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PACIFIC REGIONAL
OFFICE

APPLICATION FOR TRANSFER OF TITLE FOR FEE LANDS INTO TRUST

SUBMITTED BY THE SANTA YNEZ BAND OF CHUMASH MISSION INDIANS

Reg Dir all ✓
Dep Reg Dir T ✓
Reg Adm Ofcr _____
Route R.P.M
Response Required yes
Due Date 7-19-13
Memo _____ Ltr ✓
Tele _____ Other _____

July 2013

P.O. Box 517
100 Via Juana Lane
Santa Ynez, CA 93460

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INTRODUCTION

Purpose

The purpose of this document is to provide a formal request to the Pacific Regional Office from the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California (“Santa Ynez” or “Tribe”) to process the transfer of title from fee land owned by the Tribe to land owned by the United States of America held in trust for the benefit of the Tribe. This application has been prepared under the guidelines of 25 CFR 151, Land Acquisitions, the Department’s Fee-to-Trust Handbook, and the Fee to Trust Land Acquisitions Application Requirements Checklist for Tribal Land Transfers. All of the accompanying support materials are included herein, with the exception of the Environmental Assessment (“EA”) and Phase 1 Environmental Site Assessment (“ESA”) which are being submitted under separate cover.

The property is located within the County of Santa Barbara. There is no issue regarding contradictory jurisdictions as the property is approximately 520 miles from the Oregon border, approximately 233 miles from the Nevada border, approximately 307 miles from the Arizona border and approximately 10 miles from the Pacific Ocean. Further, the property lies within the County of Santa Barbara, and lies approximately 23 miles from the City of Santa Barbara. Finally, the property is adjacent to Highway 154 and is a mere 1.6 miles from the Reservation. (See **Exhibits A and B**).

In 2010, the Tribe purchased the following parcels from the Fess Parker Estate:

Parcel 1	APNs: 141-121-051 141-140-010	194.9 Acres
Parcel 2	APN: 141-140-010	683.3 Acres
Parcel 3	APNs: 141-230-023 141-140-010	257.7 Acres
Parcel 4	APNs: 141-240-002 141-140-010	260.5 Acres
Parcel 5	APN: 141-230-023	<u>14.7 Acres</u>

Total: 1411.1 Acres

As outlined herein, these parcels are contiguous to each other and are approximately 1.6 miles from the Reservation. (See **Exhibits A and B**)

Santa Ynez Historical Perspective

As is described in further detail in the Tribe’s Tribal Land Consolidation and Acquisition Plan (approved June 2013) (**Exhibit C**), the members of the modern day Santa Ynez Band of Chumash Mission Indians are the direct descendants of the original Chumash peoples, whose numbers

totaled 18,000-22,000 prior to the Spanish contact. Prior to the Mission Period, there were around 150 independent Chumash villages along the coast of California. Subsequent to Spanish contact, the Chumash population dwindled to a mere 2700 in 1831.

Santa Ynez is a politically independent unit of the Chumash cultural group and is the only federally-recognized band of Chumash Indians. At the time of the missions, the Chumash were the most widespread tribe within California; their territory stretched from what is today Malibu to the South to modern day Paso Robles to the North. They occupied many of the Channel Islands to the West and extended as far East as a portion of what is now Kern County. In all, their lands comprised over seven thousand square miles.

The Spaniards considered the Chumash to be superior to other Indian tribes in California due to their well-developed towns, extensive trade routes and high quality of goods. The Spaniards encountered prosperous and sophisticated towns on their arrival on the coast. Once the Mission Period began, the Chumash contributed both skilled craftsmen and religious leaders to the benefit of the Santa Ines Mission.

Catholic Lawsuit¹

Certain portions of the Tribe's land tenure history are of particular import to this acquisition and therefore bear repeating here. Specifically, the 1897 Quiet Title Action by the Catholic Church which ultimately led to the establishment of the Tribe's reservation.

In 1891, Congress passed the Mission Indian Relief Act designed to help those Indians (neophytes/Christianized Indians) who had been associated with and enslaved by the missions. Many of these communities were destitute since their land had been taken away from them. It was the intent of Congress to send out a commission to investigate the conditions of the Mission Indians and thereafter settle them onto reservations created by the United States, rather than the current lands held by the Catholic Church/Missions. Thus, the Smiley Commission was formed and investigated the plight of the Mission Indians in California.

The Smiley Commission found that the Santa Ynez Indians were primarily living in a village around the Zanja de Cota Creek area on lands they had moved to around 1835 after the secularization of the Mission. It further determined that, although there was abundant evidence of a long period of occupancy of the mission lands, title to the land for a federal reservation could not be obtained through adverse possession. It is clear from the petition by the Bishop of Monterey that the Church and its priests had long considered the mission lands to be "owned" by the Chumash Indians of that mission (Santa Ines). As such, the Indians could not be considered to have been in adverse possession of the land. The Smiley Commission determined that the United States would have to utilize a different mechanism for establishing a federal reservation for the Santa Ynez Chumash.

¹ Should the Bureau wish copies of the lawsuit or other pertinent historical documentation which supports the Tribe, the Tribe is more than happy to provide such information.

