

**CROW TRIBAL LEGISLATURE  
SEPTEMBER 24, 2014 SPECIAL SESSION**

**LR No. 14-13**

Introduced by the Economic Development Committee

A Legislative Resolution Titled:

**A RESOLUTION OF THE CROW TRIBAL LEGISLATURE TO AUTHORIZE  
DRAWDOWN OF FIFTY THOUSAND DOLLARS (\$50,000) FROM THE SPECIAL  
TRIBAL ECONOMIC DEVELOPMENT ACCOUNT FOR LAND PURCHASES ON  
THE CROW RESERVATION**

Legislative Findings:

**WHEREAS**, the Crow Tribal Legislature (hereinafter “Legislature”) has the power and duty under Article V, Section 2 of the Crow Tribal Constitution to promulgate and adopt resolutions in accordance with the Constitution and federal laws for the governance of the Crow Tribe; and

**WHEREAS**, during the special legislative session held on October 24, 2013, the Legislature enacted Tribal Joint Action Resolution No. 13-19, which approved the terms of a \$10 million loan agreement with First Interstate Bank, secured by interest from the 107th Settlement Trust Fund, for land purchases and economic development projects as approved by future Tribal Joint Action Resolutions on a project-by-project basis; and

**WHEREAS**, during the special legislative session held on February 10, 2014, the Legislature enacted Tribal Joint Action Resolution No. 14-06, which approved four categories of project expenditures from the Economic Development Account, including land acquisitions, with final approval of project plans and budgets by the Legislature through Legislative Resolution; and

**WHEREAS**, the Crow Tribal Executive Branch (hereinafter “Executive Branch”) has negotiated the purchase of real property held in fee simple near Garryowen (known as the “Fort Custer Museum”) and an undivided 1/9 fee simple interest in an approximately 560-acre allotted Indian trust land parcel near Pryor (hereinafter collectively the “Properties”), with the Property by owned by Kurt Haeker, doing business as Colorado Assets, LLC, and legally described as follows:

**1. “Garryowen Property”**

**That part of SE¼SE¼ of Section 32, Township 3 South, Range 35 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 489 (FT) on file in the office of the Clerk and Recorder of said County, under Document #310505, containing 1.094 acres,**

more or less, referenced by Tax Code K0256A0, and

**2. “Pryor Property”**

**An undivided one-ninth (1/9) fee interest in E½, SW¼, and E½NW¼ of Section 33, Township 3 South, Range 29 East, of the Principal Montana Meridian, in Yellowstone County, Montana, containing 560.0 acres, more or less; referenced by Tax Code D123480; and**

**WHEREAS**, the Legislature now deems it in the best interest of the Crow Tribe to authorize the drawdown of fifty thousand dollars (\$50,000) for the acquisition of the Properties.

**NOW, THEREFORE, BE IT RESOLVED BY THE CROW TRIBAL LEGISLATURE IN SPECIAL SESSION:**

**Section 1.** The Executive Branch is authorized to drawdown fifty-thousand dollars (\$50,000) from the Tribal Economic Development Account at First Interstate Bank for the purchase of the Properties.

**Section 2.** The Garryowen Property shall be utilized by the Executive Branch for tribal programs and services to benefit the youth of the Crow Tribe. The Properties shall be subject to and administered in accordance with applicable federal and Crow tribal laws.

**Section 3.** The Executive Branch shall provide a full report and accounting to the Finance Committee of the Legislature on the expenditures of the drawdown as authorized by this Legislative Resolution, in accordance with Tribal Joint Action Resolution No. 13-19. The Executive Branch shall immediately provide an update to the Infrastructure Committee of the Legislature as to any matters of significance affecting the acquisition of real property authorized by this Legislative Resolution.

**Section 4.** Repayment of all such amounts actually drawn down of the \$50,000 authorized by this Legislative Resolution shall be repaid in accordance with a duly approved Crow Tribal Budget.

**Section 5.** This Legislative Resolution shall take effect immediately upon becoming duly adopted by the Legislature.

[Remainder of Page Left Blank Intentionally]

### CERTIFICATION

I hereby certify that this Legislative Resolution title **A RESOLUTION OF THE CROW TRIBAL LEGISLATURE TO AUTHORIZE DRAWDOWN OF FIFTY THOUSAND DOLLARS (\$50,000) FROM THE SPECIAL TRIBAL ECONOMIC DEVELOPMENT ACCOUNT FOR LAND PURCHASES ON THE CROW RESERVATION** was duly adopted by the Crow Tribal Legislature with a vote of 14 in favor, 0 opposed, and 0 abstained and that a quorum was present on the 24th day of September 2014.



Sen. R. Knute Old Crow, Sr.  
Speaker of the House  
Crow Tribal Legislature

ATTEST:



Sen. Gordon Real Bird, Jr.  
Secretary  
Crow Tribal Legislature



**A LEGISLATIVE RESOLUTION TO AUTHORIZE DRAWDOWN OF FIFTY THOUSAND DOLLARS (\$50,000)  
FROM THE SPECIAL TRIBAL ECONOMIC DEVELOPMENT ACCOUNT FOR LAND PURCHASES ON THE  
CROW RESERVATION**

