT.
	= 284.41 ACRES
PERMANENT EASEMENT	= 5.36 ACRES
TEMPORARY WORKSPACE	= 233,388.57 SQ. FT.
	= 2.69 ACRES
SURFACE SITE	= 116,694.63 SQ. FT.
	= 2.66 ACRES
	= 2.66 ACRES

ONEOK STONEHAVEN - RED BIRD			
CHEYENNE ARAPAHO TRIBES OF OKLAHOMA			
DRAWN	KJM	DATE	08-25-26
CHECKED	JAS	DATE	08-25-26
APPROVED	FAS	DATE	08-25-26
JOB NO/AFE	061.118.4211.010023		
SHEET	1 OF 1	REVISION	1
NAMEOK-STONEHAVEN-RED BIRD-TR13			



EXHIBIT "A"
ROGER MILLS COUNTY, OKLAHOMA
SECTION 14-T13N-R21W

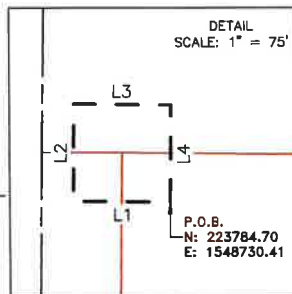


11-13N-21W

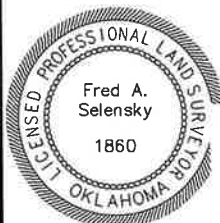
15-13N-21W
14-13N-21W

SEE DETAIL

TRACT 013
CHEYENNE ARAPAHO TRIBES
OF OKLAHOMA
NW/4 &
W/2 W/2 NE/4
14-13N-21W



14



Fred A. Selensky
8/25/26
FRED A. SELENSKY
OKLAHOMA PLS NO. 1860

LINE TABLE

LINE No.	BEARING	DISTANCE
L1	N89° 25' 55"W	50.00'
L2	N00° 34' 05"E	50.00'
L3	S89° 25' 55"E	50.00'
L4	S00° 34' 05"W	50.00'

NOTES:

- DATUM BASED ON OKLAHOMA STATE PLANE COORDINATES SYSTEM, NAD 83 NORTH ZONE, NAD 83, ELEVATIONS MSL, DERIVED FROM GPS OBSERVATION.
- EXHIBIT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AND DOES NOT COMPLY WITH O.B.P.E.S. MINIMUM STANDARDS OF PROCEDURES FOR A BOUNDARY SURVEY.
- TITLE INFORMATION PROVIDED BY: ONEOK

