

UNITED STATES DISTRICT COURT  
DISTRICT OF NORTH DAKOTA  
NORTHWEST DIVISION

Gary Grenier and Pennie Grenier,

Civil No. \_\_\_\_\_

Plaintiffs,

v.

COMPLAINT

Carol Jean Delorme,

Defendant.

COMES NOW Gary and Pennie Grenier ("Plaintiffs"), by and through their legal representative, Michael T. Andrews, who alleges the following:

1. Plaintiffs are non-Indian citizens of North Dakota.
2. Carol Jean Delorme ("Defendant") is an enrolled Turtle Mountain Tribal member domiciled in North Dakota.
3. Jurisdiction is founded on the existence of a federal question. This action arises in part on the Indian Allotment Act, in particular, the provisions of the Indian Allotment Act allowing a landowner to lease their agricultural and/or mineral interests in allotted land.
4. Jurisdiction of this Court is also founded upon the existence of a federal question arising under 25 U.S.C. §§ 348, 396, 397, 403, 28 U.S.C. §§ 1331, 1367, 2201, and 25 C.F.R. Parts 162, 166, 212, and 216.
5. On or about March 18, 2010, Plaintiffs and Defendant entered into a ten - year Lease of Real Estate ("Lease") for Defendant's land located at tract number 324-5065 and described as E/2NE/4, of Section 3, Township 161 N., Range 71 W., Rolette County, North Dakota. This land is not located on the Turtle Mountain Reservation, but is

trust land. A copy of the Lease is attached hereto as Exhibit A. Prior to entering into the Lease, Plaintiffs had farmed the land subject to the Lease for over thirty years.

6. Defendant is the overwhelming majority owner of the above-described land, with an ownership interest of over 91%. A copy of a Title Status Report is attached hereto as Exhibit B. Pursuant to 25 C.F.R. § 162.207(c), Plaintiff, as the owner of the majority interest in the land subject to the Lease, had the power to enter into the Lease.

7. The purpose of the Lease was to allow Plaintiffs to make agricultural use of the land in accordance with previous leases between the parties dating back approximately 30 years, and to allow Plaintiffs to mine gravel and/or other materials on the land subject to the Lease. Specifically, the Lease provides:

1. **Use of Premises.** Tenant agrees to utilize the premises during the term(s) of this Lease for any lawful purpose including commercial and agricultural. Landlord warrants that the premises are not subject to any lease or easement which will interfere with the Tenant's use of the premises.

...

17. **Oil, Gas and Mineral Development.** Tenant may develop and remove (without compensation to the Landlord) any or all oil, gas or mineral (i.e., including gravel and clay) concerning the real property subject to this lease.

8. During the process of the Lease formation, Plaintiff Gary Grenier spoke to Lyle Morin, a previous Superintendent of the Bureau of Indian Affairs ("BIA"). Morin indicated to Plaintiff Gary Grenier that his office had received the Lease, stamped the Lease in Plaintiff Gary Grenier's presence, and did not express any concerns about the Lease. Relying on Morin's actions and believing the Lease to have been approved, Plaintiffs subsequently made payments of at least \$49,000.00 to Defendant pursuant to the Lease.

9. Plaintiffs subsequently subcontracted with VLP Development, LLP and Pinky's Aggregates, Inc. for the removal and sale of gravel from the property subject to the Lease. Plaintiffs further intended to raise and harvest hay on a portion of the lease land.

10. On May 13, 2010, Morin wrote to Delorme notifying her of actions that needed to be taken pursuant to 25 C.F.R. Part 216 with respect to the Lease and offering his assistance in effectuating said actions. Specifically, Morin wrote that since Delorme did not own 100% of the mineral interest, 25 C.F.R. Part 216 required her to have a lease or permit in place "that will protect the interest of the owners and public at large. Pursuant to 25 C.F.R., Part 216 any exploration or surface mining activity must ensure that adequate measures are taken to avoid, minimize, or correct damage to the environment, land, water and air to avoid, minimize, or correct hazards to the Public Health and safety". A copy of this letter is attached hereto as Exhibit C.

11. Morin subsequently wrote to Plaintiffs notifying them that the March 2010 Lease was void pursuant to 25 C.F.R. § 162.104 and 25 C.F.R. § 212.20(a) "because it had never been approved by the Bureau of Indian Affairs", and ordered Grenier to cease and desist all activities on the land subject to the Lease or face a trespass action brought under 25 C.F.R. Part 166 Subpart I. A copy of this letter is attached hereto as Exhibit D. Plaintiffs have abided by this directive, and have not entered the land subsequent to their receipt of Morin's letter.

12. On December 12, 2011, Defendant initiated an action in Turtle Mountain Tribal Court, seeking to set aside the Lease on the grounds of lack of consent. This issue was litigated in the Turtle Mountain Tribal Court and the Turtle Mountain Tribal

Court of Appeals. The end result of this litigation was a ruling that the Tribal Court considers the Lease to be valid and a dismissal of Defendant's Complaint. The Turtle Mountain Tribal Court, in its August 20, 2012 Order, found that the Lease is presumed to be valid, and Defendant and her agents were not to interfere with Plaintiffs' use of the land subject to the Lease. The Order further provided that Plaintiffs "may continue to use, occupy and possess the land until further order of the Court". A copy of the Tribal Court's Order is attached hereto as Exhibit E.

13. On September 11, 2013, Superintendent David Keplin of the BIA sent a notice of trespass letter to Plaintiffs stating they did not have a valid lease to mine gravel and/or other material on the property subject to the Lease and that Defendant was not interested in negotiating a lease. The letter provided Plaintiffs with ten days to either 1) provide a "valid lease", 2) show cause as to why Plaintiffs should not be found to be in trespass, or 3) request additional time to respond to the allegations contained in the notice of trespass letter. The letter further warned that "if the alleged violation remains uncured after the stated deadline, you may be determined to be in trespass, and damages may be assessed against you". A copy of the notice of trespass letter is enclosed herein and marked as Exhibit F.

14. On September 18, 2013, Plaintiffs responded to the notice of trespass letter by showing cause why Plaintiffs were not in trespass and requesting to resolve the issues. Plaintiffs' response requested the BIA provide notice pursuant to 25 C.F.R. § 2.7 to enable Plaintiffs to appeal the BIA's September 11, 2013 determination that Plaintiffs did "not have a valid lease/permit" on the land subject to the Lease. A copy of Plaintiff's September 18, 2013 response is attached hereto as Exhibit G.

15. On October 18, 2013, the BIA acknowledged receipt of Plaintiffs' September 18, 2013 response, and indicated that the BIA would provide a response within ten business days. To date, however, no such response has been made by the BIA.

16. On December 18, 2013, Plaintiffs attempted to appeal the determinations in the September 11, 2013 notice of trespass letter to the BIA Regional Director pursuant to 25 C.F.R. Part 2. Plaintiffs served a Notice of Appeal and Statement of Reasons on all proper and interested parties. A true and correct copy of the same is attached hereto as Exhibit H.

17. Plaintiffs' Appeal was dismissed by the BIA as premature by way of a letter dated January 3, 2014. The letter stated that the Appeal was premature because "[t]he Superintendent took no adverse action to enforce his belief" that Plaintiffs were in trespass. A copy of this letter dismissing the Appeal is attached hereto as Exhibit I. In effect, Plaintiffs have been denied from challenging the BIA's determinations with respect to the Lease, and any relief available to them through administrative procedures has been foreclosed.

18. Meanwhile, gravel which has been unearthed and contracted to third parties remains on the property subject to the Lease. Defendant has retained the payments from Plaintiffs for the Lease. Defendant refuses to allow Plaintiffs access to the property. Furthermore, due to positions taken by the BIA, said positions being predicated upon Defendant's assertions to the BIA that she no longer wishes to lease to Plaintiffs and/or that she terminated the Lease, Plaintiffs have been unable to enter the

property subject to the Lease under threat of trespass, notwithstanding the fact that the Tribal Court considers the Lease to be valid.

19. Defendant has refused to continue negotiations and cooperate with the BIA in carrying out any actions they request. In fact, Defendant has represented to the BIA that she terminated the Lease.

20. Defendant has farmed the land subject to the Lease, contrary to the terms of the Lease which grants Plaintiffs the exclusive right to farm the land.

21. Defendant's actions in farming the land and refusing to allow Plaintiffs access to the land constitute a breach of the Lease.

