



13th Tribal Land Staff National Conference
Planet Hollywood Resort & Casino
3677 S. Las Vegas Blvd.

“Advancing Tribal Sovereignty in the Digital Age”

April 4, 2024

Presents



Numu Allottee Association a Native Nonprofit of Oregon

Presenter: Cheryl Lohman, E' Numu Diip Project Manager

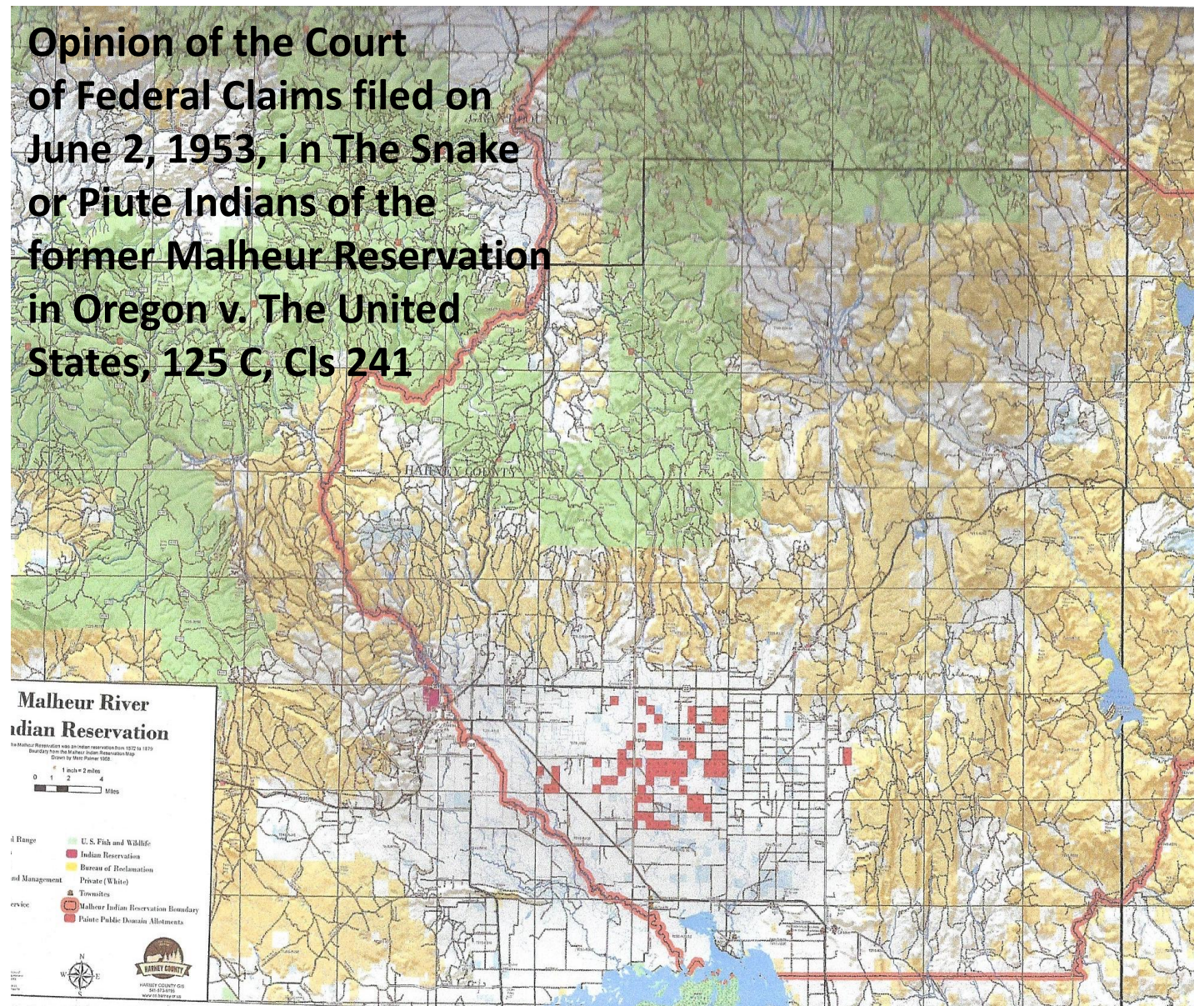
Presenter: Marilyn Pollard, Board Member

Asserting Self-Governance: Management and Control on Trust Lands

Former Malheur Reservation (1.8 Million Acres)

Due to white emigration and settlement in southeast Oregon around 1845, there appears to have been a gradual change in the native way of life of the Snake or Piute Indians in that area. The destruction of native vegetable foods, which had been their principal subsistence and the presence of white immigrant trains and livestock herds, which the Indians could exploit as a new means of subsistence, caused these smaller groups to band together to gather together in larger bands. They resented the intrusions of the whites into their territory and as a result, became and were continuously hostile to the whites until finally subdued by the United States military forces in 1868.

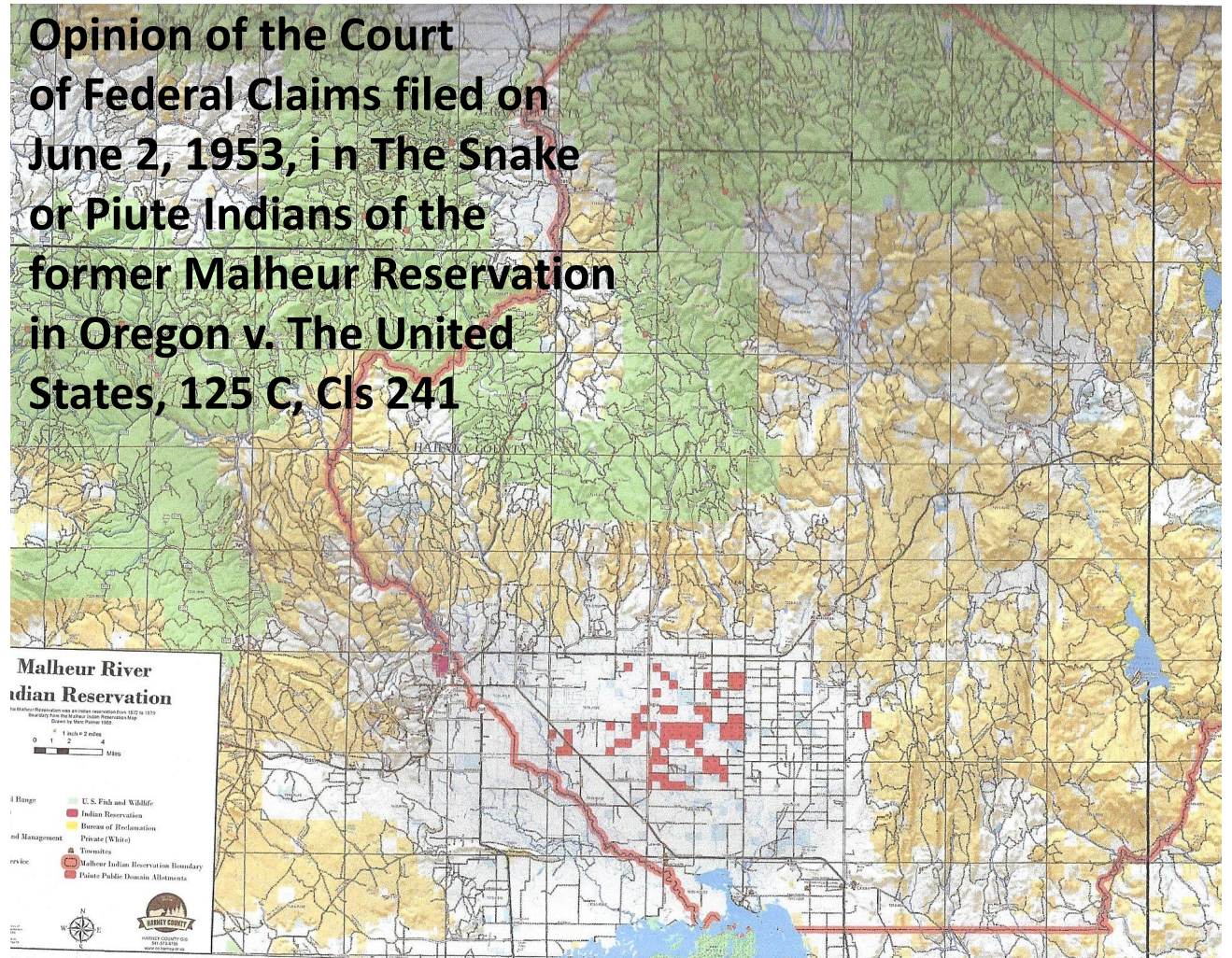
**Opinion of the Court
of Federal Claims filed on
June 2, 1953, in The Snake
or Piute Indians of the
former Malheur Reservation
in Oregon v. The United
States, 125 C, Cls 241**



We are the descendants of the Snake and Piute Indians of the former Malheur Reservation

The Piute Indians who returned from Yakima (Fort Simcoe) and settled near Burns, Oregon, received no assistance from the Government until about 1898 when 104 allotments of 160 acres each were made to them within the former Malheur Reservation area. However, the evidence indicates such allotments were made after all the productive land in the area had been acquired by white settlers and the allotted lands would not sustain the Indians.