In order to accomplish this end, the Bishop of Monterey commenced a quiet title action, which was consented to by the United States Government through its local Indian agent. The action concerned about 11,500 acres of the Rancho Canada de los Pinos (College Rancho) grant. Throughout the pendency of the litigation, the Santa Ynez Chumash continued to assert their right of occupancy and possession to a much greater area of land than was being discussed in negotiations. At various times parcels of land of five acres, fourteen acres and two hundred acres were proposed as the property to be deeded to the United States for the Santa Ynez Indians. Each of these proposals represented areas which were significantly less than the original Mission lands (held for the local Chumash by the Catholic Church) and the Rancho Canada de los Pinos (the Mission lands as reconfigured by the United States). Ultimately, after settlement of the lawsuit and negotiations, what was transferred to the United States to be held in trust for the Tribe was a mere ninety-nine acres.

Santa Ynez Recent History

The Tribe reorganized its government under the IRA after having voted, in 1934, to accept the provisions of the IRA. Although complete reorganization efforts in California were slow to come from the Federal government, the Tribe nonetheless began developing both its governmental functions and structures to assure continued survival of the Tribe and its members. The turbulent beginnings of the Indian casino in the 1980s ultimately provided a base upon which the Santa Ynez Band began to develop their governmental capabilities and entrepreneurial infrastructure.

Today, the Tribal government oversees a number of different programs: A full-time Environmental Department, Education Committee, Elders Council and Enrollment Committee. The Tribe maintains a Social Services/Community Outreach program through its Tribal Health Clinic. These programs and services help manage and ensure the well-planned growth of the Santa Ynez Tribal government. The Tribe also has established a Culture Department and has rediscovered its Samala language and ceremonies. The Tribe, therefore, eagerly awaits the finalization of a fee-to-trust acquisition which contains a major cultural site.

Santa Ynez continues to identify goals and opportunities for the future benefit of the Tribe. They utilize the proceeds from economic development efforts to become more self-sufficient and expand the capabilities of the Tribal government, and increase the amount of usable land for tribal needs such as housing.

It is widely understood throughout Indian Country that a Tribal government's sovereignty is dependent on a land base to exercise its jurisdiction over. Thus, the preservation of the tribe's existing land base and the re-acquisition of its traditional lands have always been top philosophical priorities. Today, although land prices around the Reservation are not necessarily favorable, the Tribe is fortunate to have extra income to allocate for land acquisitions and to have had a recently approved Tribal Land Consolidation and Acquisition Plan ("TCA") which encompasses the area covered by the 1897 Quiet Title Action by the Catholic Church. The property the Tribe seeks to place into trust is within this TCA. **(Exhibit D).**

Summary

Historically the Chumash had an extensive territory ranging along the California Coast. The Tribe's reservation was established² in 1906 through grants to the Federal government from the Catholic Church. This 100 acres of land, which initially formed the Tribe's reservation, was largely unusable creek beds and flood plains. The Tribe has slowly but surely been able to increase this acreage and has purchased additional properties making the current Reservation approximately 139 acres. These properties are to be transferred back to the reservation under the jurisdiction of the Tribal Government for use and development for future generations.

This application shall demonstrate that all provisions of 25 CFR 151, Land Acquisitions, have been met to establish the conditions by which the Secretary, at her discretion (as authorized by 25 US Code Section 465), may transfer title of property from land held in fee by the Santa Ynez Band of Chumash Mission Indians to land held in trust by the United States for benefit of the Santa Ynez Band of Chumash Mission Indians. It is pursuant to these federal laws that the Tribe hereby makes the request.

SECTION: 1 REQUEST FOR SECRETARIAL ACTION

All applications must be in writing and accompanied by a duly enacted Tribal Resolution which requests Secretarial action. (25 C.F.R. 151.9)

On July 1, 2013, the Business Council of the Santa Ynez Band of Chumash Mission Indians duly adopted Resolution No. 930, authorizing the Tribal Chairperson and the Business Council to take the steps necessary to acquire and place into trust certain lands referred to as Camp 4 and within the Tribe's TCA; requesting the Secretary to take the action of transferring title from fee land owned by the Santa Ynez Band of Chumash Mission Indians to land owned by the United States of America in trust for the benefit of the Santa Ynez Band of Chumash Mission Indians through submission of a Fee-to-Trust Application; and execution of a grant deed conveying the subject property to the United States of America to be held in trust for the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Indian Reservation, California. (**See Exhibit E**).

In furtherance of the Business Council's authorization, the Tribe, through submission of this application, is requesting Secretarial action to transfer title of land from fee landed owned by Santa Ynez to land held by the United States of American in trust for the benefit of the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Indian Reservation, California.

SECTION: 2 STATUTORY AUTHORITY FOR THE ACQUISITION

All applications must cite the statutory authority for the land acquisition. (25 C.F.R. 151.10(a)).

² In 1903, the Santa Ynez Land and Improvement Company also deeded land to the Federal government for the benefit of the Tribe.

Section 5 of the Indian Reorganization Act of 1934 (48 Stat. 984), as amended, provides the authority for this acquisition. The Secretary of the Interior is also authorized to acquire and hold land in trust for the Tribe pursuant to Section 203 of the Indian Land Consolidation Act as amended. The process for securing this land acquisition is governed generally by 25 CFR Part 151.

The Santa Ynez Band of Chumash Mission Indians is recognized as an American Indian Tribe by the Secretary of the Interior (**Exhibit F**) and has been determined by the Department of Interior to have “been under Federal jurisdiction in 1934.”³

SECTION: 3 CONSISTENCY

Land acquisitions must be consistent with the policy set forth in 25 CFR 151.3. If application is not consistent with the policy, that application must state that a waiver of the regulations is being requested, and a justification for approval of the waiver should be contained within the application and/or supporting documents. (25 C.F.R. 151.3)

The Santa Ynez Band of Mission Indians has ownership of fee simple title to the property which is the subject of this application. Further, the property falls within the Tribe’s TCA. (**Exhibit D**). Moreover, as is described in more detail below and in the Tribe’s EA, the intent of the Tribe is to provide for tribal housing on much of the property. Thus, pursuant to 25 CFR sections 151.3(a), 151.3(a)(1), (2) and (3), the Tribe does hereby submit the following information and documents contained within this Application in support of its request that the Secretary of the Interior accept into trust the subject lands, as described in the ALTA Policy (**Exhibit G**) and which are within the Tribe’s TCA, for purposes of tribal housing and facilitating tribal self-determination.