**Bill or Resolution:** LR14-13 **Introduced by:** Crow Legislative Branch **Date of Vote:** 9/24/2014  
**Number**

<u><b>Representative:</b></u>	<b>Yes</b>	<b>No</b>	<b>Abstained</b>
G. Three Irons	<u>  X  </u>	<u>          </u>	<u>          </u>
B. Rogers	<u>          </u>	<u>          </u>	<u>          </u>
C. J. Stewart	<u>  X  </u>	<u>          </u>	<u>          </u>
P. Hill	<u>  X  </u>	<u>          </u>	<u>          </u>
E. Birdinground	<u>          </u>	<u>          </u>	<u>          </u>
A.Coyote-Runs, Sr.	<u>          </u>	<u>          </u>	<u>          </u>
V. Nomee	<u>  X  </u>	<u>          </u>	<u>          </u>
T. Gros Ventre	<u>  X  </u>	<u>          </u>	<u>          </u>
P. Alden, Jr.	<u>          </u>	<u>          </u>	<u>          </u>
V. Crooked Arm	<u>  X  </u>	<u>          </u>	<u>          </u>
P. Spotted Horse, Sr.	<u>  X  </u>	<u>          </u>	<u>          </u>
L. DeCrane	<u>  X  </u>	<u>          </u>	<u>          </u>
C. Goes Ahead	<u>  X  </u>	<u>          </u>	<u>          </u>
B. Hugs	<u>  X  </u>	<u>          </u>	<u>          </u>
B. Good Luck	<u>  X  </u>	<u>          </u>	<u>          </u>
G. Stewart	<u>  X  </u>	<u>          </u>	<u>          </u>
G. Real Bird, Jr. <i>Secretary of the House</i>	<u>  X  </u>	<u>          </u>	<u>          </u>
R. Old Crow, Sr. <i>Speaker of the House</i>	<u>  X  </u>	<u>          </u>	<u>          </u>
<b>Totals:</b>	<u>  14  </u>	<u>    0    </u>	<u>    0    </u>


Result of Vote:

**Passed**


**Not Passed**

**Tabled**

**Veto-Override**

  
\_\_\_\_\_  
Senator R. Knute Old Crow, Sr.  
Speaker of the House

Date

  
\_\_\_\_\_  
Senator Gordon Real Bird, Jr.  
Secretary of the House

Date

## **ECONOMIC DEVELOPMENT COMMITTEE MEETING**

**September 23, 2014**

**Subject:** Chairman's request for Legislative Resolution authorizing \$50,000 for land purchases from Economic Development Account pursuant to JAR 14-06

### **A. The Property**

Garryowen Property: "Fort Custer" 1.094 acres and building

Pryor Property: 1/9 undivided fee interest in Allotment 3316 (560 acres) in Yellowstone County

### **B. The Seller**

Colorado Assets LLC/Kurt Haeker, Billings MT – both properties acquired by Tax Deed

### **C. Use of the Properties**

Economic Development Dept. to discuss tentative use plans

### **D. Buy-Sell Agreement Summary (draft dated 9/23/14)**

Purchase Price:           \$48,000 for both properties  
                                  \$10,000 earnest money from Tribe now (credited toward price)

Contingencies:

Tribe's purchase obligation contingent on Seller completing a Quiet Title Action on the Garryowen property in order to provide merchantable/insurable title before Closing Date (also subject to possible environmental site assessment showing <\$10,000 remediation cost)

Pryor Property "as is", except that Seller will obtain corrected tax deed showing 1/9 undivided interest (rather than "1/9 %")

Other:

No personal property included

Closing at American Title & Escrow in Hardin, est. 1/31/2015, subject to earlier closing by agreement or extension to complete the Quiet Title ; also escrow agent for Earnest Money

Pro-rate property taxes and rents; Tribe pays for title insurance premium

Seller's only remedy is to take the Earnest Money; no waiver of sovereign immunity

## ***AGREEMENT TO SELL AND PURCHASE REAL ESTATE***

THIS AGREEMENT is made on September \_\_\_\_, 2014, between **KURT HAEKER and COLORADO ASSETS, LLC**, whose address is 3315 38<sup>th</sup> Street West, Billings, MT 59102 (referred to in this agreement as the "Seller"), and the **CROW TRIBE OF INDIANS**, whose address is P.O. Box 159, Crow Agency, MT 59022 (referred to in this agreement as the "Buyer").

**1. PROPERTY.** Buyer agrees to purchase, and the Seller agrees to sell, on the terms and conditions set forth in this agreement, all of the Seller's right, title and interest in and to the real and personal property described below (hereinafter referred to together as the "Property"):

(a) The following described real property:

**That part of SE¼SE¼ of Section 32, Township 3 South, Range 35 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 489 (FT) on file in the office of the Clerk and Recorder of said County, under Document #310505,**

Containing 1.094 acres, more or less, referenced by Tax Code K0256A0 (referred to herein as the "**Garryowen Property**"); and

**An undivided one-ninth (1/9) interest in E½, SW¼, and E½NW¼ of Section 33, Township 3 South, Range 29 East, of the Principal Montana Meridian, in Yellowstone County, Montana,**

Containing 560.0 acres, more or less; referenced by Tax Code D123480 (referred to herein as the "**Pryor Property**");

TOGETHER WITH all fixtures and attached buildings and structures, and all improvements, rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from such real property, including, without limitation, all right, title, and interest of the Seller in the roads, streets, and alleys adjoining or passing through such real property, except:

**None**

(b) All fixtures, equipment and other articles of personal property located on the Garryowen Property, including but not limited to all plumbing, electric, heating, and air conditioning fixtures and equipment; all window and door screens and storm windows; all appliances, bathroom fixtures, window coverings, and floor coverings; telephones, communications and audio systems and television antenna; all furniture and furnishings; fire extinguishers and smoke alarms; all irrigation fixtures and equipment, and all fences, gates, and cattle guards; except as follows:



The sale does NOT include any personal property that is not affixed to the building or land, except for items which Seller at its discretion makes available to Buyer.