LEGEND

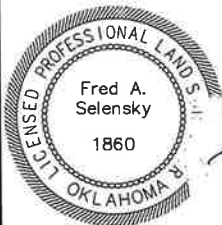
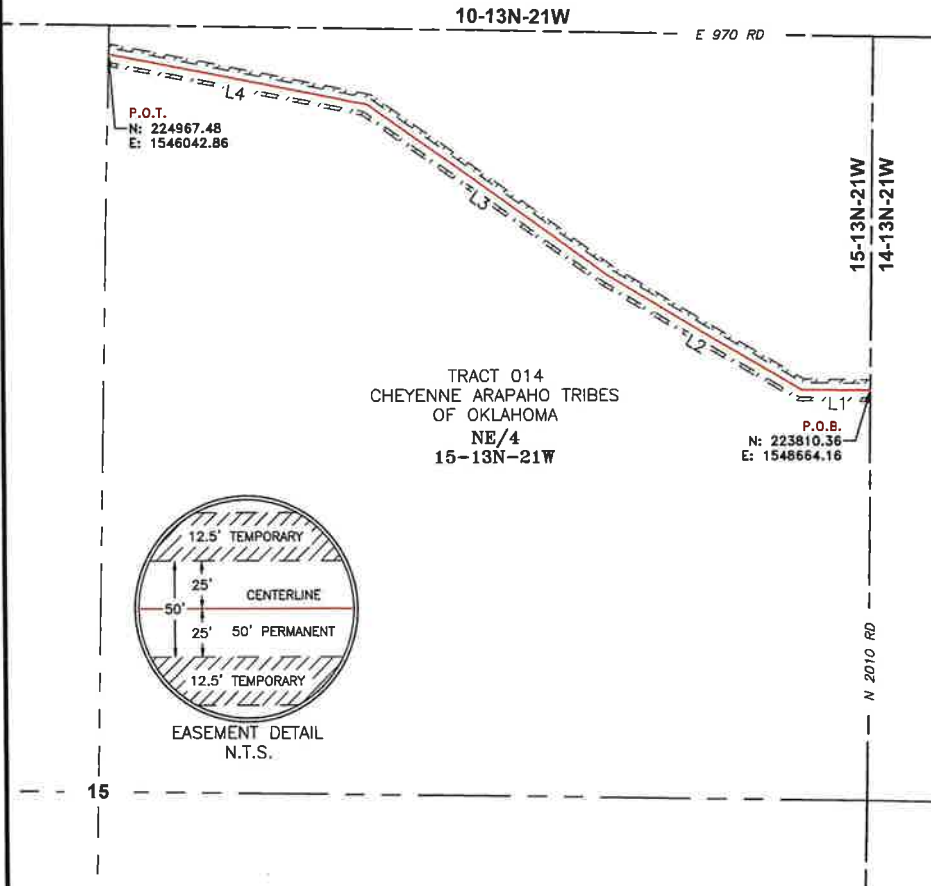
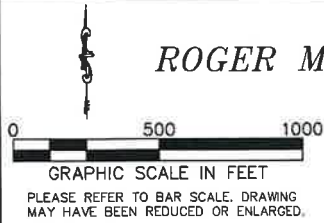
---	SECTION LINE
---	QUARTER SECTION LINE
---	PROPERTY LINE
---	EXISTING PIPELINE
TOTAL LINEAR FEET	== FT.
PERMANENT EASEMENT	== ACRES
TEMPORARY WORKSPACE	== SQ. FT.
SURFACE SITE	== 50' x 50'
	== 0.06 ACRES

ONEOK
STONEHAVEN - RED BIRD
CHEYENNE ARAPAHO TRIBES
OF OKLAHOMA



DRAWN	KJM	DATE	08-25-26	JOB NO/AFE	081.118.4211.010023
CHECKED	JAS	DATE	08-25-26	SHEET	1 OF 1
APPROVED	FAS	DATE	08-25-26	REVISION	1
				NAME	STONEHAVEN-RED BIRD-TR13 SS

EXHIBIT "A"
ROGER MILLS COUNTY, OKLAHOMA
SECTION 15-T13N-R21W



Fred A. Selensky
8/25/26
FRED A. SELENSKY
OKLAHOMA PLS NO. 1860

LINE TABLE		
LINE No.	BEARING	DISTANCE
L1	N89° 25' 55"W	238.17'
L2	N59° 25' 55"W	777.28'
L3	N54° 25' 55"W	1006.74'
L4	N79° 00' 21"W	911.71'

NOTES:
1. DATUM BASED ON OKLAHOMA STATE PLANE COORDINATES SYSTEM, NAD 83 NORTH ZONE, NAVD 88, ELEVATIONS MSL, DERIVED FROM GPS OBSERVATION.
2. EXHIBIT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AND DOES NOT COMPLY WITH O.B.P.E.S. MINIMUM STANDARDS OF PROCEDURES FOR A BOUNDARY SURVEY.
3. TITLE INFORMATION PROVIDED BY: ONEOK

LEGEND	
---	SECTION LINE
- - -	QUARTER SECTION LINE
—+—	PROPERTY LINE
— —	EXISTING PIPELINE
TOTAL LINEAR FEET	= 2,933.90 FT.
	= 177.81 RODS
PERMANENT EASEMENT	= 3.37 ACRES
TEMPORARY WORKSPACE	= 146,694.78 SQ. FT.
	= 1.68 ACRES
SURFACE SITE	= 73,347.39 SQ. FT.
	= --- ACRES
	= --- SQ. FT.