SECTION: 4 JUSTIFICATION FOR ACQUISITION

The applicant must state the need for additional land (25 C.F.R. 151.10(b)).

The Santa Ynez Band of Chumash Mission Indians is a strong functioning tribal government with many capabilities and a growing economy. These are some of the tools necessary to sustain future generations, increase the Tribal enrollment, and build an ever-stronger functioning Tribe in the future. Another critical element is land as a basic resource. The Santa Ynez Tribal Government, and the life of its members, rely on the highest and best use of its land resources to provide for government infrastructure, housing, service facilities and to generate income and opportunities that contribute to Tribal self-sufficiency. While the Tribe has managed to move ahead on its existing land base, it recognizes the need to acquire more useable land for the Reservation to both develop a portion of now for housing, as well as land-bank and hold for development by future generations. The proposed action of transferring the land into trust for the benefit of the Tribe will meet the following needs:

³ Solicitor’s Opinion dated May 23, 2012.

1. Provide ample land space to provide for tribal housing for all tribal members and their families.
2. Bring land within the jurisdictional control of the Tribe, meeting the need for consistent planning, regulatory, and development practices under the single jurisdiction of the Tribe.
3. Help meet the Tribal long range needs to establish a greater reservation land base to meet its needs by increasing the reservation by approximately 1400 acres.
4. Help meet the need for a land base for future generations, land-banking, etc.
5. Help to increase Tribe's ability to exercise self-determination and to expand Tribal government.
6. Help meet the need to preserve cultural resources in the area by returning land to Tribal and DOI control in order to protect Tribal land from dumping, environmental hazard, unauthorized trespass, or jurisdictional conflict.

The current Reservation lands are highly constrained due to a variety of physical, social, and economic factors. A majority of the lands held in Trust for Santa Ynez are located in a flood plain. This land is not suitable for much, if any, development because of flooding and drainage problems. The irregular topography and flood hazards are associated with the multiple creek corridors which run throughout the property resulting in severe limitations of efficient land utilization. The current reservation has a residential capability of approximately 26 acres or 18% and an economic development capability of approximately 16 acres or 11%. The remaining 99 acres or 71% of the reservation is creek corridor and sloped areas which are difficult to impossible to develop. Therefore, the size of the usable portion of the Santa Ynez Reservation amounts to approximately 50 acres, much of which has already been developed.

The Tribe has a population of 136 tribal members and approximately 1300 lineal descendants which it must provide for. Currently, only about 17% of the tribal members and lineal descendants have housing on tribal lands. This trust land acquisition is an integral part of the Tribe's efforts to bring tribal members and lineal descendants back to the Tribe, accommodate future generations, and create a meaningful opportunity for those tribal members and lineal descendants to be a part of a tribal community revitalization effort that rebuilds tribal culture, customs and traditions. In order to meet these goals, the Tribe needs additional trust land to provide housing for tribal members and lineal descendants who currently are not accommodated with tribal housing.

Undeveloped property is at a minimum within the Santa Ynez Reservation. Lands that are undeveloped are of insufficient size for development. The northern portion of the reservation, has the Tribal Health Clinic and Tribal Government facilities, the remainder of the land utilization is specifically designed to provide residential opportunities for tribal members and lineal descendants. Any further development in the area would be appropriate only for small scale residential enhancements and does not provide sufficient acreage to build the necessary new housing for its members and lineal descendants.

The remaining acreage held in Trust for the Tribe constitutes the southern Reservation. This is a long narrow parcel of land which at times narrows to only a couple of hundred feet in width. Such narrowness imposes severe constraints on development of the property. Given the limited usable land the Tribe has to work with, it has established a plan for consolidation of lands immediately

adjacent to the Reservation and within its traditional territory. **(See Exhibits C and D)** Such TCA allows the Tribe to consolidate its holdings for purposes of tribal housing, enhancing its self-determination, beautification of the Reservation and surrounding properties, and protection and preservation of invaluable cultural resources.

Further, placing the property into trust facilitates the Tribes' TCA by allowing the Tribe to exercise its self-determination and sovereignty over the property. Land is often considered to be the single most important economic resource of an Indian tribe. Once the lands are placed under the jurisdiction of the Federal and tribal governments, the tribal right to govern the lands becomes predominant. This is important, as the inherent right to govern its own lands is one of the most essential powers of any tribal government. As with any government, the Tribe must be able to determine its own course in addressing the needs of its government and its members. Trust status for its lands is crucial to this ability.

Specifically, the Tribe must be able to manage and develop its property pursuant its own interests and goals. If the land were to remain in fee status, tribal decisions concerning the use of the land would be subject to the authority of the State of California and the County of Santa Barbara, impairing the Tribe's ability to adopt and execute its own land use decisions and development goals. Thus, in order to ensure the effective exercise of tribal sovereignty and development prerogatives with respect to the land, trust status is essential.