2. **CONDITION OF PROPERTY.** Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this agreement to the time the Buyer takes possession of the Property.

3. **EARNEST MONEY:** Within three (3) business days after execution of this agreement, the Buyer will deposit with the Closing Agent earnest money in the amount of **Ten Thousand Dollars (\$10,000.00)**. If Buyer fails to pay such earnest money, the Seller will be entitled to immediately terminate this agreement. The parties agree that this earnest money payment will be credited toward payment of the purchase price at the closing. If the transaction is not completed, the parties' rights with respect to the earnest money shall be as stated in "Seller's Remedies" and "Buyer's Remedies" below.

4. **PURCHASE PRICE AND TERMS OF PAYMENT:** The purchase price of the Property is **Forty-Eight Thousand Dollars (\$48,000.00)** payable by Buyer to Seller as follows:

- (a) **\$10,000.00** earnest money to be applied at closing, which Buyer will have deposited with the Closing Agent in accordance with Section 3 above; and
- (b) **\$38,000.00** balance of the purchase price on the date of closing in cash or Buyer's check drawn upon immediately available collected funds.

5. **SPECIAL PROVISIONS & CONTINGENCIES:** If the following contingencies cannot be satisfied by the scheduled closing date (extended, if necessary, as provided in Section 7), the Buyer may terminate this agreement and shall be entitled to the return of the Earnest Money.

- (a) Buyer's obligation to purchase the Property is contingent on Seller completing a Quiet Title Action for Garryowen Property, at Seller's sole expense, and obtaining clear, merchantable and insurable title so as to be able to convey the Garryowen Property to Buyer in accordance with Sections 6(a) and 7 of this Agreement by the Closing Date.
- (b) Buyer's obligation to purchase the Property is contingent on performance of an environmental site assessment on the Garryowen Property, at Buyer's option, to be arranged and paid for by Buyer prior to the Closing Date, that demonstrates, to the Buyer's satisfaction, that the Property is free of hazardous or toxic substances and contaminated materials; provided, however, that Buyer shall be entitled to return of the Earnest Money under this contingency only if the assessment reveals environmental contamination, not related to building materials, whose remediation will cost, in the opinion of the Tribe's consultant, more than Ten Thousand Dollars (\$10,000.00).

6. **CONVEYANCE:** (a) The Seller shall convey the **Garryowen Property** by **Warranty Deed**, free of all liens and encumbrances except those described in the title insurance section of this agreement.

(b) The Seller shall convey the **Pryor Property** by **Quitclaim Deed**, without warranties as to the condition of title and without title insurance; provided, however, that Seller shall obtain a corrected tax deed properly describing Seller's 1/9 interest in the property (rather than a 1/9 % interest).

7. **TITLE INSURANCE FOR GARRYOWEN PROPERTY:** For the **Garryowen Property**, Seller shall furnish Buyer title insurance evidenced by a standard form American Land Title Association title insurance commitment in amount equal to the purchase price, committing to insure merchantable title to the Property in the Buyer's name, free and clear of all liens, encumbrances, easements and defects except:

- (a) reservations in federal patents;
- (b) taxes and assessments which are not yet due and payable; and
- (c) easements and rights-of-way acceptable to the Buyer.

If the Seller's title is not merchantable and cannot be made merchantable before the stated closing date due to the fact that Seller's Quiet Title Action is still pending, THE CLOSING DATE SHALL BE EXTENDED UNTIL 15 DAYS AFTER (A) THE ISSUANCE OF A QUIET TITLE DECREE AND (B) THE EXPIRATION OF TIME FOR ANY APPEAL. Encumbrances to be discharged by Seller shall be satisfied prior to closing or from Seller's proceeds at the time of closing. Buyer will pay the title insurance premium.

8. **CLOSING DATE:** The date of closing shall be on or before **January 31, 2015**, subject to extension as provided in Section 7 above, at the offices of American Title & Escrow of Big Horn County, 207 N. Center Ave., Hardin Montana 59034. The parties may agree to close the transaction at any time prior to the date specified. The costs for the closing agent will be shared equally by the parties and recording fees will be paid by Buyer.

9. **TAXES AND ASSESSMENTS:** For both Properties, Seller and Buyer agree to prorate taxes and special improvement assessments for the current tax year as of the date of closing. All unpaid taxes and assessments for the current year (pro-rated through the date of closing) shall be deducted from amounts otherwise payable by the Buyer under this Agreement, and the Buyer shall assume full responsibility to pay all unpaid taxes and assessments whenever due.

10. **UTILITIES AND RENTS.** (a) All utility charges for the **Garryowen Property** will be prorated to the date of closing, and the Seller will obtain and pay a final bill for such charges, and any security deposits will be retained by the Seller.

(b) All rents or lease payments for the **Pryor Property** will be prorated as of the date of closing, and the portion of such rents previously received by Seller for periods after the date of closing shall be deducted from amounts otherwise payable by the Buyer under this Agreement

11. **POSSESSION:** Seller shall deliver possession and occupancy of the Property to Buyer on the closing date. All keys to the Property will be delivered to the Buyer on the closing date.



**12. BUYER'S INSPECTION RIGHTS.** The Buyer and the Buyer's representatives are authorized to enter the Property at any reasonable times before the date of closing on twenty-four hours prior notice to conduct any and all inspections, examinations, and tests of the Property which the Buyer may wish to perform.