22. As a result of Defendant's breach, Plaintiffs have suffered damages in an amount to be proven at trial, but in no event less than \$49,000.00, in addition to the consequential and incidental damages they have incurred.

WHEREFORE, Plaintiffs pray for the following relief:

1. For a declaratory judgment, pursuant to 28 U.S.C. § 2201(a), declaring Plaintiff's rights under the Lease and allowing Plaintiffs to enter the land subject to the Lease and recover any unearthed gravel. No additional mining or excavation is being sought by this request;

2. That the court exercise its supplemental jurisdiction, pursuant to 28 U.S.C. § 1367(a), and order a money judgment against Defendant in an amount to be proven at trial, but in no event less than \$49,000.00, for Defendant's breach of the Lease;

3. Alternatively, for an order requiring Defendant to specifically perform her obligations under the Lease. As part of this order for specific performance, Defendant must cooperate with the BIA in carrying out any actions requested of her by the BIA

under 25 C.F.R. Parts 162, 212, and/or 216 and allow Plaintiff's access to the land subject to the Lease for the agricultural and mining activities contemplated by the Lease.

4. For their costs and disbursements incurred herein.
5. For other such relief as the Court may deem just and equitable.

Dated this 10<sup>th</sup> day of April, 2014.

/s/ Michael T. Andrews

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Michael T. Andrews (ND ID 05516)  
Tyler S. Carlson (ND ID 06948)  
Anderson, Bottrell, Sanden & Thompson  
4132 30<sup>th</sup> Avenue SW, Suite 100  
P.O. Box 10247  
Fargo, ND 58106-0247  
(701) 235-3300  
[mandrews@andersonbottrell.com](mailto:mandrews@andersonbottrell.com)  
[tcarlson@andersonbottrell.com](mailto:tcarlson@andersonbottrell.com)  
Attorneys for Plaintiffs

**LEASE OF REAL ESTATE**

**THIS AGREEMENT**, Made and entered into effective January 1, 2010, by and Between **Carol Delorme**, whose address is P.O. Box 1060, Belcourt, North Dakota 58316, Herein referred to as "Landlord," and **Gary Grenier and Pennie Grenier**, whose address is P.O. Box 213, Rolette, North Dakota 58366, herein referred to as "Tenant" (whether one or more persons).

**WITNESSETH**, That for and in consideration of the rents and covenants herein contained and to be paid and performed by the parties, the Landlord has LEASED to Tenant the following described real property in Rolette County, North Dakota, to-wit:

The East Half of the Northeast quarter (E1/2NE1/4), Section Three (3), Township 161 North, Range 71 West of the Fifth P.M., LESS the East 400 feet of the North 820 feet of the NE1/4NE1/4, Section 3, Township 161 North, Range 71 West of the Fifth P.M.

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **Use of Premises.** Tenant agrees to utilize the premises during the term(s) of this Lease for any lawful purpose including commercial and agricultural. Landlord warrants that the premises are not subject to any lease or easement which will interfere with the Tenant's use of the premises.
2. **Term.** The Lease shall be for a period of ten (10) years, beginning January 1, 2010, and ending December 31, 2019.
3. **Renewal.** Tenant shall have an option to renew this lease for an additional ten year period under the same terms and conditions by tendering the sum of \$100.00 to the Landlord on or before the lapse of the original term of this lease. Lease cannot exceed fifty (50) years in total.
4. **Rent.** The Tenant shall pay Landlord the sum of \$45,000.00 at the time of the execution of this lease by the parties. Tenant has already paid Landlord the sum of \$1,000.00, so a balance of \$44,000.00 remains to be paid.
5. **Government and Other Payments.** Tenant shall receive U.S. government and all other payments of any nature made during the term of this Lease which concern any lawful practice or enterprise including all gravel and gravel proceeds which the Tenant may develop at his option.
6. **Expenses.** The Tenant shall pay for all costs and expenses associated with the use of the property by the Tenants or his assigns.
7. **Summer fallow.** No summer fallow shall be required by the Landlord. If the tenant leaves any summer fallow or set aside at the end of the lease period, no compensation shall be paid to the Tenant, regardless of the amount of summer fallow present at the commencement of the lease period.
8. **Chemicals and Fertilizer.** No compensation will be paid by Landlord for any chemical sprays or fertilizer placed upon the demised premises, whether such chemical or fertilizer has residual effect or not, or whether the fertilizer will benefit the Landlord or assigns in future year(s).



9. Fall Work. Tenant is not required to do any fall work, and Tenant will not be compensated for any fall work completed.

10. Duties of Tenant. Tenant will mow roadsides and ditches in a manner acceptable to township and county requirements and abide by all easements currently on the property.

11. Sublease/Assignment. Tenant may sublease any portion of the premises, or assign any part of the lease, without Landlord's consent.

12. Buildings Or Other Included Property. No buildings are included within this lease.

13. Entry. The Landlord reserves the right to enter upon the demised premises at any reasonable time for any lawful purpose which will not interfere with Tenant's use of the premises.

14. Taxes. Tenant will be responsible for the annual real property taxes commencing with the 2010 real property tax year.

15. Acceptance of Premises. Tenant accepts the demised premises in the condition the premises are found on the date Tenant enters upon and occupies the demised premises under this lease.

16. Time of the Essence. Time is deemed and taken to be as the very essence of this Lease and of all and each of the covenants and conditions herein and shall be so construed.

17. Oil, Gas and Mineral Development. Tenant may develop and remove (without compensation to the Landlord) any or all oil, gas or minerals (i.e., including gravel and clay) concerning the real property subject to this lease.

18. Remedies. Remedies provided for in this Lease shall not be exclusive of any other remedy, but the parties shall, in case of default, breach, or any other reason herein contained, have every other remedy allowed by law or equity, and North Dakota law shall apply.

19. Persons Bound. All parties hereto are bound by the terms of this Contract and all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, devisee, legatees, personal representatives, successors or assigns of the parties hereto.

20. Miscellaneous. 2009 real property taxes shall be paid by the Landlord. 2010 and future real property taxes during this lease shall be paid by the Tenant. Landlord shall convey the premises to the Tenant within her last will and testament.

21. Void Provisions. In the event any provision of this Lease shall be void as a matter of North Dakota law, such voiding of any specific provision of this Lease shall not void any other provisions hereof.

22. Full Negotiation. This agreement contains all of the parties' negotiations and there are no other agreements, written or oral, between the parties.

NOW, THEREFORE, the parties having read in its entirety this Farm Lease, and knowing and understanding its provisions, do by their signatures below agree to and will abide by the conditions and covenants of the Lease.

3/18/10  
Date

Gary Grenier  
Gary Grenier, Tenant

3/18/10  
Date

Pennie Grenier  
Pennie Grenier, Tenant

3/18/10  
Date

Carol Delorme  
Carol Delorme, Landlord

Lillian R. Delorme

DATE: 5/17/2010  
TIME: 08:14:57.CST

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 1  
REQUESTOR: 8PAGE

-----TRACT ID-----

LAND

AREA 324  
PPX NUMBER 5065  
SFX ABERDEEN

LAND AREA NAME

TURTLE MOUNTAIN OFF RESERVATION

RESOURCES

Mineral

-----DATE OF LAST-----  
CERTIFICATION/VERIFICATION

SEC	TOWNSHIP	RANGE	STATE	COUNTY	MERIDIAN	LEGAL DESCRIPTION	ACRES	CUMULATIVE ACRES	LAND DESCRIPTION NOTES
3	161.00N	071.00W	NORTH DAKOTA	ROLETTE	Fifth Principal	LOT 01=	37.910	37.910	TRACT MAY BE MORE ACCURATELY DESCRIBED AS: SENE AND GOV'T LOT 1 EXCEPT THE SOUTH 660' OF THE NORTH 990' OF THE EAST 165' THEREOF.
						SE NE	40.000	77.910	

METES AND BOUNDS: GOV'T LOT 1 EXCEPT A PARCEL DESCRIBED AS: BEGINNING AT THE NE CORNER OF LOT 1; THENCE SOUTH ON THE EAST LINE OF LOT 1 A DISTANCE OF 330' TO THE TRUE POINT OF BEGINNING; THENCE SOUTH ON THE EAST LINE OF LOT 1 A DISTANCE OF 660'; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 165'; THENCE NORTH PARALLEL WITH THE EAST LINE OF LOT 1 A DISTANCE OF 660'; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 165' TO THE POINT OF BEGINNING

TOTAL SECTION ACRES: 77.910

TRB	NUM/DOB	TYP	OT	INT	CLS	TYP	NUMBER	DOCUMENT	NAME IN WHICH ACQUIRED	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
304	XXXXXXXX	I	R	A	11	IT	TC254R993		WILKIE DELORME CAROL JEAN	1		
		R	A	09	SO	2760	---		DELORME CAROL J.	1		
		R	T	09	SO	2761	---		DELORME CAROL J.	12		
		R	A	09	SO	2762	---		DELORME CAROL J.	1		

EXHIBIT B

DATE: 5/17/2010  
TIME: 08:14:57 CST

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 2  
REQUESTOR: BPAGE

-----TRACT ID-----

**LAND**

**AREA**

324

五

5065

MEMBER SEX

**TITLE PLANT**

**ARGENT**

----- OWNER ----- DOCUMENT ---

-- DOCUMENT --

TRB	NUM/DOB	TYP	OT	INT	CLS	TYP	NUMBER
-----	---------	-----	----	-----	-----	-----	--------

8 A: 09 50 2763---

**DELORE  
CAROL J.**

8 A 09 SO 2764---

DELOMB  
CAROL J.