In addition to allowing the Tribe to work within its own regulatory scheme, trust status provides protections for the lands that the Tribe would not otherwise be able to achieve. For example, once the land is in trust, parties other than the Federal government or the Tribe, whether they be governmental or private entities, have no power over the property. Thus, these parties would not be able to obtain rights in the property through, for example, adverse possession or the power of eminent domain.

SECTION: 5 PURPOSE FOR ACQUISITION

Applicant must state the purpose(s) for which the land will be used. (25 CF.R. 151.0(c)).

As is described in more detail in the Tribe's EA, the Tribe intends to provide tribal housing and supporting infrastructure on a portion of the property. The remainder will continue to be used for economic pursuits (vineyards and a horse boarding stable), as well as for future long range planning and land banking. The property will serve to enhance the Tribe's land base as is contemplated by its TCA which supports tribal housing, infrastructure and tribal self-determination. Placing the land into trust will allow the Tribe jurisdiction over such things as the overt appearances of the property, as well as any cultural resources contained within the property. Tribal lands also comprise the heart of the non-economic resources of a tribe by serving cultural, spiritual, or educational purposes, among others. This invaluable tribal resource is protected by placing acquired fee lands in trust with the United States Government. By placing the land in trust, the potential interference with those powers by State and local governments is reduced, and the jurisdiction of the Tribe thereby solidified and preserved.

SECTION: 6
IMPACTS ON THE STATE OF CALIFORNIA AND ITS POLITICAL SUBDIVISIONS

The application must state what impacts on the state and its political subdivisions will result from removal of property from the tax rolls. (25 C.F.R. 151.10(e)).

The Tribe has practiced sound environmental stewardship of their Tribal lands and will do so with this property; therefore, there will be a positive environmental and visual impact on the neighboring county and city areas, as well as from Highway 154.

Santa Barbara County would experience a *de minimis* decrease in the amount of assessable taxes in the county by placing the property into trust and removing it from the county tax rolls. The County of Santa Barbara generated \$625 million in property taxes for the fiscal year 2011-2012 and is expected to generate \$632 million for the fiscal year 2012-2013. (**Exhibit H**) The following is a table demonstrating the taxes collected from the parcels for 2012-2013 (**See Exhibit I**):

<u>APNs</u>	<u>Taxes 2012-2013</u>
141-121-051	\$40,401.06
141-140-010	\$41,753.30
141-230-023	\$595.96
144-240-002	\$504.88

The total collectable taxes on the property for 2012-2013 were \$83,255.20, which represents far less than 1% of the total which the County expects to generate from property taxes. Therefore, the percentage of tax revenue that will be lost by transferring the land into trust would be insignificant in comparison to the total amount of revenue enjoyed by the County.

SECTION: 7
POTENTIAL JURISDICTIONAL PROBLEMS

The application must fully describe the jurisdictional problems or conflicts which may arise as a result of the intended land use, and the removal from state or local jurisdictions. (25 C.F.R. 151.10(f)).

Santa Barbara County has current jurisdiction over the land use on the property subject to this application. The County's land use regulations are presently the applicable regulations when identifying potential future land use conflicts. The property is currently zoned AG – II for agricultural uses, with a minimum lot area of 100 acres on prime and non-prime agricultural lands located within the County. (See **Exhibit J**).

There is a great need for the land to be taken into trust so that the Tribe may consolidate its land base and solidify its jurisdiction over the property owned by it. There should be no adverse jurisdictional impacts to the County because the Tribe's intended purposes of tribal housing, land consolidation and land banking are not inconsistent with the surrounding uses. As such, the County will not have any additional impacts of trying to coordinate incompatible uses. Further, the County would not have the burden or responsibility of maintaining jurisdiction over the Tribal

property. As such, the Tribe does not anticipate that there will be any adverse jurisdictional impacts by the land being taken into trust.

The land presently is subject to the full civil and criminal prohibitory jurisdiction of the State of California and Santa Barbara County. Once title to the land is accepted into trust and becomes part of the Santa Ynez Reservation, and thus becomes Indian Country, the State of California will have the same territorial and adjudicatory jurisdiction over it and over individuals and transactions that occur on it as the State now has over similar individuals and transactions in other areas of Indian Country within the state. Under PL. 280 [18 U.S.C., Section 1162 (criminal) and 28 U.S.C. Section 1360 (civil)], except as otherwise provided, the State of California would exercise concurrent jurisdiction with the Tribe to enforce criminal laws against all individuals on the land. PL. 280 also provides certain important exceptions to civil jurisdiction by the State over the tribal lands, such as extending no civil jurisdiction to tax, and denying to State courts the right to determine ownership, possession, or any interest in such trust land. Thus, provision of police services would continue to be the responsibility of the Santa Barbara County Sheriff's Department, and criminal prosecutions of criminal offenses under state statutes committed by anyone within such Indian Country would continue to be brought in State courts. However, neither the State nor the County would have jurisdiction to enforce civil regulatory laws within Indian Country against individual reservation Indians or the Tribe, such as building and zoning ordinances, rent control, etc. As such, there should be no adverse jurisdictional impacts created by placing the property into trust.

With respect to impacts to the State and County, the Tribe has consistently been cooperative with local government and service providers to assist in mitigating any adverse effects their activities may cause. For instance, the Tribe has a 2002 agreement with the Santa Barbara County Fire Department which pays for fire protection. (**Exhibit K(1)**) and the Tribe has its own Wild Lands Fire Department. The Tribe has also been able to make generous contributions to the surrounding communities. They have sponsored numerous organizations and events. These include youth programs, sports programs, and local emergency service providers such as the Sheriff's Department and Fire Department. For instance, the Tribe also pays for County Sheriff and Fire through the Special Distribution Fund created by the Tribal-State Compact and has donated over \$4.5 million to the Sheriff's Department over a 10 year period. (**Exhibits K(2)-(4)**). Moreover, the Tribe has nearly completed negotiations for a supplemental agreement to fund a full-time position on the Reservation through the Sheriff's Department. Thus the Tribe has made every effort to help mitigate any impacts to County service organizations and hopes to continue to support such community activities and services.