**13. ENVIRONMENTAL INDEMNIFICATION BY SELLER.** The Seller agrees to defend and indemnify the Buyer and hold the Buyer harmless against any and all costs, expenses, liabilities, losses, damages, or injuries, including but not limited to attorney's fees, which arise from or relate to any environmental contamination by any hazardous or toxic materials as defined by any government agency, which is present on the Property on the date of closing; provided, however, that if Buyer's environmental site assessment reveals the existence of any contamination covered by the foregoing Seller's indemnification that is not waived in writing by the Buyer, Seller shall have the right to terminate this agreement and Buyer shall be entitled to return of the earnest money.

**14. RISK OF LOSS:** All loss or damage to the Property due to any cause is assumed by Seller through the time of closing unless otherwise specified. If prior to the date of closing all or a material portion of the Property is damaged, destroyed or taken by right of eminent domain, the Buyer may, by written notice to the Seller, elect to cancel this agreement. If the Buyer elects to cancel this agreement, both parties will be relieved of and released from any further liability or obligation under this agreement, and the Buyer shall be entitled to return of the earnest money. If the Buyer does not cancel this agreement, the agreement will remain in full force and effect, and the Seller will assign to the Buyer all right to recovery on account of such damage, destruction or taking.

**15. SELLER NOT A FOREIGN PERSON.** The Seller is not a foreign person or entity as defined in Section 1445 of the Internal Revenue Code, in that the Seller is a citizen or resident of the United States, a partnership or corporation created or organized in the United States or under the law of the United States or of any state, or an estate or trust (but not an estate or trust the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includable in gross income under Subtitle A of the Internal Revenue Code). At closing, the Seller will deliver to the Buyer an affidavit of non-foreign status in the form required by the Internal Revenue Code Regulations and acceptable to the Buyer. If the Seller does not deliver such an affidavit to the Seller at the closing, the Buyer may deduct and withhold ten percent of the purchase price and report and pay over this amount to the Internal Revenue Service, as required by Section 1445 of the Internal Revenue Code and the regulations promulgated under that section.

**16. RADON GAS DISCLOSURE:** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this agreement. If the Property has received radon mitigation treatment, the Seller will

provide the evidence of the mitigation treatment concurrent with an executed copy of this agreement.

**17. BUYER'S REMEDIES:** If the Seller refuses or neglects or is unable to consummate the transaction within the time period provided in this agreement, including satisfaction of the Contingencies in Section 5 of this agreement, the Buyer may: (1) obtain immediate repayment of all monies that Buyer has deposited as earnest money, and upon the return of such money the rights and duties of Buyer and Seller under this agreement shall be terminated; **OR** (2) demand that Seller specifically perform Seller's obligations under this agreement.

**18. SELLER'S REMEDIES:** If the Buyer refuses or neglects to consummate the transaction within the time period provided in this agreement, and after Seller's satisfaction of the contingencies in Section 5 of this agreement, the Seller may declare the earnest money deposited by Buyer to be forfeited, and such earnest money shall be paid to Seller, and the rights and duties of Buyer and Seller under this agreement shall be terminated. **Nothing in this agreement shall be construed as any waiver whatsoever of the Crow Tribe's sovereign immunity from suit.**

**19. TIME IS OF THE ESSENCE:** Time is of the essence in this agreement and all clauses herein.

**20. NON-ASSIGNABILITY:** Without Seller's written consent, Buyer's rights under his agreement may only be assigned to an entity that is wholly-owned by the Buyer.

**21. ENTIRE AGREEMENT.** This agreement shall constitute the entire agreement between the Seller and Buyer, and supersedes any other written or oral agreements. This agreement can be modified only in writing, signed by the Seller and the Buyer.

**22. SURVIVAL:** This agreement shall survive the closing and transfer of title to the Buyer.

**SELLER:**  
KURT HAEKER

**BUYER:**  
CROW TRIBE OF INDIANS

By: \_\_\_\_\_  
Kurt Haeker

By: \_\_\_\_\_  
Darrin Old Coyote, Chairman

COLORADO ASSETS, LLC

By: \_\_\_\_\_  
Kurt Haeker

	<b>First American Title</b>	<b>Litigation Guarantee</b>
<b>Schedule A</b>		ISSUED BY <b>First American Title Insurance Company</b>  GUARANTEE NUMBER <b>5015830-1475</b>

Your Reference: **unknown**

File No.: **22-6674-KS**

Liability: **\$400,000.00**

Fee: **\$1,257.00**

1. Name of Assured:

**Kurt Haeker and Colorado Assets LLC**

2. Date of Guarantee: **May 15, 2014 at 7:30AM**

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to

**Quit the Title to obtain a Tax Deed**

4. The estate or interest in the Land which is covered by this Guarantee is: Fee Simple

5. Title to the estate or interest in the Land is vested in:

**Janice M. Smith**

6. The Land referred to in this Guarantee is described as follows:

**That part of SE¼SE¼ of Section 32, Township 3 South, Range 35 East, of the Principal Montana Meridian, in Big Horn County, Montana, described as Tract 1, of Certificate of Survey No. 489 (FT) on file in the office of the Clerk and Recorder of said County, under Document #310505.**

By: \_\_\_\_\_

Authorized Countersignature

**COPY**

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b>First American Title</b> </div>	<b>Litigation Guarantee</b> <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule B</b>	<small>GUARANTEE NUMBER</small> <b>5015830-1475</b>

Defects, liens, encumbrances or other matters affecting title:

**Part I**

1. General Taxes for the year of 2011, which are delinquent in the original sum of \$4,441.49. Tax Code: K0265A0.
2. General Taxes for the year of 2012, which are delinquent in the original sum of \$4,823.66. Tax Code: K0265A0.
3. General Taxes for the year of 2013, which are delinquent in the original sum of \$5,047.42. Tax Code: K0265A0.
4. General Taxes for the year 2014, which are a lien but not yet payable. Tax Code: K0265A0.
5. County road rights-of-way not recorded and indexed as a conveyance in the office of the clerk and recorder pursuant to Title 70, Chapter 21, MCA.
6. Liens, assessments, rights, powers, and easements of Lower Little Horn Irrigation District, as provided by law.
7. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation.
8. Public Records as defined in this Policy do not include records of an Indian tribe or nation, or any other repository of Indian Land Records, including, but not limited to the Bureau of Indian Affairs Land Titles and Records Office.
9. The effect of Section 2 of the Act of June 4, 1920 (41 Stat. 751) which provides that no conveyance of land by any Crow Indian shall be authorized or approved by the Secretary of the Interior to any person, company, or corporation who owns at least 640 acres of agricultural or 1,280 acres of grazing land within the boundaries of the Crow Indian Reservation, nor to any person who, with the land to be acquired by such conveyance, would become the owner of more than 1,280 acres of agricultural or 1,920 acres of grazing land within said reservation. Any conveyance by any such Indian made either directly or indirectly to any such person, company, or corporation of any land within said reservation as the same now exists, whether held by trust patent or by patent in fee shall be void and the grantee accepting the same shall be guilty of a misdemeanor and be punished by a fine of not more than \$5,000.00 or imprisonment not more than 6 months or by both such fine and imprisonment.

ACT OF JUNE 8, 1940 (54 STAT. 252)

FOR THE BENEFIT OF THE INDIANS OF THE CROW RESERVATION, MONTANA, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled. That Section 2 of the Act of June 4, 1920 (41 Stat. 751), entitled "An Act to provide for the allotment of lands of the Crow Tribe, for the distribution of tribal funds, and for other purposes", it is hereby amended by inserting the following at the end of paragraph 1:

Provided, that for the purpose of consolidating the restricted land holdings of any individual Crow allottee or the holdings of members of a Crow family, the Secretary of the Interior is authorized, in his discretion and under such rules and regulations as he may prescribe, to approve sales of allotted and inherited Indian lands to members of the Crow Tribe or the exchange of restricted Crow lands without regard to the acreage limitation herein before set out. Any sales or exchange made hereunder shall be upon a petition signed by the adult allottee and by the adult heirs of any deceased allottee and the parent or natural guardian of a minor heir or, if there be no natural guardian, by the officer in charge of the Crow Agency, and if the purchaser or recipient of such lands be an Indian of the Crow Tribe, then any outstanding trust patent or patents covering the land so sold or exchanged shall be canceled and a new patent of the force and legal effect of the trust patents as prescribed by the General Allotment Act of February 8, 1887 (24 Stat. 388), as amended, shall be issued to such Indian or Indians, which patent where applicable shall contain the mineral reservation provided in Section 6 of this Act. Should any Crow allottee wish to retain mineral rights now owned by him in land, sold hereunder to other members of the tribe, he may do so by making conveyance on a form of deed to be prescribed by the Secretary of the Interior, which form shall provide that its approval shall not operate to remove any trust or other conditions imposed upon said lands as expressed in the original trust or any other patent issued therefor.

10. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Certificate of Survey No. 489 (FT), filed May 16, 1995, as Instrument #310505, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants or restrictions violate 42 USC 3604©.
12. Right-of-way granted to Big Horn County Electric Cooperative, Inc., recorded January 16, 1996, in Book/Roll 32, Page 818, under Document #311743.

## Part II

13. General Taxes for the second half of 2010, which are delinquent in the original sum of \$2,156.31. Tax Code: K0265A0. Tax Sale Certificate #351 issued. Assigned to Colorado Assets LLC, Assignment #48, recorded October 28, 2013 under Document #347787.

NOTE: The Tax Statement in the Big Horn County, Montana, Treasurer's office is marked "Paid" covering the General Taxes for the first half of 2010, in the sum of \$2,156.35. Tax Code: K0265A0.

14. A Deed of Trust to secure an original indebtedness of \$125,000.00, and any other amounts and/or obligations secured thereby.

Dated: May 3, 2002  
Recorded: May 10, 2002, in Book/Roll 64, Page 585, under Document #327100.  
Grantor: Janice M. Smith  
Trustee: William D. Lamdin III  
Beneficiary: First Interstate Bank

Modification Agreement, increased liability to \$135,000.00, recorded August 19, 2002, in Book/Roll 66, Page 788, under Document #327747.

Kevin P. Heaney was appointed successor trustee of said Trust Indenture by instrument recorded June 8, 2012, in Book/Roll 121, Page 48, under Document #345737.

15. A Deed of Trust to secure an original indebtedness of \$40,166.68, and any other amounts and/or obligations secured thereby.

Dated: October 10, 2007  
Recorded: October 17, 2007, in Book/Roll 96, Page 191, under Document #337850.  
Grantor: Janice M. Smith  
Trustee: William D. Lamdin III, an Attorney licensed to practice law in the State of Montana  
Beneficiary: First Interstate Bank

Modification Agreement, increase liability to \$70,011.43, recorded January 12, 2010, in Book/Roll 108, Page 897, under Document #342277.

Kevin P. Heaney was appointed successor trustee of said Trust Indenture by instrument recorded June 8, 2012, in Book/Roll 121, Page 50, under Document #345738.

16. A Montana Trust Indenture to secure an original indebtedness of \$15,000.00, and any other amounts and/or obligations secured thereby.