304 XXXXXXXXXXXX I R A 11 IT TC254R993

DELOMBE  
HOLLIE R.

**\* SPECIAL INTEREST HOLDER \***

304 XXXXXXXXXXXX I 8 L 09 50 2761----

TROTTIER  
ROSS ANN

**TITLE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND NOTES:**

NO TRACT NOTES FOUND

NO REALTY DOCUMENTS FOUND

DATE: 5/17/2010  
 TIME: 08:14:58 CST

UNITED STATES DEPARTMENT OF THE INTERIOR  
 BUREAU OF INDIAN AFFAIRS  
 TITLE STATUS REPORT  
 TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 3  
 REQUESTOR: B PAGE

TRACT ID				DATE OF LAST		CERTIFICATION/VERIFICATION	
LAND	AREA	PFX	NUMBER	SEX	TITLE PLANT	LAND AREA NAME	RESOURCES
324	M		5065		ABERDEEN	TURTLE MOUNTAIN OFF RESERVATION	Mineral
NATURE OF ENCUMBRANCE				ENCUMBRANCE HOLDER		EXPIRATION DATE	
LIFE ESTATE				ROSE ANN TROTTER		PERPETUAL	
						09 30	
						2761---	
						LIFE ESTATE IN EACH INTEREST	
						RECEIVED THROUGH DOC. NO. 324-	
						2161, IDENTIFIED BY "T" IN	
						"INT" COLUMN.	

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

DATE: 5/17/2010  
TIME: 08:14:58 CST

-----TRACT ID-----				-----DATE OF LAST-----				
LAND	AREA	PEX	NUMBER	SFX	TITLE PLANT	LAND AREA NAME	RESOURCES	CERTIFICATION/VERIFICATION
	324	M	5065		ABERDEEN	TURTLE MOUNTAIN OFF RESERVATION	Mineral	

AS OF THE th DAY OF , THE FOREGOING CONSISTING OF 4 PAGES, IS A TRUE AND CORRECT REPORT OF THE STATUS OF THE TITLE TO THE REAL ESTATE DESCRIBED HEREIN ACCORDING TO THE OFFICIAL LAND RECORDS MAINTAINED IN THIS OFFICE.

THIS REPORT DOES NOT COVER ENCROACHMENTS, OR QUESTIONS OF LOCATION, BOUNDARY, ACCURATE SURVEY MAY DISCLOSE; RIGHTS OR CLAIMING TO BE IN POSSESSION; EASEMENT ENCUMBRANCES, INCLUDING, BUT NOT LIMITED TO IRRIGATION CHARGES, UNPAID CLAIMS, WHICH ARE NOT FILED FOR RECORD IN THIS OFFICE; ANY OTHER RIGHTS WHICH MIGHT BE PHYSICAL INSPECTION OF THE PREMISES.

EXAMINED BY \_\_\_\_\_  
MANAGER, LAND TITLES AND RECORDS OFFICE  
ABERDEEN, SD

\* \* \* \* \* END OF REPORT \* \* \* \* \*



## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Turtle Mountain Agency  
P.O. Box 60  
Belcourt, ND 58316



IN REPLY REFER TO:

Trust Services

MAY 13 2010

Carol J. Delorme  
P.O. Box 1060  
Belcourt, ND 58316

Dear Ms. Delorme:

This is with regard to the Gravel Pit located on the Melvin Delorme Allotment, Id. 324-M5065, described as; SENE, Lot 1, less the South 660' of the North 990' of the East 165', containing 77.91 acres.

Because of the numerous calls and inquiries we have received with respect to the above mining operation, we researched our records further and found that you are not the sole owner in the above property. Since you do not own 100% of the mineral interest, you are required to have a lease or permit in place pursuant to 25 CFR, Part 216 that will protect the interest of the owners and public at large. Pursuant to 25 CFR, Part 216 any exploration or surface mining activity must ensure that adequate measures are taken to avoid, minimize, or correct damage to the environment, land, water and air and to avoid, minimize, or correct hazards to the Public Health and safety.

Please contact this office and we will assist you in acquiring the necessary consent, environmental documents, proper exploration and reclamation plans required to extract gravel resources. At this time, the company doing the excavating of gravel is in trespass.

Should you have any questions, please write the above address or call our Realty office @477-6184.

Sincerely,

*Y. J. Moun*  
Acting Superintendent

EXHIBIT C





## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Turtle Mountain Agency  
P.O. Box 60  
Belcourt, ND 58316

IN REPLY REFER TO:  
Trust Services

**Certified Mail – Return Receipt Requested**  
7009 2250 0000 2280 6113

Gary and Pennie Grenier  
PO Box 213  
Rolette ND, 58366

Dear Mr. and Mrs. Grenier:

This is with regard to the gravel pit located on the Melvin Delorme allotment, ID. 324-5065, described as SENE, Lot 1 except the south 660 feet of the north 990 feet of the east 165 feet, Section 3, Township 161 N., Range 71 W.

We have been contacted by the other two owners of this land, who have now informed us in writing that they object to your direct lease. We have reviewed a copy of the lease in question and pursuant to 25 CFR § 162.104 (pertinent to agricultural leases) and 25 CFR § 212.20(a) (pertinent to the mineral leases), and it appears to be void *ab initio* because it was never approved by the Bureau of Indian Affairs.

You are hereby ordered to cease and desist all activities on this land. You are hereby given 10 days from the date of this notice to provide further documentation as to why we should honor your lease. If we do not hear from you within the prescribed time frame, we will have no alternative but to proceed with trespass action pursuant to 25 CFR § 166 Subpart I.

Should you have further questions, please write the above address or you may call the Realty office @ 701-477-6184.

Sincerely,

Superintendent

Cc. Owners in Allotment 324-5065

**EXHIBIT D**



Turtle Mountain Tribal Court  
Turtle Mountain Jurisdiction

Belcourt North Dakota  
Civil Division

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Carol Delorme, et al.  
Plaintiffs

V

ORDER

Case: 11-10146/ INJ 12-1023

Gary Grenier, et al  
Defendants.

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The above entitled matter came before the Court on the Defendants Motion to dismiss for lack of jurisdiction on the 20<sup>th</sup> day of August 2012. Present before the Court for the Plaintiffs Monique Vondall-Rieke, lay advocate; Gary Grenier appearing with legal counsel Mike Andrews; Vickie Parisien appearing with attorney Bill Delmore. Special Appearances being made by Gary Grenier, Dale Honsey dba Pinky's Aggregate and Vickie Parisien dba VLP Development.

The motion for an injunction in case number INJ 12-1023 and case number 11-10146 were combined pursuant to the courts order of August 10, 2012.

Arguments were made by legal counsel as to jurisdictional issues as to personal jurisdiction over the parties and as to subject matter jurisdiction. The Court having heard the arguments, reviewed the pleadings and being duly advised of the premises makes the following,

#### Findings of Facts

The Plaintiff Carol Delorme is the apparent owner of the land in question pursuant to a Title Status Report generated in May 2010.

The Plaintiff Carol Delorme is an enrolled member residing on or near the reservation.

The Defendant Gary Grenier is a non-Indian doing business with an enrolled member within the exterior boundaries of the reservation and entering into leases with an enrolled member.

The Defendant Gary Grenier, as lessee, and the Plaintiff Carol Delorme, as lessor, had a long standing lease agreement relating to her trust land.