SECTION: 8
PROPOSED MITIGATION MEASURES

The application must state what mitigation actions are planned to reduce adverse impacts identified under Item Nos. 6 and 7 above.

The Tribe does not anticipate any adverse impacts with the use of land to be taken into Trust. The Tribe's intended purpose of tribal housing and land consolidation is consistent with the current surrounding zoning. Any mitigation measures addressing proposed impacts are contained within

the Tribe's EA submitted under separate cover. Further, impacts on the local government tax schemes and services have been addressed. (See above in Section 7.)

SECTION: 9
BIA IMPACTS AND CONTEMPLATED SERVICES

The application must identify any potential impact upon services currently provided by the BIA, or what BIA services will be requested or required if the application is approved. (25 C.F.R. 151.10(g)).

Acceptance of the acquired lands into Federal trust status should not impose any significant additional responsibilities or burdens on the BIA beyond those already inherent in the Federal trusteeship over the existing Reservation. Most of the property is currently vacant and has no forestry or mineral resources which would require BIA management. Tribal housing may require BIA leases and the infrastructure will likely require additional easements to be processed through the BIA. With respect to maintenance of the property itself, the Tribe has, and will continue to, maintain the property through its Environmental Department and other appropriate departments. Emergency services to the property are provided by City and County Fire and Police through agreements between those agencies and the Tribe.

SECTION: 10
CERTIFIED COPY OF PROPOSED DEED

An original (or certified copy) of the proposed deed to the United States of America in trust for the Santa Ynez Band of Mission Indians. The notary acknowledgment on the deed must conform to California notary law. The deed must be executed by the legal landowner(s) as evidenced by a current title report or a recent title insurance policy. For conveyances of Tribal "fee" lands, the deed must be signed by a representative of the tribe as evidenced by a duly enacted Tribal resolution.

The Santa Ynez Band of Chumash Mission Indians, on July 1, 2013, approved Resolution No. 930, which authorizes the appropriate officers of the Tribe to sign the Grant Deed referred to above. (See **Exhibit E**). A copy of that deed is attached as **Exhibit L**.

SECTION: 11
ESCROW INSTRUCTIONS

Any agreement(s) for purchase or exchange of the subject property (escrow instructions should also be included).

This section is not applicable because the Tribe has fee simple title to the property. (See **Exhibit M**).

SECTION: 12
PRELIMINARY TITLE REPORT
POLICY OF TITLE INSURANCE (ALTA)

A current title report or title policy (see Item 10 above). As required in the Standards of the U.S. Department of the Justice (see CFR 151.13), a title company must be willing to issue a final title policy on the approved U.S. form - ALTA U.S. Policy - 9/28/91 - and subject only to those exceptions acceptable to the U.S. and with liability in an amount equal to the value (most commonly the purchase price) of the subject property.

First American Title provided an ALTA Title Policy for the property (**See Exhibit G**) for the Tribe and has issued an ALTA Title insurance policy commitment for the property transfer to the United States (**See Exhibit N**) as required in the Standards of the U.S. Department of Justice (see 25 CFR 151.13) in an amount equal to the market value of the parcels.

SECTION: 13
LEGAL DESCRIPTION OF PROPERTY
SURVEY MAP

THE LAND DESCRIPTION ON THE DEED AND TITLE EVIDENCE TITLE MUST BE IDENTICAL. Metes and bounds land descriptions must be supported by a legible copy of a survey plant map (maps will be microfilmed by BIA).

These parcels described as 141-121-051, 141-140-010, 141-230-023, and 141-240-002 are shown in the land description on the deed and the evidence of title as identical, as demonstrated by **Exhibits M and N**.

The accompanying ALTA survey map is attached as **Appendix 1**.

SECTION: 14
EXCEPTIONS TO TITLE

For any exception listed on the title evidence, a copy of the referenced document must be included - e.g., rights-of-way of record; all information relevant to any existing special assessment districts; legible copies of all maps or plats referenced; deeds or judgments that might be referenced. (If monetary lien(s) exist, the Tribe must state plans(s) for their elimination at close of escrow and/or prior to acceptance of title by the U.S.)

See applicable documents attached to the Title Commitment at **Exhibit N**. **See also Exhibit O** Resolution 931 accepting the title exceptions.

SECTION: 15
RIGHTS-OF-WAY OF RECORD, SPECIAL ASSESSMENT DISTRICTS, DEEDS OR
JUDGMENT LIENS

For right-of-way of record, the Tribe must state whether or not such right will interfere with the intended use of the subject property - e.g., describe location of electrical lines; prohibit or limit land use within right-of-way area or if line is proposed for relocation (copies of any negotiated agreements should also be included).

See Appendix 1, the ALTA/ACSM Land Title Survey.

**SECTION: 16
APPRAISAL REPORT**

Application should include a copy of any appraisal report, if an appraisal is already available.

An appraisal report is not available for the property because the Tribe already owns the land in fee simple title. (See **Exhibit M**).

**SECTION: 17
NEPA COMPLIANCE**

Application must include an environmental assessment. (BIA may request additional documentation, investigations, or reports in order to be able to evaluate the impact of the trust acquisition as required by the National Environmental Policy Act).