Dated: April 25, 2008  
Recorded: May 13, 2008, in Book/Roll 100, Page 253, under Document #339314.  
Grantor: Janice M. Smith  
Trustee: First Montana Title Company of Billings  
Beneficiary: Towe, Ball, Enright, Mackey and Sommerfeld

End of Schedule B.



 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b>First American Title</b> </div>	<b>Litigation Guarantee</b> <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule C</b>	<small>GUARANTEE NUMBER</small> <b>5015830-1475</b>

### ADDRESSES

Paragraph number	Recording information	Mailing Address
Schedule A-5	Quit Claim Deed recorded June 25, 2002, in Book/Roll 65, Page 375, under Document #327406.	Janice M. Smith 7733 Hesper Road Billings, MT 59106
	Deed of Trust recorded May 10, 2002, in Book/Roll 64, Page 585, under Document #327100.	Janice M. Smith PO Box 198 Garryowen, MT 59031
	Deed of Trust recorded October 17, 2007, in Book/Roll 96, Page 191, under Document #337850.	Janice M. Smith PO Box 198 Garryowen, MT 59031-0198
	Montana Trust Indenture recorded May 13, 2008, in Book/Roll 100, Page 253, under Document #339314.	Janice M. Smith PO Box 198 Garryowen, MT 59031
	Assignment of Big Horn County Tax Certificate recorded October 28, 2013, under Document #347787.	Janice M. Smith 7735 Hesper Road Billings, MT 59106-3041
	Big Horn County Tax Rolls	Janice M. Smith 7735 Hesper Rd Billings, MT 59106-3041
Schedule B, Part II, Paragraph 13	Assignment of Big Horn County Tax Certificate recorded October 28, 2013, under Document #347787.	Colorado Assets LLC 3315 38 <sup>th</sup> St W Billings, MT 59102

Schedule B, Part II, Paragraph 14	Deed of Trust recorded May 10, 2002, in Book/Roll 64, Page 585, under Document #327100.	First Interstate Bank P.O. Box 30918 Billings, MT 59116-0918
	Modification Agreement recorded August 19, 2002, in Book/Roll 66, Page 788, under Document #327747.	First Interstate Bank 401 North 31 <sup>st</sup> Street Billings, MT 59116
	Substitution of Trustee recorded June 8, 2012, in Book/Roll 121, Page 48, under Document #345737.	
Schedule B, Part II, Paragraph 15	Deed of Trust recorded October 17, 2007, in Book/Roll 96, Page 191, under Document #337850.	First Interstate Bank P.O. Box 30918 Billings, MT 59116-0918
	Modification Agreement recorded January 12, 2010, in Book/Roll 108, Page 897, under Document #342277.	First Interstate Bank 401 North 31 <sup>st</sup> Street Billings, MT 59116
	Substitution of Trustee recorded June 8, 2012, in Book/Roll 121, Page 50, under Document #345738.	
Schedule B, Part II, Paragraph 16	Montana Trust Indenture recorded May 13, 2008, in Book/Roll 100, Page 253, under Document #339314.	Towe, Ball, Enright, Mackey and Sommerfield 2825 Sixth Avenue North Billings, Montana 59107

End of Schedule C.

 <b>First American Title</b>	<b>Litigation Guarantee</b>
<b>Schedule A</b>	ISSUED BY <b>First American Title Insurance Company</b>  GUARANTEE NUMBER <b>5015830-1112</b>

Your Reference: **unknown**

File No.: **3-117412-KS**

Liability: **\$20,298.00**

Date of Guarantee: **September 6, 2013 at 7:30AM**

Fee: **\$213.00**

1. Name of Assured:

**Montana Assets L.L.C.**

2. Date of Guarantee: **September 6, 2013 at 7:30AM**

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to

**Quiet the Title and Obtain a Tax Deed**

4. The estate or interest in the Land which is covered by this Guarantee is: Fee Simple

5. Title to the estate or interest in the Land is vested in:

**Diana C. Feller, Vernon Red Wolf and Leroy A. Landrie, as to an undivided one-ninth interest**

6. The Land referred to in this Guarantee is described as follows:

**Township 3 South, Range 29 East of the Principal Montana Meridian, in Yellowstone County, Montana.**

**Section 33:**        **E½**  
                             **SW¼**  
                             **E½NW¼**

By: \_\_\_\_\_  
   Authorized Countersignature

 <b>First American Title</b>	<b>Litigation Guarantee</b>
<b>Schedule B</b>	ISSUED BY <b>First American Title Insurance Company</b>
	GUARANTEE NUMBER <b>5015830-1112</b>

Defects, liens, encumbrances or other matters affecting title:

**Part I**

1. General Taxes for the year 2013, which are a lien but not yet payable. Tax Code: D12348.
2. Lack of a right of access to and from said land.
3. County road rights-of-way not recorded and indexed as a conveyance in the office of the clerk and recorder pursuant to Title 70, Chapter 21, MCA.
4. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation.
5. Public Records as defined in this Policy do not include records of an Indian tribe or nation, or any other repository of Indian Land Records, including, but not limited to the Bureau of Indian Affairs Land Titles and Records Office.
6. The effect of Section 2 of the Act of June 4, 1920 (41 Stat. 751) which provides that no conveyance of land by any Crow Indian shall be authorized or approved by the Secretary of the Interior to any person, company, or corporation who owns at least 640 acres of agricultural or 1,280 acres of grazing land within the boundaries of the Crow Indian Reservation, nor to any person who, with the land to be acquired by such conveyance, would become the owner of more than 1,280 acres of agricultural or 1,920 acres of grazing land within said reservation. Any conveyance by any such Indian made either directly or indirectly to any such person, company, or corporation of any land within said reservation as the same now exists, whether held by trust patent or by patent in fee shall be void and the grantee accepting the same shall be guilty of a misdemeanor and be punished by a fine of not more than \$5,000.00 or imprisonment not more than 6 months or by both such fine and imprisonment.