ONEOK STONEHAVEN - RED BIRD			
CHEYENNE ARAPAHO TRIBES OF OKLAHOMA			
DRAWN	KJM	DATE	08-25-26
CHECKED	JAS	DATE	08-25-26
APPROVED	FAS	DATE	08-25-26
JOB NAME	ONEOK-STONEHAVEN-RED BIRD-TR14		
SHEET	1 OF 1	REVISION	1



EXHIBIT "A"
ROGER MILLS COUNTY, OKLAHOMA
SECTION 15-T13N-R21W



GRAPHIC SCALE IN FEET

PLEASE REFER TO BAR SCALE. DRAWING
MAY HAVE BEEN REDUCED OR ENLARGED.



P.O.T.
N: 225023.70
E: 1543399.31

10-13N-21W

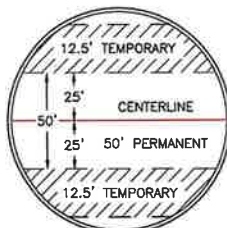
P.O.B.
N: 224967.48
E: 1546042.86

E 970 RD

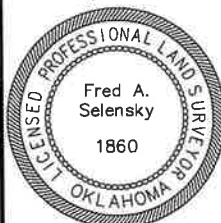
16-13N-21W
15-13N-21W

N 2000 RD

TRACT 015
CHEYENNE ARAPAHO TRIBES
OF OKLAHOMA
NW/4
15-13N-21W



EASEMENT DETAIL
N.T.S.



FRED A. SELENSKY
OKLAHOMA PLS NO. 1850

LINE TABLE

LINE No.	BEARING	DISTANCE
L1	N79° 00' 21"W	59.59'
L2	N89° 00' 21"W	2585.44'

NOTES:

1. DATUM BASED ON OKLAHOMA STATE PLANE COORDINATES SYSTEM, NAD 83 NORTH ZONE, NAD 83, ELEVATIONS MSL, DERIVED FROM GPS OBSERVATION.

2. EXHIBIT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AND DOES NOT COMPLY WITH O.S.P.E.S. MINIMUM STANDARDS OF PROCEDURES FOR A BOUNDARY SURVEY.

3. TITLE INFORMATION PROVIDED BY: ONEOK

LEGEND

--- SECTION LINE
--- QUARTER SECTION LINE
--- PROPERTY LINE
--- EXISTING PIPELINE

TOTAL LINEAR FEET = 2,645.03 FT.
PERMANENT EASEMENT = 160.30 ACRES
TEMPORARY WORKSPACE = 132,251.07 SQ. FT.
SURFACE SITE = 1.52 ACRES
= 66,125.83 SQ. FT.
= -- ACRES
= -- SQ. FT.

ONEOK
STONEHAVEN - RED BIRD

CHEYENNE ARAPAHO TRIBES
OF OKLAHOMA



DRAWN	KJM	DATE	07-24-26	JOB NO/AFE	061.118.4211.010023
CHECKED	JAS	DATE	07-24-26	SHEET 1 OF 1	REVISION 0
APPROVED	FAS	DATE	07-24-26	NAMEOK-STONEHAVEN-RED BIRD-TR15	

ONEOK Field Services Company, L.L.C.
16595 122nd St
Calumet, OK 73014

AFE: 061.118.4211.010023
Stonehaven/Red Bird/ Kiowa Creek/ DML Farms #2

RIGHT-OF-WAY AGREEMENT

STATE OF OKLAHOMA §
 §
COUNTY OF ROGER MILLS §

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to **ONEOK FIELD SERVICES COMPANY, L.L.C.**, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, maintain, operate, repair, replace, abandon in place, change the size of, inspect, reconstruct, relocate, remove, and any and all related uses thereto (the "Permitted Uses") pipeline(s) and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers (the "Facilities") for the transportation of oil, gas, petroleum products, and/or any other liquids, gases, or substances which can be transported through pipelines, across under and upon the lands of GRANTOR in the County of Roger Mills, State of Oklahoma to wit:

A permanent easement Fifty feet (50') in width, being Twenty-five feet (25') on each side of the route, and a temporary construction easement of an additional Twenty-five (25') in width across part of the North Half (N/2) of Section 15-13N-21W and the Northwest Quarter (NW/4) and the West Half of the West Half of the Northeast Quarter (W/2 W/2 NE/4) of Section 14-13N-21W of the Indian Meridian, Roger Mills County Oklahoma, and more particularly described on the attached Exhibit "A".