The trust land is described as E1/2NE1/4 Sec. 3 Township 161 N, R71W, 5<sup>th</sup> PM, less the East 400 feet of the NE1/4NE1/4, Section 3, T161 N R71W, situated in Rolette County, State of North Dakota.

The Plaintiff Carol Delorme is the majority owner of the property in dispute as reflected by a Title Status Report dated May 2010.

Plaintiff claims to have had suffered a stroke and to have been otherwise incapacitated in 2009.

The Plaintiff is trying to set aside a lease entered into between the Carol Delorme and Gary Grenier in March of 2010 by incapacity, fraud and duress.

VLP Development and Pinky's Aggregate are subcontractors or sub lessors of Gary Grenier.

Although the Plaintiffs complaint alleges violations of Federal law and Bureau of Indian Affairs lease policy, no cause of action has been filed in any other jurisdiction or with any Federal agency relating to the lease in question and even if one has been some issues need to be adjudicated in the Tribal Court.

Based upon the foregoing the Court make the following,

#### Conclusions of Law

The Court finds that it has personal jurisdiction over Carol Delorme, an enrolled member of the Turtle Mountain Band of Chippewa and a resident of the exterior boundaries of the reservation.

The Court finds that it has personal jurisdiction over Gary Grenier, a non-Indian conducting long term lease agreements and business with an enrolled member on and within the exterior boundaries of the reservation.

The Court has subject matter over a lease dispute arising from the enrolled members trust land situated on or near the reservation.

The law presumes that contracts are valid until proven otherwise.

The law also presumes that individuals are competent to enter into contracts and leases unless it is proven that the individual is not competent.

This Court has subject matter jurisdiction to determine the capacity of an enrolled member to enter into contracts and to determine the validity of a disputed contract.

For a party to be entitled to injunctive relief the party must show that there is no other adequate remedy at law and money damages are not sufficient, an argument that the Plaintiff did not pursue.

Based upon the foregoing the Court makes the following,

#### ORDER

The Defendant Vickie Parisien dba as VLP Development is dismissed as a party to this action as the complaint fails to state a claim upon which relief can be granted.

The Defendant Dale Honsey dba Pinky's Aggregate is dismissed as a party to this action as the complaint fails to state a claim upon which relief can be granted.

The lease agreement between Carol Delorme and Gary Grenier is presumed valid until proven otherwise, the Plaintiff or her agents are specifically ordered not to interfere with the Defendants and his agents use and operation of business on the trust land in question unless approved by Court order. As the lease is presumed valid, Gary Grenier and his agents may continue to use, occupy and possess the land until further order of the Court.

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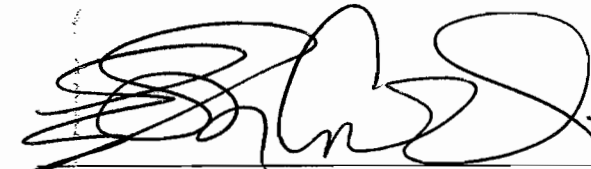
The premises in question are described as E1/2NE1/4 Sec. 3 Township 161 N, R71W, 5<sup>th</sup> PM, less the East 400 feet of the NE1/4NE1/4, Section 3, T161 N R71W, situated in Rolette County, State of North Dakota.

A hearing shall be scheduled on the Plaintiffs claim to set aside the lease agreement based upon claims of diminished capacity, incapacity, fraud or duress.


Should Carol Delorme and the other named Plaintiffs or Gary Grenier wish to make an interlocutory appeal, a bond in the amount of \$20,000.00 dollars shall be required.

The Plaintiffs complaint for an injunction is denied.

So Ordered this 20<sup>th</sup> day of August 2012.



El Marie Conklin, Special Associate Judge

Attest:   
Clerk of Court

**TURTLE MOUNTAIN TRIBAL COURT  
TURTLE MOUNTAIN JURISDICTION**

**CIVIL DIVISION  
BELCOURT NORTH DAKOTA**

**Carol Jean Delorme, Roberta Robinson, Kris Ann Delorme )  
Melvin Delorme Jr, Daneen Delorme, Hollie Delorme and )  
Rose Ann Trottier, )**

**PETITIONER(S)**

**VS.**

**AFFIDAVIT OF SERVICE**

**CV NO: CV11-10146/INJ 12-1023**

**Gary Grenier, In his Individual Capacity,**

**RESPONDENT(S)**

I, Michelle LaFloe, after being duly sworn under oath, deposes, and says that the Affiant is more than twenty-one years of age; and on the **22<sup>ND</sup> day of August, 2012** said Affiant deposited in a sealed envelope a true copy of the following:

**ORDER**

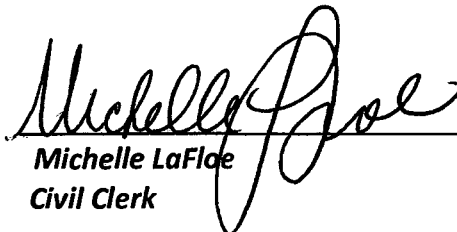
In the above entitled action, in the United States Post Office, at Belcourt, North Dakota, postage prepaid, and directed to:

**MONIQUE VONDAL RIEKE  
ATTORNEY AT LAW  
PO BOX 365  
BELCOURT ND 58316**

**MICHAEL ANDREWS  
4132 30<sup>TH</sup> AVENUE SW SUITE 100  
PO BOX 10247  
FARGO ND 58106**

**WILLIAM DELMORE  
KELSCH KELSCH RUFF & KRANDA  
ATTORNEYS AT LAW  
PO BOX 1266  
MANDAN ND 58554-7266**

**RECEIVED**  
AUG 27 2012

  
Michelle LaFloe  
Civil Clerk

WITNESSED BY: Valeries Davis DATED: 8/22/2012



## United States Department of the Interior

### BUREAU OF INDIAN AFFAIRS

Turtle Mountain Agency

P.O. Box 60, BIA # 7

Belcourt, North Dakota 58316

P-701-477-3191, F-701-477-6628

IN REPLY REFER TO:  
Branch of Trust Services

SEP 11 2013

Certified Mail – Return Receipt Requested  
7012 1640 0002 1709 6578

Gary Grenier  
P.O. Box 213  
Rolette, ND 58366

Dear Mr. Grenier:

This is with regard to tract number 324-5065 described as E/2NE/4, of Section 3, Township 161 N., Range 71 W., Rolette County, North Dakota. We believe that you have mined gravel and other materials from this property, without a valid lease or permit from the Bureau of Indian Affairs.

In response to your letter dated August 16, 2013 in which you requested our office to attempt negotiations with the owner of this property, we must inform you that we did meet with Carol Delorme. Ms. Delorme is not interested in negotiating a lease with you.

This is to officially notify you that you do not have a valid lease/permit on the above described property. All leases/permits on Indian land must be on a form approved by the Secretary and require our approval.

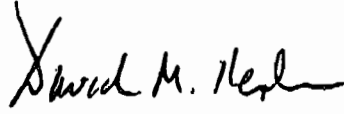
Sand and Gravel is considered a mineral. All mineral leases or permits are subject to 25 CFR 216. Sand and Gravel permits/leases must be prepared on approved government forms. (see above), accompanied by a surety bond and a mining plan on measures to be taken to avoid damages. You were notified of the regulations in a letter dated September 26, 2012 signed by Superintendent Lyle J. Morin. We are attaching a copy for your ready reference.

The Court Order that you provided from Turtle Mountain Tribal Court is not recognized by the Bureau of Indian Affairs as they have no jurisdiction over Federal Trust Property.

You are hereby given 10 days from your receipt of this notice to 1) provide this office with a lease that follows the Federal Regulations as listed; or 2) show cause why you should not be found to be in trespass; or 3) request additional time to respond to these allegations. If the alleged violation remains uncured after the stated deadline, you may be determined to be in trespass, and damages may be accessed against you. At that time you will be given the opportunity to provide documentation of any payments that were made to the land owners.

**EXHIBIT F**

Should you have questions, please contact our office @477-6191.

A handwritten signature in black ink, appearing to read "David M. Herl". The signature is fluid and cursive, with a large initial "D" and "H".