ACT OF JUNE 8, 1940 (54 STAT. 252)

FOR THE BENEFIT OF THE INDIANS OF THE CROW RESERVATION, MONTANA, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled. That Section 2 of the Act of June 4, 1920 (41. Stat. 751), entitled "An Act to provide for the allotment of lands of the Crow Tribe, for the distribution of tribal funds, and for other purposes", it is hereby amended by inserting the following at the end of paragraph 1:

Provided, that for the purpose of consolidating the restricted land holdings of any individual Crow allottee or the holdings of members of a Crow family, the Secretary of the Interior is authorized, in his discretion and under such rules and regulations as he may prescribe, to approve sales of allotted and inherited Indian lands to members of the Crow Tribe or the exchange of restricted Crow lands without regard to the acreage limitation herein before set out. Any sales or exchange made hereunder shall be upon a petition signed by the adult allottee and by the adult heirs of any deceased allottee and the parent or natural guardian of a minor heir or, if there be no natural guardian, by the officer in charge of the Crow Agency, and if the purchaser or recipient of such lands be an Indian of the Crow Tribe, then any outstanding trust patent or patents covering the land so sold or exchanged shall be canceled and a new patent of the force and legal effect of the trust patents as prescribed by the General Allotment Act of February 8, 1887 (24 Stat. 388), as amended, shall be issued to such Indian or Indians, which patent where applicable shall contain the mineral reservation provided in Section 6 of this Act. Should any Crow allottee wish to retain mineral rights now owned by him in land, sold hereunder to other members of the tribe, he may do so by making conveyance on a form of deed to be prescribed by the Secretary of the Interior, which form shall provide that its approval shall not operate to remove any trust or other conditions imposed upon said lands as expressed in the original trust or any other patent issued therefor.

7. Reservations in United States Patent, recorded October 16, 1996, under Document #1849506.
8. Notice of an easement for transmission line, in favor of the Montana Power Company and matters incidental thereto, contained in Patent; recorded October 16, 1996, under Document #1849506.
9. Notice of an easement for Big Horn Canyon National Recreation Area and matters incidental thereto, contained in Patent; recorded October 16, 1996, under Document #1849506.
10. The right, title and interest of the remaining owners of said land and those claiming by, under and/or through them.

## Part II

11. General Taxes for the year of 2009, which are delinquent in the original sum of \$28.95. Tax Code: D12348. Tax Sale Certificate #64500 issued.  
Assigned to Colorado Assets LLC, Assignment #7588, recorded December 16, 2011 under Document #3608600.

12. General Taxes for the year of 2010, which are delinquent in the original sum of \$18.85. Tax Code: D12348. Tax Sale Certificate #66962 issued.

THE 2010 TAXES WERE PAID BY Colorado Assets LLC SUBSEQUENT TO THE ASSIGNMENT OF TAX SALE CERTIFICATE DESCRIBED IN EXCEPTION NO. 1 ABOVE.

13. General Taxes for the first half of 2011, which are delinquent in the original sum of \$9.97. Tax Code: D12348.

THE FIRST HALF OF 2011 TAXES WERE PAID BY Colorado Assets LLC SUBSEQUENT TO THE ASSIGNMENT OF TAX SALE CERTIFICATE DESCRIBED IN EXCEPTION NO. 1 ABOVE.

14. General Taxes for the second half of 2011, which are delinquent in the original sum of \$9.96. Tax Code: D12348.

15. General Taxes for the year of 2012, which are delinquent in the original sum of \$20.84. Tax Code: D12348.

End of Schedule B.

 <b>First American Title</b>	<b>Litigation Guarantee</b>
<b>Schedule C</b>	<small>ISSUED BY</small> <b>First American Title Insurance Company</b>
	<small>GUARANTEE NUMBER</small> <b>5015830-1112</b>

### ADDRESSES

Paragraph number	Recording information	Mailing Address
Schedule A-5	Warranty Deed #1850577	Diana C. Feller 1034 Monad Road Billings, Montana 59101  Diana C. Feller 2034 Monad Rd Billings, MT 59102-6315  Vernon Red Wolf C/O Diana C. Feller 1034 Monad Road Billings, Montana 59101  Vernon Red Wolfe 2034 Monad Rd Billings, MT 59102-6315  Leroy A. Landrie 214 North Miles Hardin, Montana 59034  Leroy A. Landrie 2034 Monad Rd Billings, MT 59102-6315
Schedule B, Part II, Paragraphs 11, 12, 13, 14 and 15	Tax Sale Certificate #3608598 Tax Sale Certificate #3608599 Assignment Taxes #3608600	Colorado Assets LLC 3315 38 <sup>th</sup> Street West Billings, MT 59102

End of Schedule C.



RETURN TO:

COLORADO ASSETS LLC  
3315 38TH ST W  
BILLINGS MT 59102

Rerecorded to Correct Legal Description.

TXD

3692895

12/13/2013 02:34 PM Pages: 1 of 1 Fees: 7.00  
Jeff Martin Clerk & Recorder, Yellowstone MT

TAX DEED

THIS DEED is made by MAX LENINGTON, County Treasurer of the County of Yellowstone, in the State of Montana, to COLORADO ASSETS LLC, 3315 38TH STREET WEST, BILLINGS, MT 59102 as provided by the laws of the State of Montana.