During construction, GRANTEE shall have the right to use an additional workspace of up to one hundred feet by one hundred fifty feet (100' x 150'), or equivalent square footage, along the easement area at the crossing of road, railroads, stream, terraces and uneven terrain.

The GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth

and remove other obstructions that may injure, endanger or interfere with the use of said Facilities. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement which are caused by the Permitted Uses. Furthermore, GRANTEE shall compensate GRANTOR for damages to the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.

No failure to comply with any covenant on the part of GRANTEE shall be construed as a breach of this agreement unless and until written notice has first been given to GRANTEE that GRANTOR believes GRANTEE has failed to comply with such covenant, setting out the grounds therefor, and GRANTEE has then failed to correct such failure within thirty (30) days after receipt of such notice or has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement. This Right of Way Grant may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this _____ day of _____ 2026.

GRANTOR'S SIGNATURES

Cheyenne Arapaho Tribes of Oklahoma

NAME, TITLE

ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2026, by, _____, known to be the identical person(s) who executed the foregoing instrument.

My commission number _____
expires: _____

Notary Public

SURFACE EASEMENT AGREEMENT

STATE OF OKLAHOMA §
 §
COUNTY OF ROGER MILLS §

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner, **Cheyenne Arapaho Tribes of Oklahoma** (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL AND CONVEY unto **ONEOK Field Services Company L.L.C.**, its successors and assigns (hereinafter called GRANTEE), a Surface Easement for the purpose of erecting, constructing, laying, maintaining, operating, altering, replacing and removing facilities necessary, convenient and incident to the movement of materials and product via pipeline. Said facilities may include, but are not limited to, valves, meters, regulators, pumps, launching-receiving equipment, buildings and other appurtenances, facilities and equipment. Said facilities situated upon the following described lands of GRANTOR in the County of Roger Mills, State of Oklahoma, To wit:

A 50' x 50' site located in West Half of the Northwest Quarter (W/2 NW/4) of Section 14-13N-21W of the Indian Meridian, Roger Mills County Oklahoma, and more particularly described on the attached Exhibit "A".

The GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limiting the same to, the free right of ingress to and egress over and across said lands to and from said Surface Easement, the right to use all roads over and across said lands, the right to enclose said Surface Easement with a fence and the right from time to time to cut all trees and undergrowth and remove other obstructions, that may injure, endanger or interfere with the use of said Surface Easement. The GRANTEE shall have the right to assign this grant in whole or in part.

To HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said easement is used by GRANTEE or useful to GRANTEE, with ingress to and egress from premises for the purpose of constructing, repairing, maintaining, replacing, and removing the property of GRANTEE. The undersigned hereby bind themselves, their heirs, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described right-of-way and easement which are caused by construction, maintenance, operation, repairing, alteration, replacement or

Muley Madness Jumper Valve

removal of said pipelines and appurtenant facilities. Furthermore, GRANTEE shall compensate GRANTOR for damages which may be occasioned upon said right-of-way during the maintenance of said pipeline after construction is completed.

Except for force majeure, if Grantee or any of its successors or assigns fails to use or maintain the surface lease site for a continuous period of two (2) years, the cessation will be deemed to be an abandonment of all of the rights conveyed hereunder and will automatically cause all of the rights conveyed by the Grantor as to the Easement to revert to the Grantor or its heirs, successors and assigns without further action on the Grantor's part.

It is understood and agreed that this easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, heirs, executors, administrators, devisees, legatees, successors, and assigns of the parties hereto.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this _____ day of _____ 2026.

GRANTOR'S SIGNATURES

Cheyenne Arapaho Tribes of Oklahoma

NAME, TITLE

ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2026, by, _____, known to be the identical person(s) who executed the foregoing instrument.

My commission number _____
expires: _____

Notary Public

Muley Madness Jumper Valve