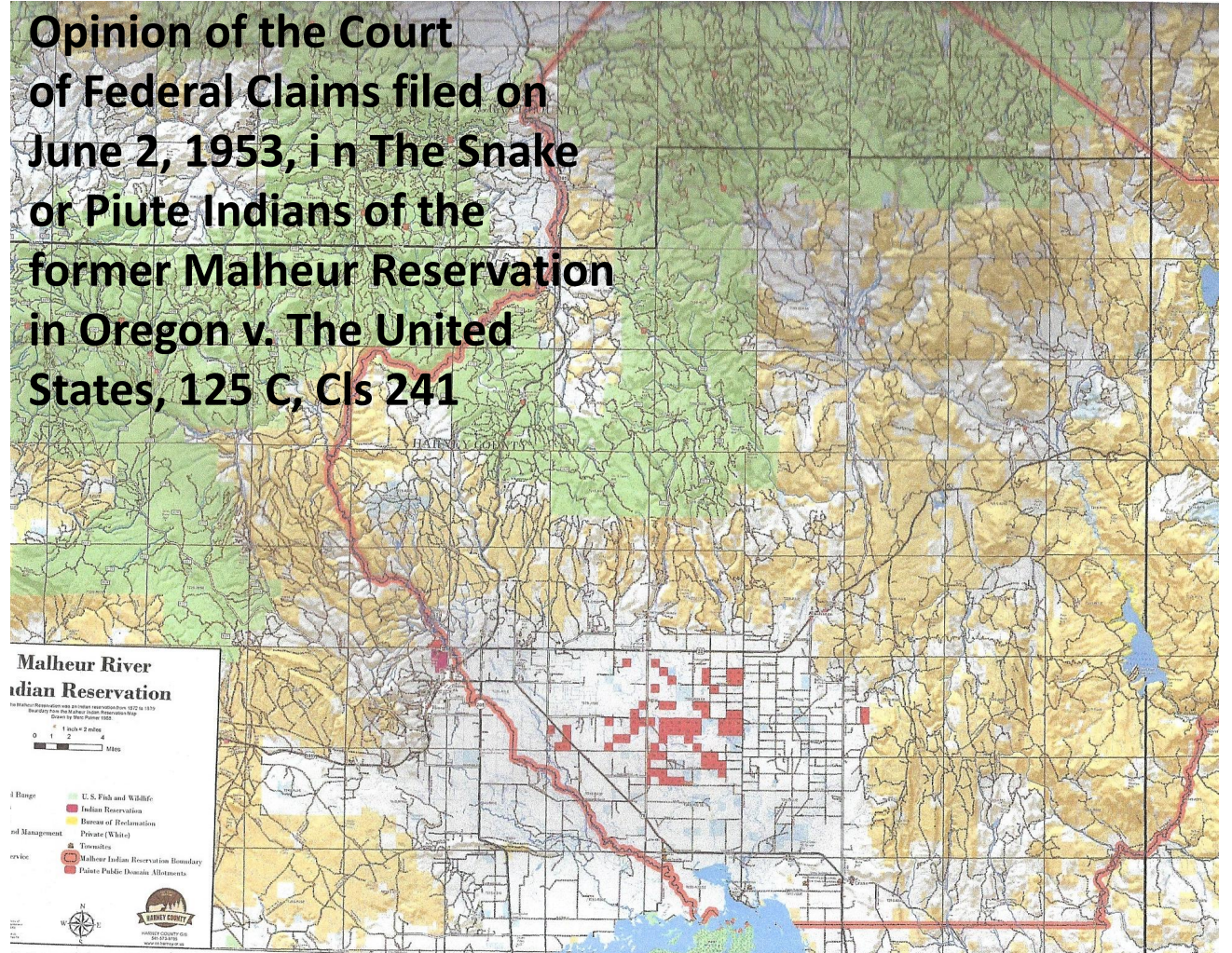
The land highlighted in Red are some of the public domain allotments



Since Time Immemorial “e’ Numu Diiip!” Our Peoples Land

The court of Federal Claims found upon consideration of all of the evidence now on record... the Commission finds that petitioners’ ancestors the Snake (Shoshone) or Piute bands or Tribe who were parties to the unratified treaty of December 10, 1868, had exclusively occupied and used in Indian fashion from time immemorial to January 1879, the area of land included within the boundaries of the Malheur Reservation in Oregon as it was defined and described in the Executive Order of January 28, 1876...after it was originally established by the Executive Order of September 12, 1872.

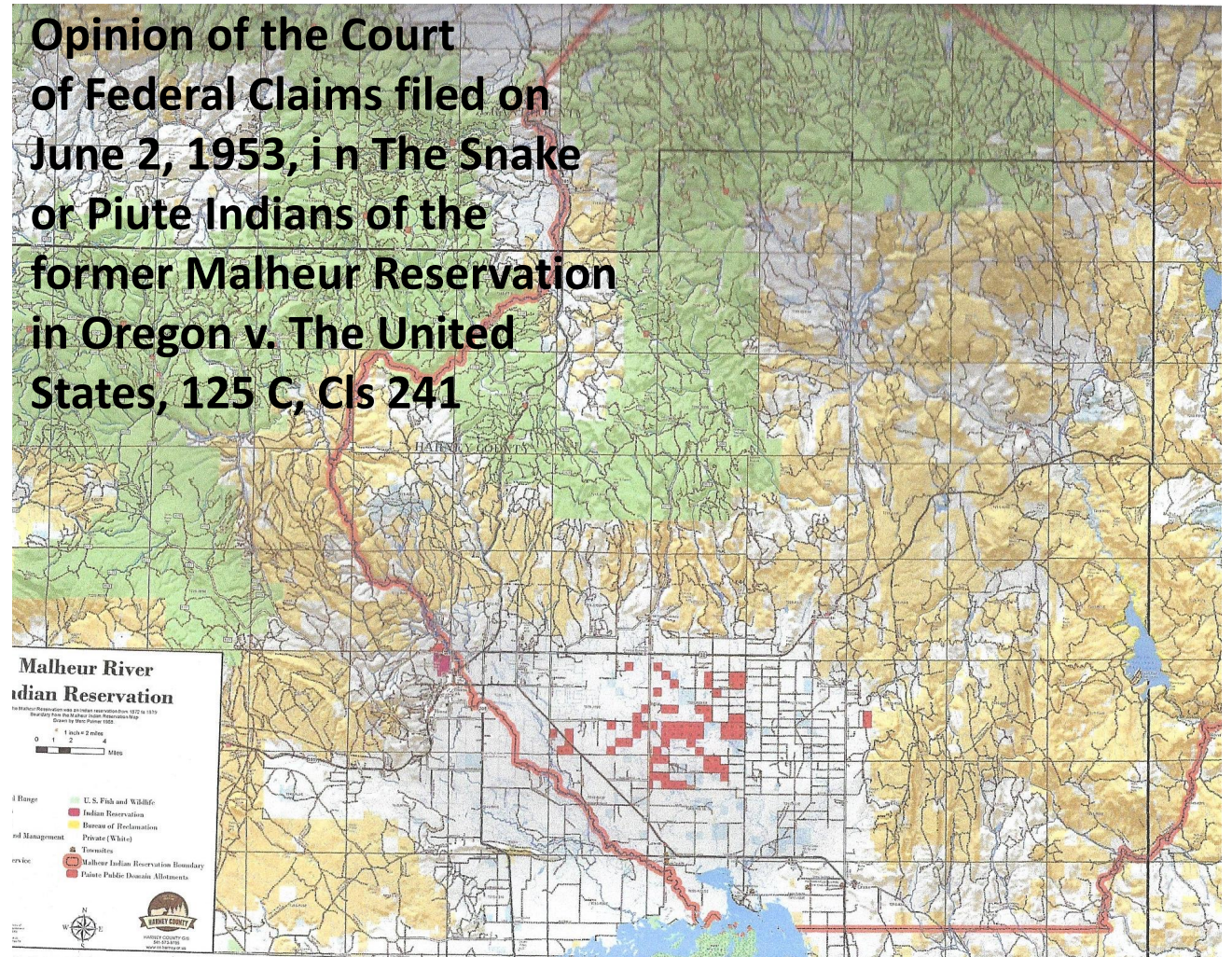
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The Opinion of the Court Court Findings