An EA has been submitted under separate cover.

**SECTION: 18
EXISTING TERRAIN**

Application should include a description of existing terrain, existing improvements and/or occupants, statements as to whether or not there is LEGAL ACCESS to the subject property (plot maps showing existing roads, etc., and any proposed roads, structure sites, etc., are useful).

The property is situated within a relatively flat valley between the Santa Ynez Mountain and Coastal Mountain ranges and is comprised of two distinct topographical features consisting of a relatively flat valley and rolling hills. The property currently contains a vineyard operation, an operating horse stable, and a ranch house with a barn which are unoccupied. Both the vineyard operation and the horse stable are tribal operations.

The property is accessed from the west via an unimproved roadway coming off SR-154, from the north via two unimproved roadways coming off Baseline Avenue, and from the south via a roadway coming off Armour Ranch Road. There is no access to the property from the eastern boundary.

See also Appendix 1 the ALTA/ACSM Land Title Survey

**SECTION: 19
PROPOSED USE**

Off-Reservation land acquisitions for economic development must include a detailed explanation of the proposed development and how it will benefit the Tribe, e.g., Tribal employment, anticipated revenues to the Tribe and projections for increased Tribal programs or services.

The tribe intends to use the property to develop tribal housing and other related infrastructure for tribal members and lineal descendants. Moreover, the Tribe intends to continue operating the approximately 240 acres of vineyards once the land goes in to trust, as well as the horse boarding stable. A more detailed explanation of the proposed use is provided in the EA submitted under separate cover.

SECTION: 20
EVIDENCE OF TAXES PAID

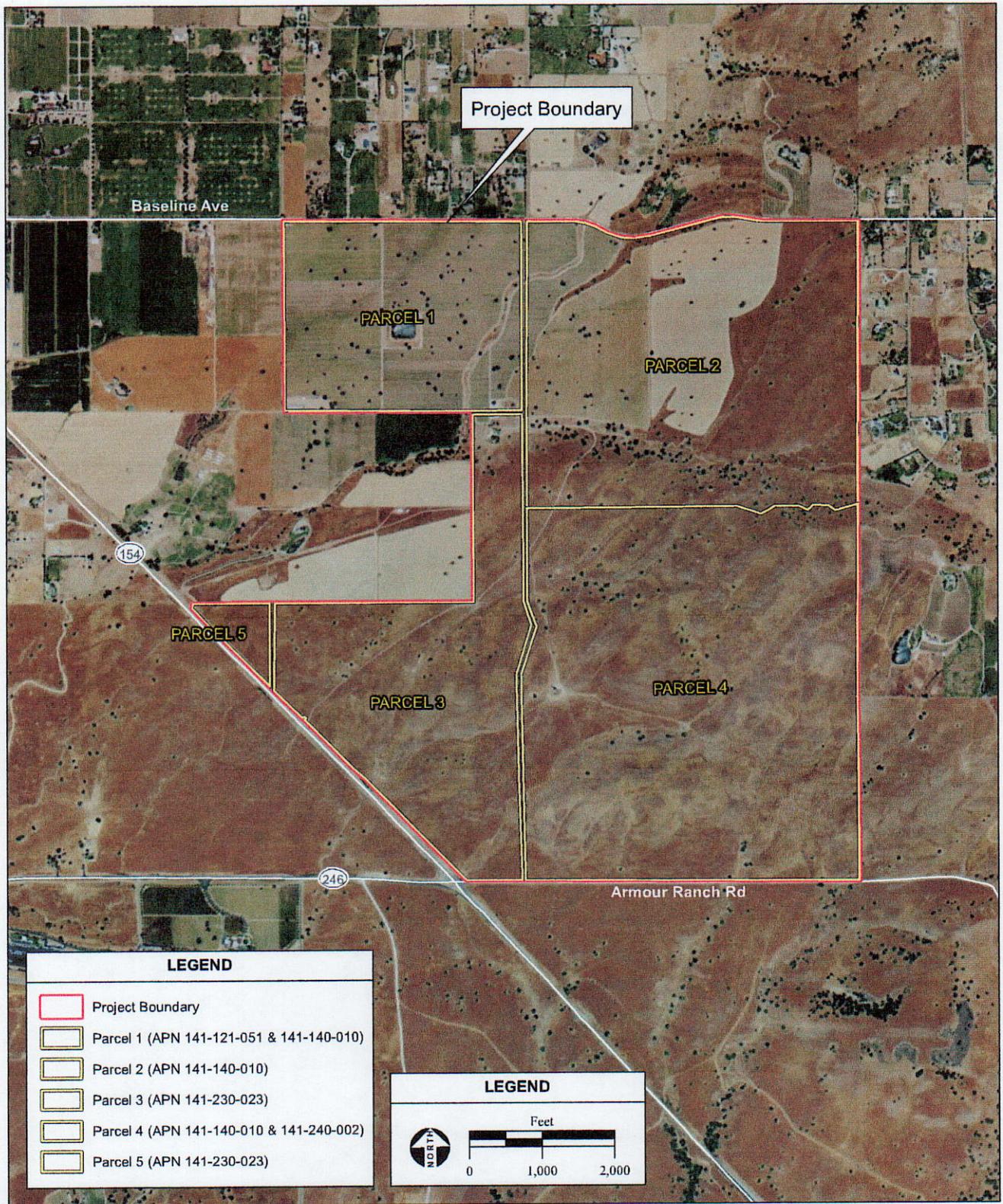
THE APPLICANT MUST PAY ALL TAXES DUE AND PAYABLE UNTIL SUCH TIME AS THE APPLICANT HAS BEEN ADVISED THAT THE PROPERTY HAS BEEN ACCEPTED INTO TRUST. THE APPLICANT MUST ALSO MAKE SURE THAT ALL FINANCIAL OBLIGATIONS ARE MET IN ORDER TO AVOID ATTACHMENT OF ANY LIENS AGAINST THE PROPERTY PROPOSED FOR TRUST ACQUISITION (e.g., Tribes are responsible for contributions to the Internal Revenue Service for Tribal employees).