Superintendent

Attachment



# ANDERSON, BOTTRELL, SANDEN & THOMPSON

ATTORNEYS AT LAW

4132 30th Avenue South, Suite 100 • P.O. Box 10247 • Fargo, ND 58106-0247

Phone 701-235-3300 • Fax 701-237-3154 • www.andersonbottrell.com

E-mail: tcarlson@andersonbottrell.com

September 18, 2013

Richard P. Anderson\*\*  
Lowell P. Bottrell\*  
James M. Sanden  
Gregory L. Thompson\*  
Daniel L. Hull\*  
David J. Hauff\*  
Michelle M. Donarski\*  
Ronald J. Knoll\*  
Krista L. Andrews\*  
Michael L. Gust\*  
Michael T. Andrews\*\*  
Tyler S. Carlson\*  
Ann E. Miller\*

\*Also licensed in Minnesota  
^Also licensed in South Dakota  
\*\*Of Counsel

ATTN: Superintendent David Keplin  
United States Department of the Interior  
Bureau of Indian Affairs  
Branch of Trust Services  
Turtle Mountain Agency  
P.O. Box 60, BIA # 7  
Belcourt, ND 58316

RE: DeLorme-Grenier lease on tract number 324-5065

Dear Mr. Keplin:

Our office represents Gary Grenier. Please direct all future correspondence, notices, etc., to this office regarding this matter.

We are in receipt of your letter dated September 11, 2103. As an initial matter, we are troubled by your agency's focus upon our client as opposed to Ms. DeLorme in this matter. For the record, Mr. Grenier was told by Lyle Morin, a previous Superintendent of your agency, that he had a valid lease with Ms. DeLorme for farming and gravel on the land at issue. Mr. Grenier subsequently made substantial payments of approximately \$50,000.00 to Ms. DeLorme pursuant to the lease. These funds have not been returned.

As to the Tribal Court's Order, we understand that it does not address or resolve issues pertaining to compliance with federal regulations. That said, for purposes of Tribal law, the Turtle Mountain Tribal Court has determined that the lease is valid. An appeal by Ms. DeLorme challenging this decision was dismissed. We point this out solely to clarify that Ms. DeLorme, too, entered into a consensual, contractual arrangement with Mr. Grenier to lease the subject property, and was given consideration for said agreement. The sole issue visavis your agency is whether the lease complied with federal regulations, and, if it did not, whether such compliance was waived by your agency.

You should also be aware that Mr. Grenier has not mined or been present on the land at issue in 22 months, at which time he received notice from Mr. Morin that issues existed with

**EXHIBIT G**

the lease. The DeLormes have been farming the land . . . contrary to the terms of the agreement they signed with Mr. Grenier giving him the right to do so. As Mr. Grenier has been absent from the land since he was first contacted by your agency. Any allegation that Mr. Grenier is in trespass is simply untrue.

However, as we believe you are aware, there remains on the land, gravel that has been unearthed and paid for by third parties. This is an untenable situation that must be resolved. We respectfully request your agency at least allow the unearthed gravel to be removed from the land and delivered to the parties to which it belongs.

Given all these issues, we are very willing to work cooperatively with your agency to put an end to this ordeal, whether by working with you to bring the lease into compliance with your regulations for your purposes or, if not, remove the property of third parties, and rescind the lease which would allow my client to sue Ms. DeLorme to recover the monies she has been paid and the damages he has otherwise suffered. We look forward to hearing from you in this regard.

Meantime, to the extent your September 11, 2013 letter stating that "[Mr. Grenier] does not have a valid/lease permit on above described property" is intended to be the written decision of the Department, please provide the information required by 25 CFR § 2.7 so that we may begin the process of appealing this decision. Absent such notice please consider this letter notice of appeal of your September 11 determination.

Please contact me if you have any questions, or need any additional information. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Carlson", written in a cursive style.

Tyler S. Carlson

TSC f:\6369\11\c\BIA ltr 9-18-13

Enclosure

c: Gary Grenier  
Dale Honsey



# ANDERSON, BOTTRELL, SANDEN & THOMPSON

ATTORNEYS AT LAW

4132 30th Avenue South, Suite 100 • P.O. Box 10247 • Fargo, ND 58106-0247  
Phone 701-235-3300 • Fax 701-237-3154 • www.andersonbottrell.com

E-mail: mandrews@andersonbottrell.com

December 18, 2013

United States Department of the Interior  
Bureau of Indian Affairs  
Branch of Trust Services  
Turtle Mountain Agency  
ATTN: Superintendent David Keplin  
P.O. Box 60, BIA # 7  
Belcourt, ND 58316

Monique Vondall  
PO Box 365  
Belcourt, ND 58316

Roberta Robinson  
c/o Carol Jean DeLorme  
PO Box 1060  
Belcourt, ND 58316

Melvin DeLorme, Jr.  
PO Box 1060  
Belcourt, ND 58316

Hollie DeLorme  
PO Box 68  
Rolla, ND 58367

Bureau of Indian Affairs  
Great Plains Regional Office  
Regional Director Weldon B. Loudermilk  
115 4th Avenue Southeast, Suite 400  
Aberdeen, South Dakota 57401

Carol Jean DeLorme  
PO Box 1060  
Belcourt, ND 58316

Kris Ann DeLorme  
PO Box 1138  
Belcourt, ND 58316

Danine DeLorme  
PO Box 1060  
Belcourt, ND 58316

Rose Ann Trottier Mix  
PO Box 652  
Belcourt, ND 58316

Richard P. Anderson\*\*  
Lowell P. Bottrell\*  
James M. Sanden  
Gregory L. Thompson\*  
Daniel L. Hull\*  
David J. Hauff\*  
Michelle M. Donarski\*  
Ronald J. Knoll\*  
Krista L. Andrews\*  
Michael L. Gust\*  
Michael T. Andrews\*  
Tyler S. Carlson\*  
Ann E. Miller\*

\*Also licensed in Minnesota  
^Also licensed in South Dakota  
\*\*Of Counsel

**RE: NOTICE OF APPEAL AND STATEMENT OF REASONS**

Our office represents Gary Grenier. Please direct all future correspondence, notices, etc., to the offices of the Anderson, Bottrell, Sanden and Thompson law firm regarding this matter.

This letter constitutes our appeal of Superintendent David Keplin's September 11, 2013 determination that Mr. Grenier does not have a valid lease to mine gravel and/or other material on tract number 324-5065 described as E/2NE/4, of Section 3, Township 161 N.,

**EXHIBIT H**

Range 71 W., Rolette County, North Dakota. A copy of the letter containing Mr. Keplin's decision is enclosed herein and marked as Exhibit A.

This matter involves a March 2010 lease of real estate between Grenier and DeLorme. The March 2010 lease states:

1. **Use of Premises.** Tenant agrees to utilize the premises during the term(s) of this Lease for any lawful purpose including commercial and agricultural. Landlord warrants that the premises are not subject to any lease or easement which will interfere with the Tenant's use of the premises.

...

17. **Oil, Gas and Mineral Development.** Tenant may develop and remove (without compensation to the Landlord) any or all oil, gas or mineral (i.e., including gravel and clay) concerning the real property subject to this lease.

A copy of the lease between Mr. Grenier and Ms. DeLorme is enclosed herein and marked as Exhibit B.

A Title Status Report reveals that DeLorme is the overwhelming majority owner of the leased real estate, with an ownership interest of over 91%. A copy of the Title Status Report for the leased real estate is enclosed herein and marked as Exhibit C.

Grenier then subcontracted with VLP Development, LLP and Pinky's Aggregates for the removal of gravel from the property subject to the lease. The property subject to the lease is not located on the Turtle Mountain reservation, but is trust land. DeLorme is an enrolled tribal member and is the apparent and majority owner of the property subject to the lease. Grenier is a non-Indian. VLP Development, LLP and Pinky's Aggregates, Inc. are non-Indian subcontractors or sublessors of Grenier. Prior to the March 2010 lease at issue in the present action, Grenier and Carol DeLorme had a long-standing lease agreement regarding DeLorme's trust land.

During the process of the lease formation, Grenier spoke to Lyle Morin, a previous Superintendent of the Bureau of Indian Affairs. Morin indicated to Grenier that his office had received the lease and that Grenier had a valid lease with DeLorme for farming and gravel on the land at issue. Relying on these assertions, Grenier subsequently made substantial payments of approximately \$50,000.00 to DeLorme pursuant to the lease.

On May 13, 2010, Lyle Morin of the Bureau of Indian Affairs, a division of the United States Department of the Interior, wrote to DeLorme notifying her of actions that needed to be taken pursuant to 25 C.F.R. Part 216, as DeLorme was not the sole owner of the mineral interests of the land subject to the March 2010 lease. Lyle Morin subsequently reversed his earlier assertions to Grenier and wrote to Grenier notifying him that the March 2010 lease was void pursuant to 25 C.F.R. § 162.104 and 25 C.F.R. § 212.20(a) "because it had never been approved by the Bureau of Indian Affairs", and ordered Grenier to cease and

desist all activities on the land subject to the March 2010 lease. Grenier has abided by that directive. Copies of correspondence received by Mr. Grenier from Mr. Morin is enclosed herein and marked as Exhibit D.