The petitioner bands of Indians above mentioned have never ceded nor relinquished their original Indian title to said lands.

The petitioner bands or tribe of **Snake or Piute Indians** mentioned in the preceding finding were deprived of their original Indian use and occupancy title to the lands specifically described in Finding 3 in January, 1879, by the action of the United States in forcibly removing them from said lands to the Yakima Reservation in Washington and restoring such lands to the public domain without their consent and without the payment of compensation therefor. What's left are the allotments in RED.





Numu Allottee Association a Native Nonprofit of Oregon

Presenter: Cheryl Lohman, E' Numu Diip Project Manager

Presenter: Marilyn Pollard, Board Member

Asserting Self-Governance: Management and Control on Trust Lands “Rights & Responsibilities”

Myth: Allottees do not control the use of their assets and therefore do not receive benefits from them!

Individual Rights & Responsibilities on Trust Land

25 Code of Federal Regulations: Indians

Ref: <https://www.ecfr.gov/current/title-25/chapter-I/subchapter-H/part-162>



Federal Rights & Responsibilities

- ❖ Individual Indian landowners may ***exempt their agricultural land*** from the application of a tribal leasing policy of a type described in [§ 162.203\(b\)](#) through [\(c\) of this subpart](#), if the Indian owners of at least 50% of the trust or restricted interests in the land submit a written objection to us before a lease is granted or approved.
- ❖ (b) Upon our receipt of a written objection from the Indian landowners that satisfies the requirements of [paragraph \(a\)](#) of this section, we will notify the tribe that the owners' land has been exempted from a specific tribal leasing policy. If the exempted land is part of a unitized lease tract, such land will be removed from the unit and leased separately, if appropriate.
- ❖ (c) The procedures described in [paragraphs \(a\)](#) and [\(b\)](#) of this section will also apply to withdrawing an approved exemption.



Federal Rights & Responsibilities

(cont'd)

- ❖ § 162.207 When can the Indian landowners grant an agricultural lease?
- ❖ (a) Tribes grant leases of tribally-owned agricultural land, including any tribally-owned undivided interest(s) in a fractionated tract, subject to our approval. Where tribal land is subject to a land assignment made to a tribal member or some other individual under tribal law or custom, the individual and the tribe must both grant the lease, subject to our approval. **HEARTH Act does not apply to allotments.**
- ❖ (b) Adult Indian owners, or emancipated minors, may grant agricultural leases of their land, including undivided interests in fractionated tracts, subject to our approval.
- ❖ (c) An agricultural lease of a fractionated tract may be granted by the owners of a majority interest in the tract, subject to our approval. Although prior notice to non-consenting individual Indian landowners is generally not needed prior to our approval of such a lease, a **right of first refusal must be offered to any non-consenting Indian landowner who is using the entire lease tract at the time the lease is entered into by the owners of a majority interest.** Where the owners of a majority interest grant such a lease on behalf of all of the Indian owners of a fractionated tract, the non-consenting Indian landowners must receive a fair annual rental.
- ❖ (d) As part of the negotiation of a lease, Indian landowners may advertise their land to identify potential tenants with whom to negotiate.



Federal Rights & Responsibilities

(cont'd)

- ❖ **162.222 How much rent must be paid under an agricultural lease?**
- ❖ (a) An agricultural lease must provide for the payment of a fair annual rental at the beginning of the lease term, unless a lesser amount is permitted under [paragraphs \(b\)](#) through [\(d\)](#) of this section. The tenant's rent payments may be:
 - (1) In fixed amounts; or
 - (2) Based on a share of the agricultural products generated by the lease, or a percentage of the income to be derived from the sale of such agricultural products.
- ❖ (b) We will approve an agricultural lease of tribal land at a nominal rent, or at less than a fair annual rental, if such a rent is negotiated or established by the tribe.
- ❖ (c) We will approve an agricultural lease of individually-owned **land at a nominal rent or at less than a fair annual rental, if:**
 - (1) The tenant is a member of the Indian landowner's immediate family, or a co-owner in the lease tract; or
 - (2) The tenant is a cooperative or other legal entity in which the Indian landowners directly participate in the revenues or profits generated by the lease.**
- ❖ (d) We will grant or approve a lease at less than a fair annual rental, as previously determined by an appraisal or some other appropriate valuation method, if the land is subsequently advertised and the tenant is the highest responsible bidder.



Definitions of Economic Enterprises

- ❖ **Cooperative Association** means an association of individuals organized pursuant to state, Federal, or tribal law, for the purpose of owning and operating an economic enterprise for profit with profits distributed or allocated to patrons who are members of the organization.
- ❖ **Corporation** means an entity organized pursuant to state, Federal, or tribal law, with or without stock, for the purpose of owning and operating an economic enterprise.
- ❖ **Economic enterprise** means any Indian-owned, commercial, industrial, agricultural, or business activity established or organized for the purpose of profit, provided that eligible Indian ownership constitutes not less than 51 per centum of the enterprise.

<https://www.ecfr.gov/current/title-25/chapter-I/subchapter-N/part-286>



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Asserting Self-Governance:

Management and Control on Trust Lands
“Owner Managed Interest & Water Rights”

“Undivided We Stand for Our Land”

NATIVE (503) (C) (3) NON-PROFIT OF OREGON

E’Numu Diip Cooperative

“Our Peoples Land”

April 4, 2024

Session:

Land Rights & Responsibilities (Handout)

Owner Managed Interest (Handout)