All taxes to date have been paid as shown in **Exhibit P**.

SECTION: 21
PHASE I ENVIRONMENTAL ASSESSMENT

Pursuant to the BIA checklist, the subject property must also have an environmentally clean bill of health absent of contaminants, or other environmental contamination. A registered engineering firm has conducted Phase I Environmental Assessments of the subject parcels and has found them to be free of environmental contaminants. This report has been submitted under separate cover.

EXHIBIT A



SOURCE: Santa Barbara County GIS Data, 2012; Santa Ynez Band of Chumash Indians, 2011; NAIP Aerial Photograph, 6/17/2009; AES, 2012

Santa Ynez Camp 4 EA / 201551 ■

Figure 1-3
Aerial Parcel Map

EXHIBIT B

EXHIBIT C

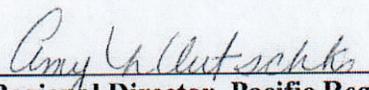


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
PACIFIC REGION

APPROVAL OF PROPOSED LAND CONSOLIDATION & ACQUISITION PLAN
SANTA YNEZ BAND OF CHUMASH INDIANS

The within Proposed Land Consolidation & Acquisition Plan, consisting of pages 1 - 9 with Exhibits A and B and Tribal Resolution #926 dated March 27, 2013, is hereby approved pursuant to 25 CFR §151.2(h) and §151.3(a)(1). All acquisition applications submitted pursuant to said plan shall be considered within the Secretary's discretion and under all applicable laws and regulations, including the National Environmental Policy Act of 1969.

Date: 6/17/13


Regional Director, Pacific Region
Bureau of Indian Affairs
Sacramento, California

Pursuant to the authority
delegated by 209 DM 8, 230 DM 1
and 3 IAM 4

Santa Ynez Band of Chumash Indians

**LAND CONSOLIDATION AND
ACQUISITION PLAN**

June 2013

Purpose and Scope

Pursuant to 25 C.F.R § 151.2(h)¹, the Santa Ynez Band of Chumash Indians ("Santa Ynez" or "Tribe") submits this Proposed Tribal Consolidation and Acquisition Plan ("Plan") for the approval of the authorized representative of the Secretary of the Interior.² The Federal Government's land acquisition policy at 25 C.F.R. 151.3(a)(1) specifically contemplates tribal consolidation areas to be akin to both on-reservation and adjacent lands with respect to acquisition for trust purposes. This means that tribal consolidation areas, like on-reservation or adjacent lands, do not require the high level of scrutiny that off-reservation acquisitions do, and further affords such acquisitions a greater level of credibility as part of a plan which has already been reviewed and approved by the BIA.

The purpose of this Plan is to assist the Tribe in acquiring additional lands in order to increase the tribal land base and provide sufficient land for housing, economic development and governmental purposes. The Tribe believes that planning for land acquisitions within the area historically held for the Tribe by the Roman Catholic Church will help the Tribe achieve its goals of providing ample housing and governmental services to its members. In addition, the Tribe has been offered restricted public domain allotments held by individual tribal members or descendants of the original Indian allottees within the Los Padres National Forest. Such lands could be used for mitigation or exchange purposes.

The Tribe's plan includes the geographical area which was the subject of the 1897 Quiet Title Action brought by the Roman Catholic Church (Bishop of Monterey), encompassing approximately 11,500 acres of the College

¹ The intent of this Tribal Consolidation and Acquisition Plan is to meet the provisions of 25 C.F.R. §§ 151.2(h) and 151.3(a)(1). See attached Exhibit A, an IBIA case that addresses this provision. The IBIA found that the Regional Director was not acting reasonably when he used the ILCA-derived criteria to assess the appellant's "Land Consolidation and Acquisition Plan." *Abesentee Shawnee Tribe. Anadarko Area Director* (1990) 18 IBIA 156, 163.

² 25 C.F.R. 151.2 (Definitions) includes, in part: (h) *Tribal consolidation area* means a specific area of land with respect to which the tribe has prepared, and the Secretary has approved, a plan for the acquisition of land in trust status for the tribe. Further, 151.3(a)(1) (Land acquisition policy) states: (1) When the property is located within the exterior boundaries of the tribe's reservation or adjacent thereto, or within a tribal consolidation area; or

Rancho ("Tribal Consolidation Area").³ As described more fully below, this area was part of the Tribe's ancestral territory and comprised most of its historic territory. The Tribal Consolidation Area was once part of the lands of Mission Santa Ines and was part of the subsequent Rancho Canada de los Pinos recognized by the U.S. government as well as being close to an individual land grant made to a Santa Ynez Chumash Indian by Mexican Gov. Micheltorena. All these lands were considered to have been the property of the Santa Ynez Mission Indians by the Spanish and Mexican governments and the Catholic Church. Even after California statehood, the Catholic Church carried forward this theory of land tenure by the Santa Ynez Chumash.