Whereas, there was assessed for 2009 the following real property;

Tax Code No. D12348

An undivided 1/9 % interest in the East 1/2, Southwest 1/4, East 1/2 Northwest 1/4 of the Principle Montana Meridian, in Yellowstone County, Montana. USA Patent # 25-85-0445, ~~5696~~ AG Sec 33, Township 3 South, Range 29 East. \* 560 Acres \*

: and

Whereas, the taxes for 2009 levied against the property amounted to \$28.95 ; and

Whereas, the taxes were not paid and a property tax lien for the payment of the taxes attached and was sold to Yellowstone County on July 9, 2010 for the sum of \$356.00 which amount included delinquent taxes in the amount of \$28.95, penalties in the amount of \$0.58, interest in the amount of \$5.19, and other costs in the amount of \$321.28 ; and subsequently assigned to COLORADO ASSETS LLC on December 15, 2011

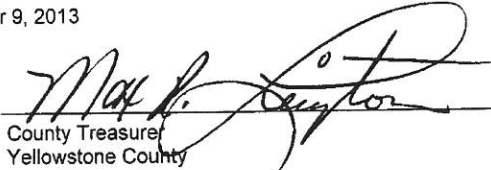
Whereas, a tax sale certificate was duly issued and filed or the sale otherwise recorded as required by law; and

Whereas, notice was given to interested parties in accordance with 15-18-212 that the issuance of a tax deed was pending; and

Whereas, the property tax lien has not been redeemed by FELLER, DIANA C (ETAL) or any other person entitled to redeem it during the redemption period provided in 15-18-111.

Now, therefore, I, MAX LENINGTON, County Treasurer of the County of Yellowstone, in the State of Montana, in consideration of the sum of \$356.00 paid, hereby grant to COLORADO ASSETS LLC all the property situated in Yellowstone County, State of Montana, described in this document.

Witness my hand on this date December 9, 2013

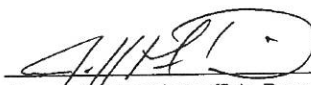
  
County Treasurer  
Yellowstone County

STATE OF MONTANA )  
County of Yellowstone ) ss:

On this 9TH day of DECEMBER, 20 13, before me, JEFFREY MARTIN, County Clerk and Recorder in and for Yellowstone County, in the State of Montana, personally appeared MAX LENINGTON, County Treasurer of Yellowstone County, in the State of Montana, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he / she, as such County Treasurer, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



  
County Clerk and ex-officio Recorder of  
Yellowstone County, Montana

TXD 3704484  
05/05/2014 01:40 PM Pages: 1 of 1 Fees: 0.00  
Jeff Martin Clerk & Recorder, Yellowstone MT

Colorado Assets LLC  
3315 38th Street West  
Billings, MT 59102

349197 Bk 132 Pg 102 - 102

Big Horn County Recorded 8/26/2014 At 4:50 PM  
Clerk and Recorder, Clk & Rcd'r By  
Fee: \$7.00 Return To: COLORADO ASSETS LLC  
3315 38TH STREET WEST BILLINGS MT 59102

# TAX DEED

THIS DEED is made by JOSEPHINE "JODY" GUPTILL, County Treasurer of the County of BIG HORN COUNTY, in the State of Montana, to COLORADO ASSETS LLC, 3315 38TH ST W, BILLINGS, MT 59102 as provided by the laws of the State of Montana.

Whereas, there was assessed for 2010 the following real property;

Tax Code No. K0265A0

S32, T03 S, R35 E, 489(FT), PARCEL N/A, COS 489(FT)

: and

Whereas, the taxes for 2010 levied against the property amounted to \$2,156.31 ; and

Whereas, the taxes were not paid and a property tax lien for the payment of the taxes attached and was sold to BIG HORN COUNTY on July 8, 2011 for the sum of \$2,719.92 which amount included delinquent taxes in the amount of \$2,156.31, penalties in the amount of \$43.14, interest in the amount of \$520.47, and other costs in the amount of \$0.00 ; and subsequently assigned to COLORADO ASSETS LLC on October 28, 2013

Whereas, a tax sale certificate was duly issued and filed or the sale otherwise recorded as required by law; and

Whereas, notice was given to interested parties in accordance with 15-18-212 that the issuance of a tax deed was pending; and

Whereas, the property tax lien has not been redeemed by SMITH JANICE M or any other person entitled to redeem it during the redemption period provided in 15-18-111.

Now, therefore, I, JOSEPHINE "JODY" GUPTILL, County Treasurer of the County of BIG HORN COUNTY, in the State of Montana, in consideration of the sum of \$2,719.92 paid, hereby grant to COLORADO ASSETS LLC all the property situated in BIG HORN COUNTY County, State of Montana, described in this document.

Witness my hand on this date August 26, 2014

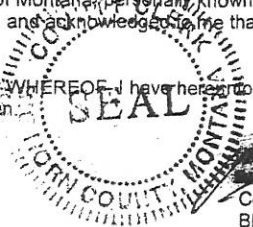
*Josephine Jody Guptill*  
County Treasurer  
BIG HORN COUNTY County

STATE OF MONTANA )

County of BIG HORN COUNTY ) ss: )

On this 26 day of AUG 26 2014, 2014, before me, KIM YARLOTT - CLERK & RECORDER, County Clerk and Recorder in and for BIG HORN COUNTY County, in the State of Montana, personally appeared JOSEPHINE "JODY" GUPTILL, County Treasurer of BIG HORN COUNTY County, in the State of Montana, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he / she, as such County Treasurer, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



*Kim Yarlott*  
County Clerk and ex-officio Recorder of  
BIG HORN COUNTY County, Montana