Tour of the E' Numu Diip Project on October 13, 2023



Tour of the E' Numu Diiip Project on October 13, 2023

Solar Pump and Well



Cow at Cattle Trough

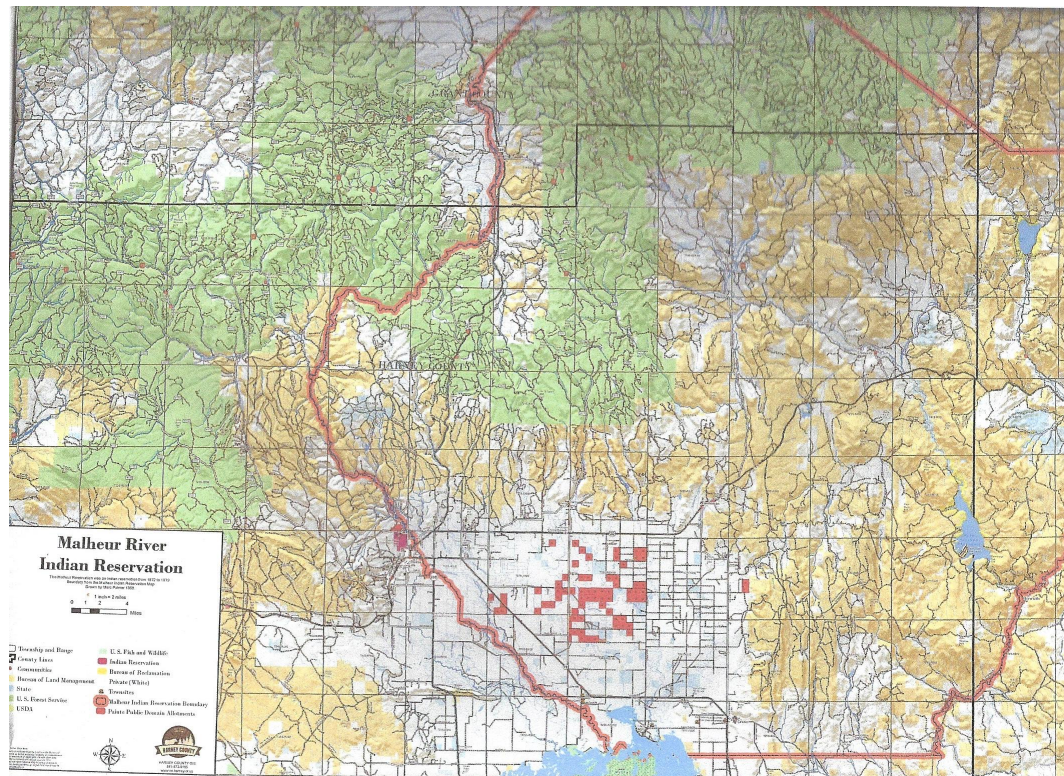




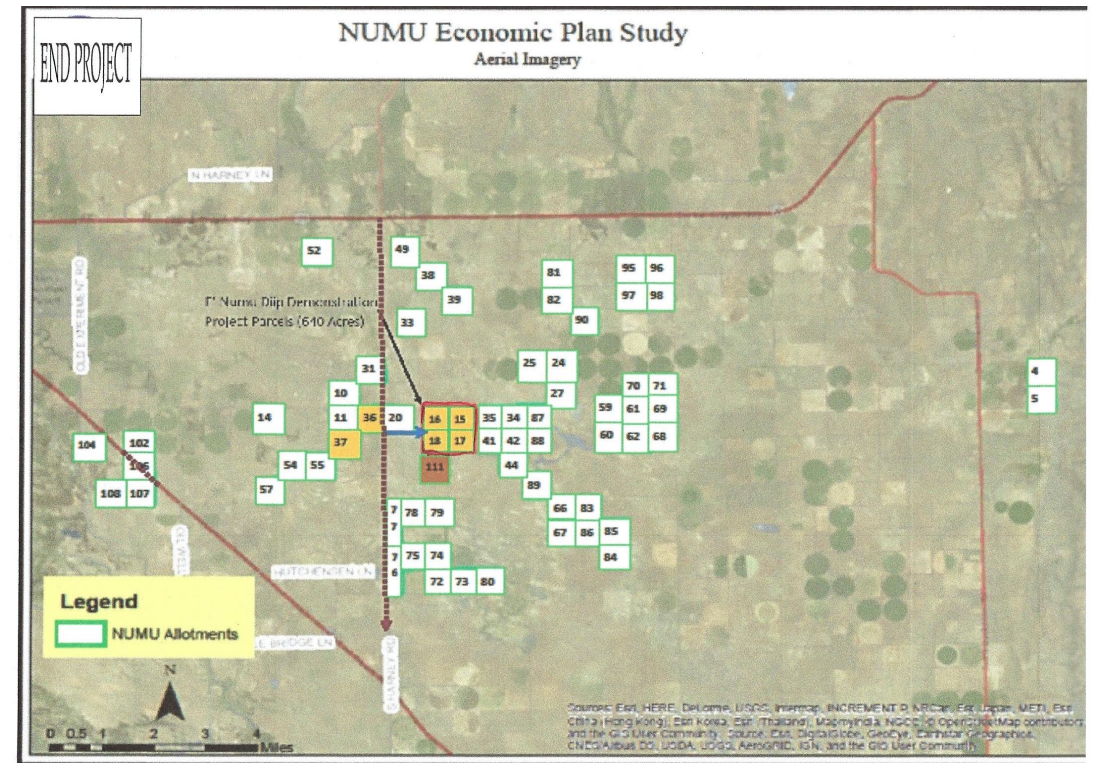
Note: Pictured from Left to right: James Rogers, Grazewell, Cynthia Proctor, Alot 17, Sean Cook, Alot 15, Brenda Bremner, BIA Superintendent, Cheryl Lohman, A lot 18, Jen Eatwell, USDA, NRCS, Mike Jim, Alot 16

E' Numu Diip (Our Peoples Land)

Former Malheur Indian Reservation,
1.8 million acres



Public Domain Allotments: What's left
of the Reservation



E' Numu Diip Project: Conservation Plans

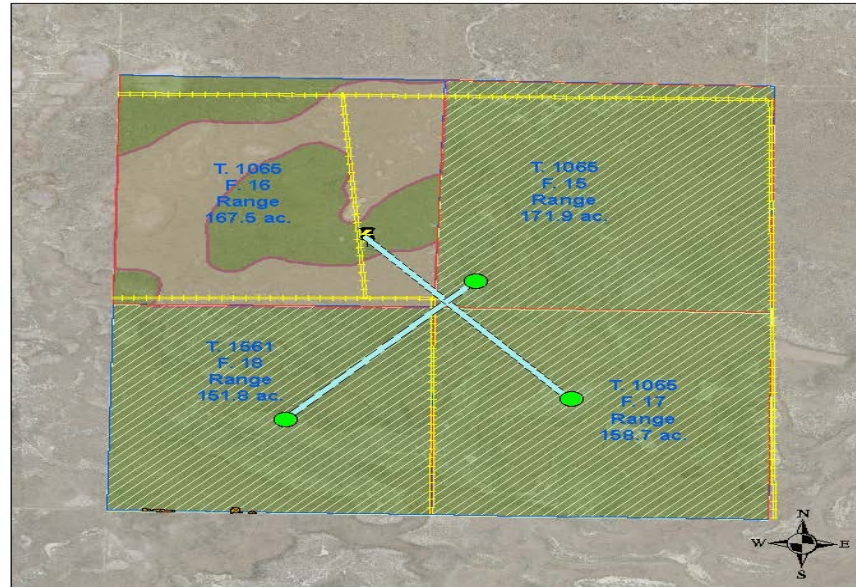
Installation of well, pipelines, cattle troughs and fences

(Funded by USDA NRCS EQIP Grant)

Revised Conservation Plan Map
7404362019H

Client: E'NUMU DIIP COOPERATIVE
Land Units: Farm 1070 - Tract 1065, Farm 1464 - Tract 1561
Legal Description: T. 23 S., R. 32.5 E., Section 29

Date: 12/30/2020
Field Office: HINES SERVICE CENTER
Agency: USDA-NRCS
Assisted By: ZOLA RYAN



Legend

- Install Trough
- Livestock Pipeline
- Solar Pump
- Livestock Well
- Fence Removal
- Build Fence
- Critical Area Planting
- Weed Control
- END case_plus
- Wildlife Habitat Planting
- Prescribed Grazing
- UWWM