DeLorme initiated an action in Tribal Court, seeking to set aside the March 2010 lease on the grounds of lack of consent. This issue was litigated in the Turtle Mountain Tribal Court and the Turtle Mountain Tribal Court of Appeals. The end result of this litigation was with a ruling that the lease is valid as far as the Tribal Court was concerned and a dismissal of DeLorme's Complaint. This is noted solely to make clear that DeLorme entered into a consensual, contractual arrangement with Mr. Grenier to lease the subject property, and was given consideration for said agreement. The sole issue on appeal is whether the lease complied with federal regulations, and, if it did not, whether such compliance was waived by the Bureau of Indian Affairs.

With respect to the agricultural aspect of the lease, 25 C.F.R. § 162.010 describes the general steps to obtain a lease. 25 C.F.R. § 162.010 authorizes a prospective lessee to negotiate directly with Indian landowners for a lease, and further provides that "for fractionated tracts, notify all Indian landowners and obtain the consent of the Indian landowners of the applicable percentage of interests, under § 162.012". 25 C.F.R. § 162.012 provides that where the number of owners of the fractionated trust land is one to five, only the consent of individuals owning 90% of the fractionated land is required. Since DeLorme's interest in the leased land is over 90%, the consent of the remaining landowners is not needed for a valid agricultural lease.

25 C.F.R. § 162.010 further requires prospective lessees or Indian landowners to submit the lease to the BIA office with jurisdiction over the lands covered by the lease for review and approval. Grenier submitted the lease to Superintendent Morin, who indicated the lease was valid. Therefore, Grenier contends that all of the requirements for a valid agricultural lease have been met.

Similarly, C.F.R. § 212.20, governing the acquisition of leases for mineral development, provides that applications for such leases "shall be made to the superintendent having jurisdiction over the land". Again, Grenier submitted the lease to Superintendent Morin, who indicated the lease was valid. Grenier contends that the requirements for a valid mineral lease have been met.

In short, it is Grenier's position that he complied with the applicable regulations by submitting the lease to the BIA, and that the lease between himself and DeLorme is valid. Grenier requests that Mr. Loudermilk reverse Supervisor Keplin's determination that the lease is not valid, and rule that the lease is valid for all purposes contemplated therein.

Meanwhile, gravel which has been unearthed by Grenier and contracted to third parties remains on the DeLorme land. At the same time, DeLorme has retained the \$50,000 payment from Grenier for the lease to mine gravel, yet DeLorme is refusing to allow access to the property to recover the unearthed gravel. Furthermore, DeLorme has been farming

the land . . . contrary to the terms of the agreement signed with Grenier giving him the right to do so.

I hereby certify that copies of this notice of appeal have been served on all interested parties.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael T. Andrews", with a long horizontal flourish extending to the right.

Michael T. Andrews

TSC f:\6369\11\c\notice of appeal ltr 12-18-13

Enclosures

c: Gary Grenier (w/enc)

Dale Honsey (w/enc)



## United States Department of the Interior

### BUREAU OF INDIAN AFFAIRS

Turtle Mountain Agency

P.O. Box 60, BIA # 7

Belcourt, North Dakota 58316

P-701-477-3191, F-701-477-6628

IN REPLY REFER TO:

Branch of Trust Services

SEP 11 2013

Certified Mail – Return Receipt Requested  
7012 1640 0002 1709 6578

Gary Grenier  
P.O. Box 213  
Rolette, ND 58366

Dear Mr. Grenier:

This is with regard to tract number 324-5065 described as E/2NE/4, of Section 3, Township 161 N., Range 71 W., Rolette County, North Dakota. We believe that you have mined gravel and other materials from this property, without a valid lease or permit from the Bureau of Indian Affairs.

In response to your letter dated August 16, 2013 in which you requested our office to attempt negotiations with the owner of this property, we must inform you that we did meet with Carol Delorme. Ms. Delorme is not interested in negotiating a lease with you.

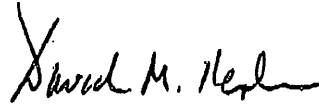
This is to officially notify you that you do not have a valid lease/permit on the above described property. All leases/permits on Indian land must be on a form approved by the Secretary and require our approval.

Sand and Gravel is considered a mineral. All mineral leases or permits are subject to 25 CFR 216. Sand and Gravel permits/leases must be prepared on approved government forms. (see above), accompanied by a surety bond and a mining plan on measures to be taken to avoid damages. You were notified of the regulations in a letter dated September 26, 2012 signed by Superintendent Lyle J. Morin. We are attaching a copy for your ready reference.

The Court Order that you provided from Turtle Mountain Tribal Court is not recognized by the Bureau of Indian Affairs as they have no jurisdiction over Federal Trust Property.

You are hereby given 10 days from your receipt of this notice to 1) provide this office with a lease that follows the Federal Regulations as listed; or 2) show cause why you should not be found to be in trespass; or 3) request additional time to respond to these allegations. If the alleged violation remains uncured after the stated deadline, you may be determined to be in trespass, and damages may be assessed against you. At that time you will be given the opportunity to provide documentation of any payments that were made to the land owners.

Should you have questions, please contact our office @477-6191.

A handwritten signature in black ink, appearing to read "David M. Herlihy". The signature is fluid and cursive, with a large initial "D" and "H".

Superintendent

Attachment

**EXHIBIT B**

**LEASE OF REAL ESTATE**

**THIS AGREEMENT**, Made and entered into effective January 1, 2010, by and Between **Carol Delorme**, whose address is P.O. Box 1060, Belcourt, North Dakota 58316, Herein referred to as "Landlord," and **Gary Grenier and Fennia Grenier**, whose address is P.O. Box 213, Rolette, North Dakota 58366, herein referred to as "Tenant" (whether one or more persons).

**WITNESSETH**, That for and in consideration of the rents and covenants herein contained and to be paid and performed by the parties, the Landlord has LEASED to Tenant the following described real property in Rolette County, North Dakota, to-wit:

The East Half of the Northeast quarter (E1/2NE1/4), Section Three (3), Township 161 North, Range 71 West of the Fifth P.M., LESS the East 400 feet of the North 320 feet of the NE1/4NE1/4, Section 3, Township 161 North, Range 71 West of the Fifth P.M.

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **Use of Premises.** Tenant agrees to utilize the premises during the term(s) of this Lease for any lawful purpose including commercial and agricultural. Landlord warrants that the premises are not subject to any lease or easement which will interfere with the Tenant's use of the premises.
2. **Term.** The Lease shall be for a period of ten (10) years, beginning January 1, 2010, and ending December 31, 2019.
3. **Renewal.** Tenant shall have an option to renew this lease for an additional ten year period under the same terms and conditions by tendering the sum of \$100.00 to the Landlord on or before the lapse of the original term of this lease. Lease cannot exceed fifty (50) years in total.
4. **Rent.** The Tenant shall pay Landlord the sum of \$45,000.00 at the time of the execution of this lease by the parties. Tenant has already paid Landlord the sum of \$1,000.00, so a balance of \$44,000.00 remains to be paid.
5. **Government and Other Payments.** Tenant shall receive U.S. government and all other payments of any nature made during the term of this Lease which concern any lawful practice or enterprise including all gravel and gravel proceeds which the Tenant may develop at his option.
6. **Expenses.** The Tenant shall pay for all costs and expenses associated with the use of the property by the Tenant or his assigns.
7. **Summerfallow.** No summer fallow shall be required by the Landlord. If the tenant leaves any summer fallow or set aside at the end of the lease period, no compensation shall be paid to the Tenant, regardless of the amount of summer fallow present at the commencement of the lease period.
8. **Chemicals and Fertilizer.** No compensation will be paid by Landlord for any chemical sprays or fertilizer placed upon the demised premises, whether such chemical or fertilizer has residual effect or not, or whether the fertilizer will benefit the Landlord or assigns in future year(s).



9. Fall Work. Tenant is not required to do any fall work, and Tenant will not be compensated for any fall work completed.

10. Duties of Tenant. Tenant will mow roadsides and ditches in a manner acceptable to township and county requirements and abide by all easements currently on the property.

