

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

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS, the Constitution and Bylaws of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities for the welfare and benefit of the Tribes and tribal members; and
- WHEREAS, the transportation system on the Fort Berthold Indian Reservation is inadequate to meet the economic physical service needs and other benefits of the Reservation and the general public; and
- WHEREAS, the Bureau of Indian Affairs is in the process of applying for rights-of-way easements across tribal lands of the Fort Berthold Indian Reservation to provide improvements to the cluster sites located with the Reservation; and
- WHEREAS, these repairs and improvements will be of great benefit to the people of the Reservation.

NOW, THEREFORE, BE IT RESOLVED, that the Fort Berthold Three Affiliated Tribes' Tribal Business Council does hereby approve the granting of the desired right-of-way easements for the Four Bears Village housing site, access roads and streets - B.I.A. Project 3200-10(2) with no allowance for damages as the improvements will be within the areas provided by platted street.

BE IT FURTHER RESOLVED, that the Bureau of Indian Affairs agree to comply with the Tribal Employment Rights Office Ordinance in completing this project.

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

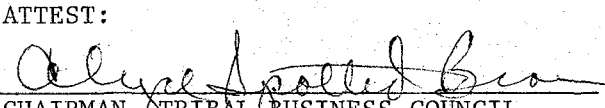
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 11 members of whom 7 constitutes a quorum, 11 were present at a Special Meeting, thereof duly called, noticed, convened and held on the 22 day of March, 1984; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 11 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said resolution has not been rescinded or amended in any way.

Chairman (voting) (~~not voting~~).

DATED THIS 22 DAY OF March, 1984


SECRETARY, TRIBAL BUSINESS COUNCIL

ATTEST:


CHAIRMAN, TRIBAL BUSINESS COUNCIL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

RIGHT-OF-WAY CONSENT

We, the undersigned owners of the Four Bears Village Housing Site,
access road and streets

on the FORT BERTHOLD Indian Reservation, in McKENZIE
County, State of NORTH DAKOTA, for and on behalf of ourselves, our succes-
sors and assigns, jointly and individually hereby authorize the grant to the
United States of America, its successors and assigns of an easement for a right-
of-way, herein after described, on and across the above described tracts of land
for public highway purposes; to construct, repair and maintain roadway cut and
fill slopes as may extend beyond the limits of the described right-of-way, and to
transfer this right-of-way by assignment, grant, or otherwise. The consideration
for this authorization is the performance of highway construction improvement
work, the benefits to accrue therefrom to the lands owned by the under signed,
and in accordance with Resolution No. 84-79-S by the Tribal Council of the
THREE AFFILIATED Tribe payment is waived for rights-of-way for the streets of
FOUR BEARS VILLAGE housing site.

Description of Right-of-Way:

Four Bears Village Housing Site and access road and streets - B.I.A. Project 3200-10(2)

OWNER

WITNESS

DATE

[Signature]

Tribal Chairperson or
Executive Director

[Signature]

3-26-84

[Signature]

3-26-84

[Signature]

3-26-84

Attest: Tribal Secretary [Signature]

[Signature]

3-26-84

UNITED STATES
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Four Bears Village Housing Site and access road and streets - B.I.A. Project 3200-10(2)

OWNER

WITNESS

DATE

Alvin [Signature]

Tribal Chairperson or
Executive Director

Donald R. [Signature]

3-26-84

[Signature]

3-24-84

Donald R. [Signature]

3-26-84

[Signature]

3-24-84

Attest: Tribal Secretary [Signature]

SPECIAL COUNSEL CONTRACT

April 1, 1984

THIS CONTRACT, effective as of the first day of April, 1984, is made and entered into by and between the THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION, NORTH DAKOTA, as represented by the Tribal Business Council ("the Tribe"), and the law firm of HOBBS, STRAUS, DEAN & WILDER, 1735 New York Avenue, N.W., Washington, D.C. ("the Attorneys"). This Contract is subject to the approval of the Secretary of the Interior or his authorized representative ("the Secretary").