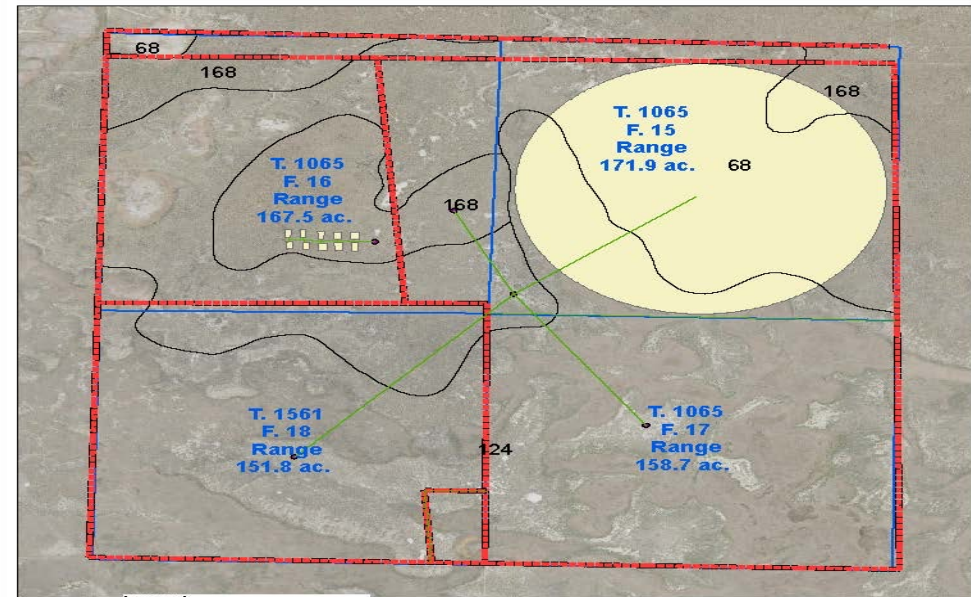
1,000 500 0 1,000 Feet

Alternative 5

Date: 5/31/2019

Customer(s): E'NUMU DIIP COOPERATIVE

Field Office: HINES SERVICE CENTER
Agency: USDA-NRCS
Assisted By: ZOLA RYAN



Legend

- Alternative 5 Lines
- Existing Fences
- Case PLUs
- Soils Map Allotments 15-18
- Alternative 5 Points
- Alternative 5 polygon

500 0 500 1,000 1,500 2,000 Feet

Prepared with assistance from USDA-Natural Resources Conservation Service



USDA, Business Development Grant Funded Access Road to Allotment 18

Old Gate



New Gate



USDA, Rural Business Development Grant Funded Access Road to Allotment 18

Old Access to Allotments



New Access to Allotments



USDA, Rural Business Development Grant Funded Access Road to Allotments

Old Access Road



Old Fence & Pioneer Road to Well



Starting the Regenerative Grazing Project to restore overgrazed land.



Landowner Witching for Water



Drilling for Well on Allotment 16



We Struck Ground Water!! Allottee had drink.

New Well



Testing the water @ 20 GPM



INDIAN LANDOWNER(S)'S PERSONAL USE OF HIS/HER TRUST LAND

The Indian landowner has the right to use their trust or restricted property.

- Pursuant to 25 CFR 162.104 (b), a landowner of a fractional interest must obtain permission or a lease to continue use of the land from the remaining fractional trust and restricted landowners.
- An owner who is using or has obtained a lease on the tract in which he owns an undivided interest must pay his co-owners at least fair market rental unless those co-owners have waived their right to receive rental income.



Looking for Survey Markers for new fence



All survey markers were found for new fences on allotments 15, 16, 17, and 18

3319, dated: 8/5/1983



GPS Monument PLS 2523, 2003



Collecting soil samples for USDA, NRCS testing



Owner Managed Interest-Lease Provisions

Owner-Managed Lease Provisions

Is a standard owner-managed lease form available?

No. However BIA can provide you with guidelines on terms and provisions that you may want to consider for your agricultural leases.

Are there certain provisions I must include in the lease?

The lease must contain the following provisions:

- Names of the parties
- Possession and/or rights conveyed
- Land description and acres
- Terms and duration
- Rental rates, payment, and compensation
- Stipulations
- Signature lessors and lessee

In addition, the lease may contain the following provisions:

- Late payment penalty
- Care of premises
- Subleases and assignments
- Reservations of rights
- Unlawful conduct
- Improvements
- Dispute resolution clause
- Upon whom binding
- Indemnity clause
- Any other provision agreed to by the parties

Term of Owner-Managed Status

How long does a parcel retain its owner-managed status?

A parcel retains owner-managed status until revoked notwithstanding any subsequent

conveyance of a trust or restricted interest to another person or the subsequent descent of the trust or restricted interest by testate or intestate succession to one or more heirs.

Whose responsible for informing the lessee of the name and address of any new co-owner?

Depending on the terms of the lease, the other co-owners are responsible for telling the lessee of any change in ownership and contact information.

Revocation of Owner-Managed Status

Can owner-managed status be revoked?

Owner-managed status of the trust or restricted interests may be revoked upon the written request of all owners of trust or restricted interests in the parcel.

When does revocation become effective?

A revocation becomes effective as of the date on which the last of all such requests has been delivered to the BIA **and is recorded with the LTRO**.

What is the consequence of revoking owner-managed status?

Revoking owner-managed status does not affect the validity of any owner-managed lease made prior to the date of revocation, but upon the effective date of revocation, the BIA becomes responsible for collecting and accounting for all future lease revenues accruing to the trust or restricted interest in the parcel.

If you have any questions about owner-managed applications or owner-managed lease terms, please contact your local BIA or Fiduciary Trust officer.

Owner Management How you can attain owner-managed status under the American Indian Probate Reform Act (AIPRA)



This pamphlet will change when final regulations are published.



Department of the Interior

Bureau of Indian Affairs
&
Office of the Special Trustee for
American Indians

What is Owner-Managed Status?

Owner-managed status allows co-owners of trust or restricted interests in a parcel of land to enter into a surface lease of the parcel for agricultural purposes, for up to 10 years, without approval of the BIA.

Applying for Owner-Managed Status

What should my application contain?

A complete application for owner-managed status must contain the following items:

- 1) The full names, birthdate, addresses, telephone numbers and Indian identification number (if known) of person(s) owning a trust or restricted interest in the parcel, or the legal guardian or parent information if one of such owners is a child or incompetent person.
- 2) The name, birth date, address, telephone number of the designated manager or contact person if so designated by the owners and Indian identification number, if known.
- 3) The date of submission of the application
- 4) The legal description/tract number of the Parcel
- 5) The signatures of all person(s) owning a trust or restricted interest in the parcel, or of the legal guardian or parent if one of such owners is a child or incompetent person with copies of guardianship papers. If the tract of land contains a life estate, both the life estate holder and remainder interest owner must sign the application.
- 6) Acknowledgments by the applicant (see following panel).

Applying for Owner-Managed Status (continued)

What acknowledgements should my owner-managed application contain?

- a) The applicant will submit any owner-managed lease within thirty (30) days after execution to the agency for recordation in the LTRO
- b) The applicant will include stipulation(s) in the owner-managed lease(s) that will provide for prudent management and conservation Practices
- c) All Irrigation Operation & Maintenance account receivables will be paid, if applicable
- d) The lessee/lessors will abide by all applicable tribal & Federal laws, regulations, ordinances, and resolutions
- e) Any existing encumbrances on the proposed owner-managed tract, such as existing leases and easements, will remain in full force and effect through their expiration
- f) The right of mineral owner(s) to enter into agreements or leases to extract those minerals.
- g) The lessee/lessor acknowledge that if owner managed status is revoked, lessee shall pay BIA any rents due under the lease.

When will I receive a decision from BIA on my application?

Once you submit a completed application, BIA will have 60 calendar days to verify owners' signatures and act upon the completed application. BIA will notify you of its determination on the application.

Making the Lease Effective

Must I record the owner-managed lease?

Yes, you submit the owner-managed lease to the agency for recording in the Land Titles and Records Office (LTRO) within thirty (30) days of execution. You must also submit to the agency any amendments, cancellations, or other lease modifications for recording in the LTRO.

When is an owner-managed lease effective?

An owner-managed lease can take effect only when:

- All co-owners of trust or restricted interests in the parcel signed the lease; and
- The current agricultural lease or permit on the parcel has expired or been cancelled; and
- The owner-managed lease has been recorded in the LTRO.

Effect of Owner-Managed Status

Once BIA approves my application, may I enter into a lease without BIA approval?

Once BIA approves your application for owner-managed status, you and the other co-owners of trust and restricted interests in the parcel may enter into a lease of the parcel for agricultural purposes, for a term up to 10 years, without further BIA approval.

Will BIA collect rent on the parcel?

No, BIA will not collect or account for lease revenues under an owner-managed lease.