11. Sublease/Assignment. Tenant may sublease any portion of the premises, or assign any part of the lease, without Landlord's consent.

12. Buildings Or Other Included Property. No buildings are included within this lease.

13. Entry. The Landlord reserves the right to enter upon the demised premises at any reasonable time for any lawful purpose which will not interfere with Tenant's use of the premises.

14. Taxes. Tenant will be responsible for the annual real property taxes commencing with the 2010 real property tax year.

15. Acceptance of Premises. Tenant accepts the demised premises in the condition the premises are found on the date Tenant enters upon and occupies the demised premises under this lease.

16. Time of the Essence. Time is deemed and taken to be as the very essence of this Lease and of all and each of the covenants and conditions herein and shall be so construed.

17. Oil, Gas and Mineral Development. Tenant may develop and remove (without compensation to the Landlord) any or all oil, gas or minerals (i.e., including gravel and clay) concerning the real property subject to this lease.

18. Remedies. Remedies provided for in this Lease shall not be exclusive of any other remedy, but the parties shall, in case of default, breach, or any other reason herein contained, have every other remedy allowed by law or equity, and North Dakota law shall apply.

19. Persons Bound. All parties hereto are bound by the terms of this Contract and all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

20. Miscellaneous. 2009 real property taxes shall be paid by the Landlord. 2010 and future real property taxes during this lease shall be paid by the Tenant. Landlord shall convey the premises to the Tenant within her last will and testament.

21. Void Provisions. In the event any provision of this Lease shall be void as a matter of North Dakota law, such voiding of any specific provision of this Lease shall not void any other provisions hereof.



22. Full Negotiation. This agreement contains all of the parties' negotiations and there are no other agreements, written or oral, between the parties.

NOW, THEREFORE, the parties having read in its entirety this Farm Lease, and knowing and understanding its provisions, do by their signatures below agree to and will abide by the conditions and covenants of the Lease.

3/18/10  
Date

*Gary Grenier*  
Gary Grenier, Tenant

3/18/10  
Date

*Pennie Grenier*  
Pennie Grenier, Tenant

3/18/10  
Date

*Carol Delorme*  
Carol Delorme, Landlord

*Fallie R. Delorme*

Gary Greiner  
PO Box 213  
Follett, N.D. 58346

Jan 26, 2010

I Gary Greiner have farmed land of  
Melvin (deceased) Delorme's land for over  
30 years.

Gary Greiner

I Agree to the above statement  
by Mr. Gary Greiner.

Carl Delorme  
1/26/10

Received in Administration

BIA, Turtle Mountain Agency - ATT  
Agent Superintendent

EXHIBIT C

DATE: 5/17/2010  
TIME: 08:14:57.CST

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 1  
REQUESTOR: BPAGE

TRACT ID:-----  
LAND AREA NAME: LAND AREA NAME  
RESOURCE: Mineral  
CERTIFICATION/VERIFICATION:-----  
DATE OF LAST:-----

SEC 3 TOWNSHIP 161.00N RANGE 071.00W STATE NORTH DAKOTA COUNTY SIOUX MERIDIAN Fifth Principal LEGAL DESCRIPTION LOT 01= 37.910 ACRES 37.910 TRACT MAY BE MORE ACCURATELY DESCRIBED AS: SENE AND GOV'T LOT 1 EXCEPT THE SOUTH 660' OF THE NORTH 990' OF THE EAST 165' THEREOF.

NOTES AND BOUNDS: GOV'T LOT 1 EXCEPT A PARCEL DESCRIBED AS: BEGINNING AT THE NE CORNER OF LOT 1; THENCE SOUTH ON THE EAST LINE OF LOT 1 A DISTANCE OF 330' TO THE TRUE POINT OF BEGINNING; THENCE SOUTH ON THE EAST LINE OF LOT 1 A DISTANCE OF 660'; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 165'; THENCE NORTH PARALLEL WITH THE EAST LINE OF LOT 1 A DISTANCE OF 660'; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 1 A DISTANCE OF 165' TO THE POINT OF BEGINNING.

TOTAL SECTION ACRES: 77.910

TRB	NUM/DOB	TYPE OF INT	CLSTYP	NUMBER	NAME IN WHICH ACQUIRED	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
304	XXXXXXXXXX	I	R	A	11	IF TC2548993	WILKIE DELORME	CAROL JEAN
		R	A	09	SO 2760---		DELORME CAROL J.	1
		R	T	09	SO 2761---		DELORME CAROL J.	12
		R	A	09	SO 2762---		DELORME CAROL J.	1
								12



DATE: 5/17/2010  
TIME: 08:14:58 CST

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLES STATUS REPORT  
TITLES INTERESTS HELD IN FEE OR TRUST

PAGE: 3  
REQUESTOR:

BPAGE

TRACT ID

LAND AREA	PFX NUMBER	SEX	TITLE PLANT	LAND AREA NAME	RESOURCES	CERTIFICATION/VERIFICATION
324	N	5065	ABERDEEN	TURTLE MOUNTAIN OCE RESERVATION	Mineral	

NATURE OF ENCUMBRANCE

ENCUMBRANCE HOLDER

EXPIRATION DATE CUS TYP NUMBER

DESCRIPTION / EXPLANATION

LIFE ESTATE

ROSE ANN TROTTER

PERPETUAL 09 30 2761---

LIFE ESTATE IN EACH INTEREST  
RECEIVED THROUGHDC. NO. 324-  
2161, IDENTIFIED BY "T" IN  
"TBE" COLUMN.

08/26/2012

03:20

7012463889

PINKYS AGGREGATES

PAGE 06/09

DATE: 5/17/2010  
TIME: 08:14:58 CST

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

PAGE: 4  
REQUESTOR:

PAGE: 4

TRACT ID-----

DATE OF LAST-----

LAND AREA	PER NUMBER	SEX	TITLE PLANT	LAND AREA NAME	RESOURCES	CERTIFICATION/VERIFICATION
324	M	5065	ABERDEEN	TURTLE MOUNTAIN OFF RESERVATION	Mineral	

AS OF THE 14 DAY OF , THE FOREGOING CONSISTING OF 4 PAGES, IS A TRUE AND CORRECT REPORT OF THE STATUS OF THE TITLE TO THE REAL ESTATE DESCRIBED HEREIN ACCORDING TO THE OFFICIAL LAND RECORDS MAINTAINED IN THIS OFFICE.

THIS REPORT DOES NOT COVER ENCROACHMENTS, OR QUESTIONS OF LOCATION, BOUNDARY, ACCURATE SURVEY MAY DISCLOSE, RIGHTS OR CLAIMING TO BE IN POSSESSION, EASEMENT ENCUMBRANCES, INCLUDING, BUT NOT LIMITED TO IRRIGATION CHARGES, UNPAID CLAIMS, WHICH ARE NOT FILED FOR RECORD IN THIS OFFICE; ANY OTHER RIGHTS WHICH MIGHT BE PHYSICAL INSPECTION OF THE PREMISES.

EXAMINED BY

MANAGER, LAND TITLES AND RECORDS OFFICE  
ABERDEEN, SD

\*\*\*\*\* END OF REPORT \*\*\*\*\*



## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Turtle Mountain Agency  
P.O. Box 60  
Belcourt, ND 58316

**EXHIBIT D**

IN REPLY REFER TO:

**Trust Services**

SEP 26 2012

**Gary Grenier  
P.O. Box 213  
Rolette, ND 58366**

**Dear Mr. Grenier:**

**This is in response to the telephone conference call held on September 20, 2012 with regard to the process of acquiring a surface lease and a mining lease.**

- 1. All leases on Indian land must be on a form approved by the Secretary and is subject to His written approval per 25 CFR 162.604. (applies to Agricultural and Mining)**
- 2. Unless provided by the Secretary a satisfactory surety bond will be required in an Amount that will reasonably assure performance of the contractual obligations under The lease. 25 CFR 162.604 (c). (applies to Agricultural and Mining)**
- 3. While the leased premises are in trust or restricted status, all of the lessee's obligations Under the lease, and the obligations of his sureties are to the United States as well as to The owner of the land. 25 CFR 162.604 (g) (1). (applies to Agricultural and Mining)**
- 4. Leases granted or approved under this part shall be limited to the minimum duration, commensurate with the purpose of the lease, that will allow the highest economic return to the owner consistent with prudent management and conservation practices, and except as otherwise provided in this part shall not exceed the number of years provided for in this section. Except for those leases authorized by 162.604(b)(1) and (2) of this subpart, unless the consideration for the lease is based primarily on percentages of income produced by the land, the lease shall provide for periodic review, at not less than five-year intervals, of the equities involved. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by the contract or the contribution value of such improvements. Any adjustments of rental resulting from such review may be made by the Secretary where he has the authority to grant leases; otherwise the adjustment must be made with the written concurrence of the owners and the approval of the Secretary. 25 CFR 162.607 (applies to Surface leasing)**

