

RESOLUTION OF THE GOVERNING BODY OF  
THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION

WHEREAS, This Corporation is an Indian Chartered Corporation defined by the Indian Reorganization Act of June 18, 1934, authority is granted under this Act, and

WHEREAS, The Constitution and Bylaws of the Three Affiliated Tribes charge the Tribal Business Council of the Three Affiliated Tribes to protect and preserve the property, wildlife and natural resources of the tribe, and

WHEREAS, Union Oil Company of California  
(Name of Company)  
has duly filled and met the procedural requirements for Application for Seismograph Permit and,

WHEREAS, the attached Application for Seismograph Permit by Union Oil Company of California  
(Name of Company)

has been reviewed and recommended for approval by the Fort Berthold Office of Natural Resource and Energy Development, and

WHEREAS, the Union Oil Company of California  
(Name of Company)

is informed of and agrees to perform all terms, fees and special conditions expressly stipulated in the Application for Seismograph Permit, and

NOW THEREFORE BE IT RESOLVED, that the attached application for Seismograph Permit to Union Oil Company of California  
(Name of Company)

is hereby approved by the Three Affiliated Tribes, Tribal Business Council.

C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby, certify that the Tribal Business Council is composed of 11 members of whom 7 constituting a quorum were present at a special meeting, thereof duly called, noticed, convened, and held on the 22 day of January, 1979; that the foregoing Resolution was adopted at such meeting by the affirmative vote of 7 members passed, and that the said resolution has not been rescinded or amended in any way.

Chairperson (voting) (not voting)

Dated this 11 day of January, 1979.

ATTEST:

[Signature]  
Secretary, Tribal Business Council

[Signature]  
Chairperson, Tribal Business Council

APPLICATION FOR SEISMOGRAPH PERMIT  
FOR THE FORT BERTHOLD RESERVATION

Union Oil Company of California,  
 hereby makes application this 20 day of November, 1978,  
 through the Tribal Business Council of the Three Affiliated Tribes for  
 a permit to enter upon and conduct seismographic activity upon the Fort  
 Berthold Reservation.

INSTRUCTIONS:

Please fill in the appropriate information; if you need more space,  
 please use the back of this Application.

1) Union Oil Company of California 307/234-1563  
 (name of applicant) (telephone no.)

P.O. Box 2620 Casper, Wyoming 82602  
 (street address) (City) (State) (Zip Code)

2) Seismograph Service Corporation 303/861-4476  
 (name of contractor) (telephone no.)

1845 Sherman Street Denver, Colorado 80203  
 (street address) (City) (State) (Zip Code)

3) Description of requested permit area (Section, Township and  
 range)

See attached plat for location of planned seismic lines.

The permittee and his contractors hereby agree to abide by the following considerations:

- 1) The conditions of this Permit shall be binding upon all contractors, employees and agents of the permittee.
- 2) A fee of \$1,000 must accompany this application.
- 3) The licensee agrees that this is a consent of the governing body of the Three Affiliated Tribes to conduct seismograph activities upon the Fort Berthold Reservation, and the licensee understands that permission must be obtained from individual landowners and allottees and permission must be gained prior to entering upon their land and this permit in no way negates or abridges the property rights to allottees and this license applies only to Tribal permission for conducting seismic activities upon the Fort Berthold Reservation.
- 4) Licensee agrees to hire at their own expense at a rate of pay not less than \$3 per hour, time and a half over 40 hours per week and double time over 50 hours per week, a representative designated by the Tribal Council who will be present during all seismic activities.
- 5) The licensee agrees to provide in writing to the Tribal Business Council a geographic description of each hole drilled and the physical properties (layers of strata) that are encountered in drilling.
- 6) The licensee agrees to provide the Tribal Business Council of the Three Affiliated Tribes with evidence of bonding sufficient to cover physical damage resulting from their seismographic activities.
- 7) Permittee agrees to pay the Tribal Business Council of the Three Affiliated Tribes \$ \* per shot hole and provide a legal description of said holes at a time specified by both parties.  
TIME SPECIFIED: 1st every mo.
- 8) This permit shall remain in force for one year from this date.
- 9) Permittee agrees to be responsible for all damages caused by their operations and take all steps to mitigate damages.

Vibroseis method will be used. No shot holes will be drilled nor will dynamite be used. Permittee agrees to pay Three Affiliated Tribes \$100.00 per mile vibrated as shown on attached plat.

- 10) No drilling shall take place within 1,320 feet of any home, well, or spring.

SPECIAL CONDITION

Licensee further agrees to respect all laws and customs of the Fort Berthold Reservation and expressly agrees and binds himself/herself to the jurisdiction of the Fort Berthold Tribal Court for purposes of adjudication any claims arising from their activity on the Fort Berthold Reservation.