Who enforces the terms of the lease?

The co-owners of trust and restricted interests who have entered into the owner-managed lease have full responsibility for obtaining compliance with the terms of the lease.

APPLICATION FOR OWNER MANAGED STATUS

**Department of the Interior
Bureau of Indian Affairs
Application for Owner-Managed Status**

This is our application for Owner-Managed status that will allow us to lease our trust land for agricultural purposes without the BIA approval as provided under American Indian Probate Reform Act of (AIPRA) 2006 and 25 USC Ch. 39: AMERICAN INDIAN AGRICULTURAL RESOURCE MANAGEMENT American .

1. Reservation _____ Public Domain Allotment _____ 2. Tract No. _____
3. Legal description _____ 4. Date submitted _____
5. Designated manager or contact person, if so designated by the owners
_____ Address _____
6. The applicants acknowledges the following:
 - a) Submit any owner-managed lease within thirty (30) days after execution to the agency for recordation in the LTRO
 - b) Include stipulation(s) in the owner-managed lease(s) that will provide for prudent management and conservation practices
 - c) Pay any all Irrigation Operation & Maintenance account receivables, if applicable
 - d) The lessee/lessors will abide by all applicable tribal & Federal laws, regulations, ordinances, and resolutions
 - e) Any existing encumbrances on the proposed owner-managed tract, such as existing leases and easements, will remain in full force and effect through their expiration
 - f) The right of mineral owner(s) to enter into agreements or leases to extract those minerals.

We, the following trust owners hereby request for owner-managed status as indicated below: (If the tract of land contains a life estate, both the life estate holder and remainder interest owner must sign the application):

Printed Name _____ ID. Number _____
Phone Number _____
Address _____

Dated _____, 20____ at _____

Signature of Trust Owner _____

NOTARY _____

STATE OF _____, COUNTY OF _____, ss

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____ by _____

(Seal/stamp)

Parent or legal guardian for a child under the age of 21 or for an incompetent person

Printed Name _____ On Behalf of _____

Address _____
_____ Id Number _____

Dated _____, 20____ at _____

Signature of Trust Owner Parent or Legal Guardian _____

NOTARY _____

STATE OF _____, COUNTY OF _____, ss

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____ by _____

(Seal/stamp)

Additional names, addresses and signatures on continuation sheet(s) attached, if necessary.

Approved _____ Disapproved _____

Printed Name _____ Signature _____ Date _____



Numu Allottee Association a Native Nonprofit of Oregon

Presenter: Cheryl Lohman, E' Numu Diip Project Manager
Presenter: Marilyn Pollard, Board Member

Asserting Self-Governance:
Management and Control on Trust Lands
“Dealing with Fractionation”

Numu Allottee Association was Founded in 2014

Benefits

- Development of the landowner association made it easier for Indian land owners to obtain the information necessary to make informed decisions concerning consolidation, leasing, estate planning, or other uses of their allotted lands.
- Formation of the **Numu Allottee Association** (a tribal landowners association) provides a place for individual Indian landowners to learn about options for their land, be an information source, submit grants, and given the opportunity to become knowledgeable about options for planning for use and management and control of their land.
- The association can also identify the information needed to complete agricultural activities so the landowner and lessees are prepared when working with the BIA, states and other local governments to implement activities in becoming agricultural producers.
- More important is the collection of data from planning efforts is kept in one place for the allottees.

E' Numu Diip Project

- In 2017 allottees formed the **E' Numu Diip Cooperative** with the intent to combine resources and pursue economic development opportunities on their lands
- The allottees elected a cooperative board who is responsible for exploring feasibility and planning studies for various types of developments on their lands, including irrigated agriculture.
- Demonstration phase scheduled for allotments 15, 16, 17 and 18 (640 acres total)
- Future potential to expand to all Indian allotment lands (11,200 acres total)

How E' Numu Diip (END) Project Was Formed

- NAA applied for grants and was funded from USDA for providing technical assistance to the allottees for strategic planning & feasibility studies
- NAA received \$50K for Rural Business Development Grant
 - The E' Numu Diip Cooperative was chartered under the State of Oregon for economic development purposes
 - E Commerce
- NAA received \$175K for Socially Disadvantaged Group Grant
 - Under the END Project: feasibility studies for:
 - Solar Project
 - Agricultural Economics
 - Water Rights and Resource Planning
 - Traditional Foods and Organic Farms

FRACTIONATION ON ALLOTMENTS

- Allottees recognized that forming the Cooperative is a way to deal with the fractionation for economic development and at the same time using gift deed, wills, and powers of attorney to minimize obtaining signatures from the land owners who are ***Tenants in Common.***
- The next slides briefly show how Mapping Charts of the undivided interest owners using title status reports and track history reports creates a visual and enables land owners how important it is to create wills, gift deed and retain a life estate, and powers of attorneys to certain family member to make decisions on their behalf for economic development.

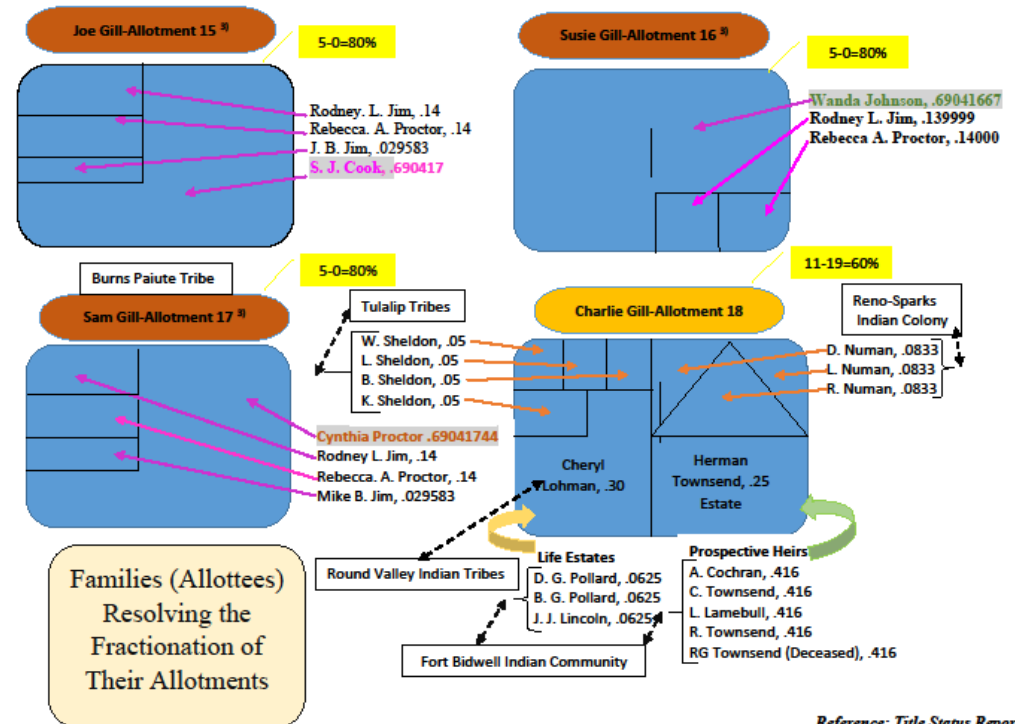
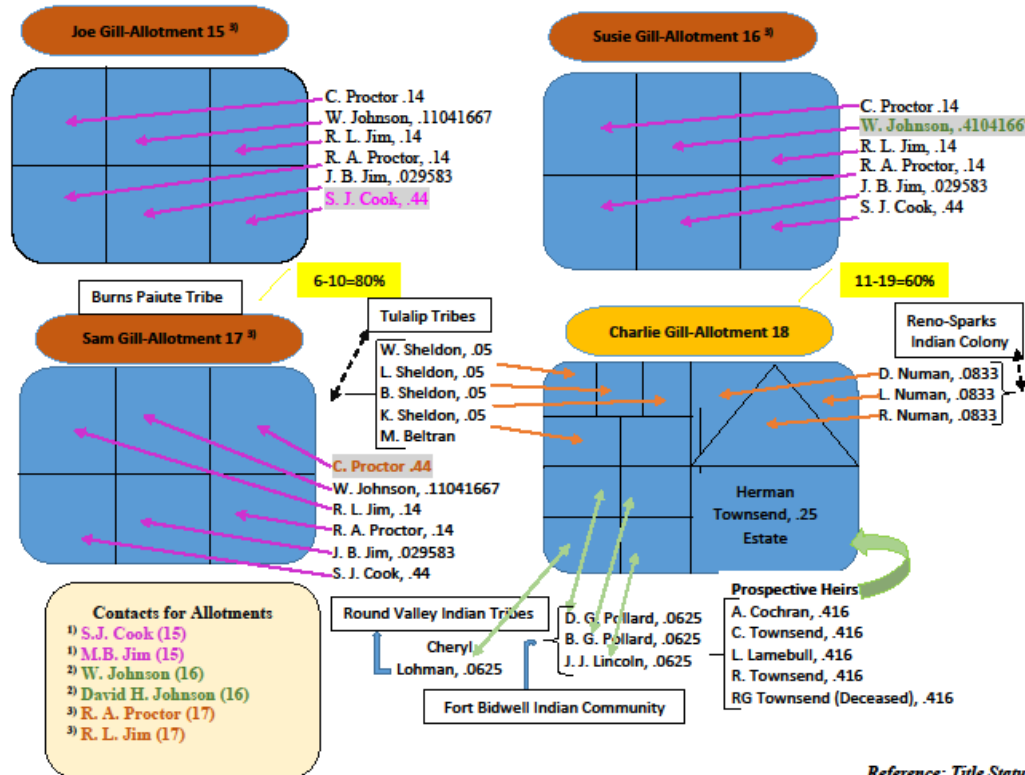
Tenants in Common-Unequal Undivided Interests