**Sand and Gravel is considered a mineral. All mineral leases or permits are subject to 25 CFR 216 and is a separate action to surface agricultural leases. Sand and Gravel permits/leases must be prepared on approved government forms. Each permit must be accompanied by a surety bond of not less than \$2,000.00 payable to the Bureau of Indian Affairs. Each permit/lease shall be accompanied by a mining plan on measures to be taken to avoid, minimize or avoid damages to the environment – land, water, and air and to**

**avoid, minimize or correct hazards to the public health and safety. Each permit/lease must have a map of definite location as to disturbance. Each permit/lease will also have a plan of reclamation.**

**Once a permit/lease is approved by the Secretary or his designee, the permit will be forwarded to the Bureau of Land Management who will determine the royalty rate. All royalties must be paid into the Minerals Management Service. There is a onetime administrative fee of \$75.00 for each permit/lease.**

**More information can be obtained on the internet with a search for the Code of Federal Regulations with the corresponding part (162/surface and 216/mining).**

**If you should have any further questions, please do not hesitate to contact our office.**

*Lyle G. Mouni*

**Superintendent**





## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Turtle Mountain Agency  
P.O. Box 60  
Belcourt, ND 58316



IN REPLY REFER TO:

Trust Services

MAY 13 2010

Carol J. Delorme  
P.O. Box 1060  
Belcourt, ND 58316

Dear Ms. Delorme:

This is with regard to the Gravel Pit located on the Melvin Delorme Allotment, Id. 324-M5065, described as; SENE, Lot 1, less the South 660' of the North 990' of the East 165', containing 77.91 acres.

Because of the numerous calls and inquiries we have received with respect to the above mining operation, we researched our records further and found that you are not the sole owner in the above property. Since you do not own 100% of the mineral interest, you are required to have a lease or permit in place pursuant to 25 CFR, Part 216 that will protect the interest of the owners and public at large. Pursuant to 25 CFR, Part 216 any exploration or surface mining activity must ensure that adequate measures are taken to avoid, minimize, or correct damage to the environment, land, water and air and to avoid, minimize, or correct hazards to the Public Health and safety.

Please contact this office and we will assist you in acquiring the necessary consent, environmental documents, proper exploration and reclamation plans required to extract gravel resources. At this time, the company doing the excavating of gravel is in trespass.

Should you have any questions, please write the above address or call our Realty office @477-6184.

Sincerely,

Acting Superintendent



## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Great Plains Regional Office  
115 Fourth Avenue SE, Suite 400  
Aberdeen, South Dakota 57401

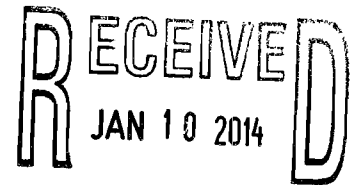
IN REPLY REFER TO:

Real Estate Services  
MC-306

JAN 03 2014

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED - 7013 0600 0000 2131 2639**

Mr. Michael T. Andrews  
Anderson, Bottrell, Sanden & Thompson  
4132 30<sup>th</sup> Avenue South, Suite 100  
Post Office Box 10247  
Fargo, North Dakota 58106-0247



Dear Mr. Andrews:

Appellant Gary Grenier, your client, seeks review of a September 11, 2013, trespass notification letter (Letter) issued by the Turtle Mountain Agency Superintendent (Superintendent), Bureau of Indian Affairs (BIA). Apparently, in 2010, Appellant negotiated a written mineral agreement with Carol Jean Delorme (Delorme), sole owner of a surface parcel of Indian restricted land identified as tract number 324-5065. Delorme is also majority owner of the corresponding mineral estate, owning 83.33%, identified as tract number 324-M5065. At some point, Delorme ended the agreement with Appellant. By letter of August 16, 2013, Appellant requested that the Superintendent attempt negotiations with Delorme for a continuation of the agreement. When those negotiations failed, the Superintendent issued his trespass notification letter. In it, Appellant was informed that Delorme was not interested in negotiating a lease with Appellant. Further, because Appellant lacked a valid BIA-approved mineral lease or permit to mine the sand and gravel and because Appellant apparently had been mining the gravel and other materials from the restricted property, Appellant was believed to be in trespass. On December 18, 2013, Appellant appealed the Letter claiming that he has a valid lease with Delorme (copy enclosed).

Procedural regulations governing administrative appeals to the Regional Director are found in the Code of Federal Regulations at 25 CFR Part 2. A copy of these regulations is enclosed.

Generally, persons appealing from BIA decisions must have a legally protected right that may have been adversely affected by such decisions. § 2.3(a). Further, trespass on Indian lands is governed by the federal regulations found at 25 CFR § 166. We note that pursuant to § 166.803(c), under which authority the Letter was derived, a notice of trespass is not subject to appeal under § 2. See also *David A. Miller, d.b.a. Royal Crest Dairy v. Rocky Mountain Regional Director*, 39 IBIA 57, 59-60 (2003). Discussing the significance of § 166.803(c), the Interior Board of Indian Appeals reasoned in *Miller*, “[i]t appears logical that BIA could determine that merely notifying a person that BIA believed that a person to be in trespass did not constitute adverse action justifying an appeal. It further appears logical that an appeal would be appropriate once BIA actually took steps to enforce its finding of trespass. During that appeal,

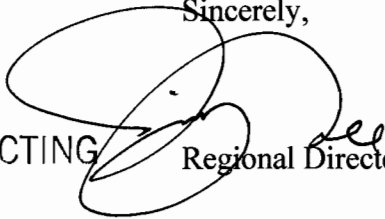
**EXHIBIT I**

the alleged trespasser would be able to contest the finding of trespass as well as any actions taken based on that finding.” *Miller*, 39 IBIA at 59.

Considering the foregoing, we conclude that the Letter is not appealable under § 2 regulations. Here, the Superintendent only notified Appellant of his belief that Appellant was in trespass for the reasons described herein, including the corrective actions that could be taken by Appellant to avoid a finding of trespass. The Superintendent took no adverse action to enforce his belief.

Therefore, we are dismissing your appeal as premature. If the Superintendent issues a finding of trespass and actually takes steps to enforce his decision, Appellant will be provided with appeal instructions and afforded an opportunity to appeal that decision pursuant to § 2.

If you have any questions, please contact Darrell Laducer, Realty Specialist, or Rick Clifford, Deputy Realty Officer, at (605) 226-7618.

Sincerely,  
  
ACTING Regional Director

Enclosures

cc: See Distribution List

Distribution List

Superintendent, Turtle Mountain Agency

With enclosure:

7013 0600 0000 2131 5012  
Carol Jean Delorme  
Post Office Box 1060  
Belcourt, North Dakota 58316

7013 0600 0000 2131 5029  
Roberta Robinson  
11501 East Scott Road  
Palmer, Alaska 99645

7013 0600 0000 2131 5036  
Kris Ann Delorme  
Post Office Box 1138  
Belcourt, North Dakota 58316

7013 0600 0000 2131 5043  
Melvin Delorme, Jr.  
Post Office Box 1060  
Belcourt, North Dakota 58316

7013 0600 0000 2131 5050  
Daneen Delorme  
Post Office Box 1060  
Belcourt, North Dakota 58316

7013 0600 0000 2131 5067  
Hollie Delorme  
Post Office Box 68  
Rolla, North Dakota 58367

7013 0600 0000 2131 5074  
Rose Ann Trottier  
Post Office Box 652  
Belcourt, North Dakota 58316

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Gary Grenier and Pennie Grenier

(b) County of Residence of First Listed Plaintiff Rolette  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Michael T. Andrews and Tyler S. Carlson  
Anderson, Bottrell, Sanden & Thompson  
PO Box 10247, Fargo, ND 58106-0247

**DEFENDANTS**

Carol Jean Delorme

County of Residence of First Listed Defendant Rolette  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
Unknown

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
25 U.S.C. 348

Brief description of cause:  
Breach of lease of land subject to Indian Allotment Act

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
49,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE April 10, 2014

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_