W I T N E S S E T H:

1. It shall be the duty of the Attorneys to represent the Tribe in oil-overcharge refund cases originating in the courts and/or the U.S. Energy Department's Office of Hearings and Appeals (OHA). At the present time, this would include two so-called "Subpart V" OHA proceedings, involving the Standard Oil Company of Indiana (the "Amoco" case), Case Number HQF-00200. It would also include In Re: The Department of Energy Stripper Well Exemption Litigation (D. Ka.) No. MDL-378, and U.S. v. Exxon, (D. D.C., 1983), now before the U.S. Temporary Emergency Court of Appeals. It is understood and anticipated that other heretofore unidentified overcharge cases will in all likelihood arise, which also shall be subject to the terms of this Contract, if, in the judgment of the Attorneys, the Tribe probably has a valid and substantial claim.

2. Any partners, affiliated attorneys, of counsel, or associates of the Attorneys' firm may work under this Contract. It is understood that some of the work under this Contract may be performed by the law firms of Bassman & Mitchell, Washington, D.C., and J. Peter Segall, Washington, D.C., and that work done by these firms shall be considered work of the Attorneys under this Contract.

3. As compensation for their services, the Attorneys shall be entitled to a fee of ten percent (10%) of the value of the Tribe's recovery in any of the proceedings specified in Section 1 hereof, except that in the OHA Amoco proceeding, the fee shall not be larger than \$100 per hour for each hour worked, it being understood that one hour of work shall be credited for work for time previously spent on the case by the firm of Bassman & Mitchell.

4. The Attorneys shall be reimbursed for all necessary and reasonable expenses incurred in providing services under this Contract, including travel expenses, long distance telephone, excess postage, reproduction of documents, secretarial overtime, court and transcript charges, and similar expenses; provided, however, that any and all expenses incurred by the Attorneys in the performance of their obligations under this Contract shall not exceed Five Hundred and 00/100 Dollars (\$500.00) per annum. Expenses shall be itemized and verified by the Attorneys and shall also be approved by the Tribal Business Council and the Secretary.

5. No assignment of this Contract, in whole or in part, shall be made without the consent of the Tribe and the Secretary; but this Contract shall, without assignment, inure to the benefit of and be binding upon any attorney or law firm which becomes the legal successor to HOBBS, STRAUS, DEAN & WILDER as now constituted; and in the event of the death, incapacity, or withdrawal of any of the partners of said firm, this Contract shall continue without regard to said death, incapacity, or withdrawal, and inure to the benefit of and

be binding upon the surviving partner or partners. Any assignment of this Contract, if made, shall comply with 25 U.S.C. § 84. Any assignment of the obligation of this Contract and/or any assignment or encumbrance of any interest in the compensation agreed to be paid, made in violation of the provisions of this Paragraph, shall operate to terminate this Contract, and in such event, the Attorneys shall not be entitled to receive any compensation whatever for any services rendered subsequent to the date of termination of this Contract.

6. This Contract may be terminated by either party by giving thirty (30) days written notice to the other party and to the Secretary; in addition, this Contract may be terminated by the Secretary for reasonable cause, after hearing, upon sixty (60) days notice to all parties in interest and upon approval of the Tribe; and if said Contract is so terminated, the Attorneys shall receive no compensation after the date of termination. If the Secretary finds that the interests of the Tribe so require, he may suspend the Contract and the payment of all compensation due or accruing to the Attorneys hereunder, pending a hearing which shall be held without unreasonable delay.

7. The Attorneys stipulate that they, and Bassman & Mitchell, and J. Peter Segall, are licensed members in good standing of the Bar of the District of Columbia, and that, to the best of their knowledge, no disciplinary proceedings have been instituted against any of them by any bar association or any jurisdiction in the United States or its territories.

8. This Contract shall terminate on March 31, 1989, or sooner if and at such time as all oil overcharge cases have been completed wherein, in the judgment of the Attorneys, the Tribe probably has a valid and substantial claim. This Contract may be extended after March 31, 1989, for successive two (2) year terms, upon request by the Attorneys and upon the approval of the Tribe and the Secretary.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the _____ day of _____, 1984.

THE THREE AFFILIATED TRIBES OF THE FORT
BERTHOLD RESERVATION, NORTH DAKOTA

BY: Alyce Spotted Bear
Alyce Spotted Bear
Chairman
Tribal Business Council

BY: Matthew Mason
Matthew Mason
Secretary
Tribal Business Council

HOBBS, STRAUS, DEAN & WILDER

BY: _____
Charles A. Hobbs