Before Families exchanged Undivided Interest by gift

After Families Exchanged undivided interest by Gift Deed

E Numu Diip (Our Indian Land)

E Numu Diip (Our Indian Land)



Families (Allottees) Resolving the Fractionation of Their Allotments

Undivided Interest Land Owners

Appendix "B"

Land Area 144	Land Area Name BURNS-PAIUTE	Tract Number 18	LTRO PORTLAND, OR		Region NORTHWEST REGIONAL OFFICE	Agency WARM SPRINGS AGENCY	Resources Both				
Effective Ownership as of 11/21/2014											
OWNER				DOCUMENT			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE	
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
123 TULALIP - WA		Indian	Trust	All	Prob Ord	INTE	PC518011	WILSON KAREN GAIL SHELDON	1 20	12 240	.0500000000
123 TULALIP - WA		Indian	Trust	All	Prob Ord	INTE	PC518011	SHELDON BYRON L	1 20	12 240	.0500000000
123 TULALIP - WA		Indian	Trust	All	Prob Ord	INTE	PC518011	SHELDON LITA JANE	1 20	12 240	.0500000000
123 TULALIP - WA		Indian	Trust	All	Prob Ord	INTE	PC518011	SHELDON WILLIAM C	1 20	12 240	.0500000000
518 FORT BIDWELL INDIAN COMMUNI TY		Indian	Trust	All	Prob Ord	TESTATE	SA196N997	TOWNSEND HERMAN DECEASED	1 4	60 240	.2500000000
540 ROUND VALLEY - CA		Indian	Trust	Title	Deed-TS	ILCA2000	585	LOHMAN CHERYL L	1 16		
			Trust	Title	Deed-TS	ILCA2000	587	LOHMAN CHERYL L	1 16		
			Trust	Title	Deed-TS	ILCA2000	588	LOHMAN CHERYL L	1 20		
			Trust	Title	Deed-TS	ILCA2000	590	LOHMAN CHERYL L	1 16		
			Trust	All	Prob Ord	INTE	P000078162	LOHMAN CHERLYE LYNE	1 16	72 240	.3000000000
653 RENO- SPARKS INDIAN COLONY - N		Indian	Trust	All	Prob Ord	INTE	P000028779	NUMAN RANDALL HUGH	1 12	20 240	.0833333334

Special Interest Owners

Appendix "B"

<u>Land Area</u> 144	<u>Land Area Name</u> BURNS-PAIUTE	<u>Tract Number</u> 18	<u>LTRO</u> PORTLAND, OR	<u>Region</u> NORTHWEST REGIONAL OFFICE	<u>Agency</u> WARM SPRINGS AGENCY	<u>Resources</u> Both
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Effective Ownership as of 11/21/2014

OWNER		DOCUMENT						NAME ACQUIRED		FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL	
653 RENO- SPARKS INDIAN COLONY - N		Indian	Trust	All	Prob Ord	INTE	P000028779	NUMAN	1		20	
								LANE REYNOLD	12	240	.0833333333	
653 RENO- SPARKS INDIAN COLONY - N		Indian	Trust	All	Prob Ord	INTE	P000028779	NUMAN	1		20	
								DARRYL KYLE	12	240	.0833333333	

* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	240	
	240	1.0000000000
IN FEE:	0	
	240	.0000000000
TOTAL:	240	
	240	1.0000000000

* SPECIAL INTEREST HOLDERS *
Effective Ownership as of 11/21/2014

OWNER		DOCUMENT						NAME ACQUIRED		FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL	
518 FORT BIDWELL INDIAN COMMUNI TY		Indian	Trust	Beneficial	Deed-TS	ILCA 2000	587	POLLARD	1		15	
								BERNOLD G	16	240	.0625000000	
518 FORT BIDWELL INDIAN COMMUNI TY		Indian	Trust	Beneficial	Deed-TS	ILCA 2000	585	POLLARD	1		15	
								DENISE G	16	240	.0625000000	

Special Interest Owners (cont'd)

Appendix "C"

<u>Land Area</u> 144	<u>Land Area Name</u> BURNS-PAIUTE	<u>Tract Number</u> 18	<u>LTRO</u> PORTLAND, OR	<u>Region</u> NORTHWEST REGIONAL OFFICE	<u>Agency</u> WARM SPRINGS AGENCY	<u>Resources</u> Both
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* SPECIAL INTEREST HOLDERS *
Effective Ownership as of 11/21/2014

OWNER			DOCUMENT					NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
518 FORT BIDWELL INDIAN COMMUNI TY		Indian	Trust	Beneficial	Deed-TS	ILCA 2000	590	LINCOLN JACQUELYN JOY	1 16	15 240	.0625000000
651 PYRAMID LAKE PAIUTE - NV		Indian	Trust	Beneficial	Deed-TS	ILCA 2000	588	BELTRAN MYRA MARLENE	1 20	12 240	.0500000000

Life Estates-Type of Encumbrance

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>Appendix "D"</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
144	BURNS-PAIUTE	18	LTRO PORTLAND, OR	NORTHWEST REGIONAL OFFICE	WARM SPRINGS AGENCY	Both

Ownership of Tract 144 18 is encumbered by the following:

NO REALTY DOCUMENTS FOUND

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
DEFECT			587	LEGAL DESCRIPTION HAS "TOWNSHIP 23 NORTH" SHOULD BE "TOWNSHIP 23 SOUTH".
ENCUMBRANCES (OTHER)	LOHMAN CHERYL L		585	FOR A PERIOD OF FIVE (5) YEARS, THE SECRETARY SHALL NOT APPROVE AN APPLICATION TO TERMINATE TRUST STATUS OR REMOVE THE RESTRICTIONS OF SUCH INTEREST.
LIFE ESTATE	POLLARD DENISE G		585	EACH INTEREST IDENTIFIED BY "T" IN THE INTEREST COLUMN IS SUBJECT TO A LIFE ESTATE.
LIFE ESTATE	POLLARD BERNOLD G		587	THE INTEREST IDENTIFIED BY "T" IN THE INTEREST COLUMN IS SUBJECT TO A LIFE ESTATE.
ENCUMBRANCES (OTHER)	LOHMAN CHERYL L		588	FOR A PERIOD OF FIVE (5) YEARS, THE SECRETARY SHALL NOT APPROVE AN APPLICATION TO TERMINATE TRUST STATUS OR REMOVE THE RESTRICTIONS OF SUCH INTEREST.
LIFE ESTATE	BELTRAN MYRA MARLENE		588	EACH INTEREST IDENTIFIED BY "T" IN THE INTEREST COLUMN IS SUBJECT TO A LIFE ESTATE.
LIFE ESTATE	LINCOLN JACQUELYN J		590	THE INTEREST IDENTIFIED BY "T" IN THE INTEREST COLUMN IS SUBJECT TO A LIFE ESTATE.
DITCHES & CANALS	U.S.	PERPETUAL	76	R/W FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE U.S. PURSUANT TO THE PROVISIONS OF THE ACT OF 8-30-90 (26 STAT. 391).