Union Oil Company of California  
(Company)

Gary D. George  
Authorized Company Official

Austin H. Dillate  
Chairperson, Three Affiliated Tribes,  
Tribal Business Council

Attest: Secretary, Three Affiliated Tribes, Tribal Business Council

FOR TRIBAL USE ONLY

Resolution No. \_\_\_\_\_

(Tribal Resolution must be attached before application is valid)

(SEND APPLICATION TO: Tribal Government Development  
Task Force  
P.O. Box 460  
New Town, North Dakota 58763  
Att: Office of Natural Resources & Energy  
Development

ATTACHMENTS:

- 1) Payment - \$1000.00 - cashier's check attached.
- 2) Bond - Copy of Nationwide Oil & Gas Lease Bond attached.  
# B-302753
- 3) Plat showing lines to be vibrated.

# FT. BERTHOLD RESERVATION

DUNN County, No. DAKOTA

Range \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
 Range R92W Township \_\_\_\_\_ Range R91W

4	3	2	1	6	5	4	3	2	1
9	10	11	12	7	8	9	10	11	12
16	15	14	13	18	17	16	15	14	13
21	22	23	24	19	20	21	22	23	24
28	27	26	25	30	29	28	27	26	25
33	34	35	36	31	32	33	34	35	36

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7	8	9	10	11	12	7	8	9	10
18	17	16	15	14	13	18	17	16	15
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30	29	28	27	26	25	30	29	28	27
31	32	33	34	35	36	31	32	33	34

T  
148  
N

R92W

R91W.

LINES TO BE VIBRATED  
 BY SEISMOGRAPH SERVICE CORP.  
 ALL P. & C.

Bond # B-30275

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

NATIONWIDE OIL AND GAS LEASE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, UNION OIL COMPANY OF CALIFORNIA  
....., of Los Angeles, California

as principal, and UNITED PACIFIC INSURANCE COMPANY  
a Washington corporation having its principal place of business  
at Tacoma, Washington....., as surety....., are held and firmly bound unto the

United States of America in the sum of seventy-five thousand dollars (\$75,000), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of June, 1957.

The condition of this obligation is such that whereas the said principal... has heretofore or may hereafter enter into or otherwise acquire an interest in oil and gas mining leases and oil and gas prospecting permits of various dates and periods of duration covering lands or interests in lands held by the United States in trust for individual Indians, or tribes or bands of Indians, or subject to restrictions against alienation without the consent of the Secretary of the Interior or his authorized representative, which leases and permits have been or may hereafter be granted or approved by the Secretary of the Interior or his authorized representative, and the identification of which herein is expressly waived by both principal... and surety..... hereto.

WHEREAS the principal... and surety..... agree that the coverage of this bond shall extend to and include all extensions and renewals of leases and permits covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth therein.

WHEREAS the surety..... hereby waives any right to notice of any modification of any such lease or permit, or obligation thereunder whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding.

WHEREAS the principal... and surety..... agree that the neglect or forbearance of the obligee of any such lease or permit in enforcing the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of any such lease or permit shall not in any way release the principal... and surety....., or either of them, from any liability under this bond; and

WHEREAS the principal... and surety..... agree that in the event of any default under any such lease or permit, the obligee may prosecute any claim, suit, action, or other proceeding against the principal... and surety....., or either of them, without the necessity of joining the other.

Now, if the said principal... herein shall faithfully carry out and observe all the obligations assumed in said leases and permits to which it..... is now or may hereafter become a party, and shall observe all the laws of the United States and regula-

tions made, or which shall be made, thereunder, for the government of trade and intercourse with Indian tribes, and all rules and regulations that have been or shall hereafter be lawfully prescribed by the Secretary of the Interior relative to said oil and gas mining leases and permits, and shall in all particulars comply with the provisions of said leases, permits, rules and regulations, then this obligation shall become null and void; otherwise, to remain in full force and effect.

The rate of premium charged on this bond is \$ 5.00 per annum ; the total premium paid is \$ 375.00 per \$1,000.00

Signed and sealed in the presence of—

WITNESSES\*

Marie R. Nehe

P. O. 1114 W. 7th St. Los Angeles 17,

Jean E. Cook

P. O. 1114 W. 7th St. Los Angeles 17,

Edward J. Halpin

P. O. 1210 W 4th St Los Angeles Calif

H.C. Anderson

P. O. Los Angeles, Calif

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

as to Principal [SEAL]  
**UNION OIL COMPANY OF CALIFORNIA**

BY Sam Lambert

BY [Signature]  
Vice President

BY [Signature]  
Assistant Secretary

as to Surety [SEAL]  
**UNITED PACIFIC INSURANCE COMPANY**

BY [Signature]

BY [Signature]  
Attorney-in-fact

as to \_\_\_\_\_ [SEAL]

as to \_\_\_\_\_ [SEAL]

\*Two witnesses to each signature.

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
Washington 25, D. C.

....., 19.....

Approved:

.....  
Commissioner of Indian Affairs.