Joint Tenancy vs Tenants in Common

TENANTS IN COMMON

- When two or more people own community property like a home, either as Joint Tenants or Tenants in Common, each individual owns a share (or interest) of the entire property. This means that specific areas of the property are not owned by one individual, but rather shared as a whole.
- While none of the owners may claim to own a specific part of the property, **Tenants in Common** may have different ownership interests.
- **Tenants in Common** also may be created at different times; so an individual may obtain an interest in the property years after the other individuals have entered into a tenancy in common ownership.

JOINT TENANCY

- **Joint Tenants**, on the other hand, must obtain equal shares of the property with the same deed at the same time. The terms of either a **Joint Tenancy** or **Tenancy in Common** are spelled out in the deed, title, or other legally binding property ownership documents.
- A **Joint Tenancy** is broken if one of the tenants sells his or her interest to another person, thus changing the ownership arrangement to a tenancy in common for all parties.
- However, a **Tenancy in Common** may end if one or more co-tenant buys out the others; if the property is sold and the proceeds distributed equally among the owners; or if a partition action is filed, which allows an heir inheriting the property to sell his or her stake.

Right of Survivorship

- One of the main differences between the two types of shared ownership is what happens to the property when one of the owners dies. When a property is owned by **Joint Tenants** with survivorship, the interest of a deceased owner automatically gets transferred to the remaining surviving owners.
- However, **Tenants in Common** have no rights of survivorship. Unless the deceased individual's will specifies that his or her interest in the property is to be divided among the surviving owners, a deceased **Tenant in Common's** interest belongs to his or her estate.

Joint Tenancy Farm Operating Plan

- Under Owner Managed Interests requires us distribute the **Lease Revenues**. Apparently not considered a trust transaction.
- **Lease Revenues** are treated differently than **Patronage Distribution**. **Patronage Distribution** revenue is generated from projects under the END Cooperative and are taxable.
- Cooperative bylaws govern the END Cooperative Board's decisions
- As stated in the Bylaws the **"Memberships are not transferrable"**

March 1, 2022

E'Numu Diip Cooperative
1411 NE Lehman Dr.
Madras, OR 97741

Dear Producer:

The Harney-Grant County FSA Committee has completed its review of your farm operating plan for 2022. The Harney-Grant County FSA Committee understands that E'Numu Diip Cooperative is a properly chartered corporation having 22 stockholders. Entity interests are identified as follows:

<u>Individual/Legal Entity</u>	<u>Percent Interest</u>
Darryl Numan	4.55%
Wanda Johnson	4.55%
Victor Johnson	4.55%
Bernold N Pollard	4.55%
Cory Queahpama	4.55%
Cynthia Proctor	4.55%
Rebecca Proctor	4.55%
Thomas Garfield-Proctor	4.55%
Cheryl Lohman	4.45%
Jacquelyn Lincoln	4.55%
Denise Pollard	4.55%
Bernold G Pollard	4.55%
Sean Cook	4.55%
Rodney Jim	4.55%
Sahali Jim	4.55%
Lita Sheldon Mowrer	4.55%
Karen Sheldon Zackuse	4.55%
Byron Sheldon	4.55%
Myra Beltran	4.55%
Michelle Jim	4.55%
Michael Jim	4.55%

Based on the information submitted, the Committee determined the following:

- Foreign Person and Minor Child Rules have been met
- Common attribution does not apply for payment limitation purposes

Bylaws, Article II- Membership

2.1 Eligibility for Membership: Membership in the END Cooperative shall be open to descendants of the original Allottees of four Public Domain Indian Allotments which are held by the United States of America in trust for the allottees, located in Southeast Oregon, on the former Malheur Indian Reservation, namely Allotment numbers 15, 16, 17 and 18 who shall patronize the cooperative, any Indian Tribe who has a real property interest in such Allotments and any other entity who applies and who is approved by the Board of Directors.

Termination of Membership

4. Termination of Membership: Membership may be terminated voluntarily by the member at any time upon written notice to the END. The Board may also terminate membership involuntarily for good cause, provided the member is given the opportunity to answer the charges either in person or in writing. Termination of membership shall not relieve a former member of unpaid dues or other financial obligation previously accrued subject to the Board's determination. Upon termination of membership, subject to the Board's determination that it is fiscally prudent, a member is entitled to a refund of paid membership fees and equity. Membership may be terminated in any of the following ways:

- a) failure to pay annual membership dues, if any
- b) by death of a member
- c) failure to disclose conflict of interest
- d) no longer in "good standing"
- e) voluntarily, by resignation, at any time upon written notice to END
- f) failure to participate in three meetings each year.

Membership is not transferable.



Numu Allottee Association
a Native Nonprofit of Oregon
“Taking a Stand For the Land”

Presenter: Marilyn Pollard, Board Member

Asserting Self-Governance:
Management and Control on Trust Lands
“Dealing with Fractionation/Probates”



Public Law No: 108-374 (10/27/2004)

American Indian Probate Reform Act of 2004 - (Sec. 3) Amends the Indian Land Consolidation Act to require that any trust or restricted interest in land or interest in trust personally, subject to applicable Federal law, that is not disposed of by a valid will shall descend:

- (1) according to an applicable tribal probate code approved in the Act; or
- (2) if such tribal code does not apply, in accordance with this Act.

On June 20, 2006, the American Indian Probate Reform Act (“AIPRA”) went into effect. AIPRA only applies to estates of persons who have passed away after June 20, 2006. AIPRA was needed because of the unique circumstances surrounding land ownership for Indian people.



SOME USEFUL TERMS

- Allotments are pieces of land given to an individual Indian person and which is held in trust by the federal government for the benefit of the person. Allotments typically are on a reservation, except for public domain allotments.
- Allottee is a person who owns an interest in an allotment.
- Assignments are not allotments and are lands held in trust for a tribe, not an individual. Tribes may offer members rights to use tribal lands, which are called assignments.
- Probate means the legal process through which a decedent's property (both trust and non-trust) are passed on to heirs or devisees. Trust lands are probated by the Office of Hearings and Appeals, and non-trust lands through a state court.
- Undivided Interests are the most common form of land ownership for allottees and it means that the owner has an interest in the land, but that it is not "sub-divided."



UNDIVIDED INTEREST

Another factor in owning trust land is that the interest is usually an “undivided interest.” This means that the person owns part of the whole land but no particular segment. It is as if the co-owners shared a pie that has yet to be cut. Since they don’t know where their piece is, it is difficult to manage their share.

For example, one co-owner can build a home on land, but without a residential lease or some other way to earmark their interest from the other co-owners, then the joint owners technically have a right to use and occupy the home! A coowner can “partition” the land through the Bureau of Indian Affairs, which means to divide the land into identifiable parts.



HOW THIS AFFECTED MY FAMILY

- My mom passed January, 2023.
- Previously we were told we couldn't inherit because we are not enrolled members of her Tribe.

However...

- BIA contacted us and informed us the change in this law allows her dependents to inherit her interests in her allotment(s) in which she has shared ownership.
- BIA submitted our documents on 7/20/2023
- Probate Court Hearing will determine the final ruling.



SOME CONSIDERATIONS

- How will the Tribe handle a non-member eligible heir on their land?
- The Tribe has some options on how they want to proceed.
- My mom's Will will determine distribution if we are deemed eligible heirs.
- The number of "Other owner's" is unknown
 - This affects my mom's percentage of the land

Questions

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