The Santa Ynez Band of Chumash Mission Indians has clear connections to the Tribal Consolidation Area based on law and cultural use. The tribal government has the opportunity to return the lost land - which it has had to purchase back - to its jurisdiction and stewardship once more through federal trust status. The intent of this Plan is to assist the Tribe with that goal.

History of the Santa Ynez Reservation

The Chumash people have been associated with the property included within this Plan and surrounding territory since time immemorial. In fact, a rich record exists of the Santa Ynez Chumash's historical connections to these lands. Archaeological evidence supports the area's use by the Chumash people before contact with the Spanish. This use continued during and after the Mission Period.

The Santa Ynez Chumash, ultimately, ended up with just a sliver of land under its jurisdiction. In 1906, the federal government placed 99 acres into federal trust around Zanja de Cota Creek. Today the Santa Ynez Indian Reservation comprises about 137 acres. This area includes unusable lands such as a streambed and an easement for a state highway that cuts through the reservation.

The acquisition of additional property within the Plan area represents an opportunity for the Chumash people to return a small portion of their historical territory to their stewardship. The goal is to create a tribal community on the land by building homes for tribal families. This also will

³ See attached Exhibit B, map of the proposed consolidation and acquisition area.

help relieve overcrowded conditions on the present reservation, where much of the housing stock was built through HUD low-income grant programs.

The Chumash have long-standing cultural and spiritual ties to the property encompassed within the Plan and the surrounding territory. The legal record - involving actions by the U.S. government, Mexican government, and the Spanish through their Mission outposts - also demonstrates the land tenure history of Santa Ynez Chumash in this territory.

Except for a brief experience with tribes in the lower Colorado River basin along the present-day Arizona border, the Chumash were the first California tribal group that Europeans encountered in what is now California. Explorer Cabrillo sailed to the islands and coastal areas inhabited by the Chumash in 1542.

The Mission Era

The Spanish built five Catholic missions among the Chumash people. Mission Santa Ines was established in 1804 as a halfway point between the Santa Barbara and La Purisma (Lompoc) missions. Each mission was granted about seven square leagues of land surrounding it for the use and support of the local Indian communities. That would have given Mission Santa Ines more than 441 square miles of land.

In practice, the missionaries and soldiers were brutal men who enslaved the local Chumash people and nearly decimated them through disease, starvation and harsh treatment. Despite this, the sentiment of the Spanish and Mexican governments and the Catholic Church was that the lands of the missions essentially were what we know of today as reservations, for the use and upkeep of the Indians. The tribal members forced to live and work near the missions were considered to be neophytes or Christianized Indians.

The Church viewed the land to be held in trust for the Indians, who had a "natural" right of occupancy. The Church and Spain considered title to the land to be with the Indians as decreed from the "laws of nature and imminent occupation." The priests were just the administrators of the land on behalf of their Indian "wards." That is, the mission activity was not accompanied by a conveyance of land to the missions themselves. Under the

Spanish theory of colonization, the mission establishments weren't intended to be permanent.

The slave-like conditions at the mission led to the Chumash Revolt of 1824. It started when soldiers flogged an Indian from La Purisma mission who was at Santa Ines. The revolt spread to the Santa Barbara and La Purisma missions and led to the burning of the Santa Ines mission. Many Chumash feared the soldiers would kill them and fled to the San Joaquin Valley. The priests and military knew they couldn't keep the missions going without the Indian slave labor so soldiers rounded up the Chumash and brought them back to the mission.

A decade after the revolt, the Mexican government secularized the missions and intended to disperse the lands to the Indians and settlers. The goal never was fully accomplished. Many Chumash did flee the mission after the secularization efforts and ended up in the area around Zanja de Cota Creek in the Canada de la Cota. The area still was considered to be within the lands of the Catholic Church.

California statehood

Statehood for California in 1850 ushered in new attempts to deal with the Chumash land. The United States and California began addressing land claims and Mexican land grants that arose from the Treaty of Guadalupe Hidalgo.

The Bishop of Monterey petitioned the Board of Commissioners in charge of land claims in California on behalf of the Catholic Church and "Christianized Indians" associated with the 20 missions across California. Among his requests: That the government confirm at least one square league area to each mission, and confirm the grants to individual Indians and communities.

The basis of the petition was two-fold. First, the Church stated it held the land in trust for the Indians. Second, the Church had valid grants based upon the laws of the Spanish and Mexican governments and the Catholic Church. The Church's view was this: The land and any revenues from it belonged to the Indians. The role of the missionaries was to make sure that the land and revenues were cared and accounted for.

The Land Claims Commission denied the claims of the individual Santa Ynez Indians. But it did grant the Bishop of Monterey the right to the Canada de los Pinos, the area that is included within the Plan. The federal government in 1861 issued a patent for those lands to the Bishop. The Chumash villages around Mission Santa Ines lands remained within the land grant.

Mission Indian Relief Act

In 1891, Congress passed the Mission Indian Relief Act designed to help those Indians who had been associated with and enslaved by the missions. Many of these communities were destitute because their land had been taken away from them. In fact, much of the land these Indians had lived and worked on was lost through the land claims settlement process and the government later gave it to settlers.

Based on the Act, the federal government created the Smiley Commission which found that the Santa Ynez Indians were primarily living in a village around the Zanja de Cota Creek area on lands they had moved to around 1835 after the secularization of the missions. The commission determined that abundant evidence existed to validate the Chumash's long period of occupancy of the mission land, but the commission could not support creating a federal reservation through the legal theory of adverse possession because the Bishop's earlier petition stated that the Church had long considered the mission lands to be "owned" by the Chumash. The Chumash could not be considered to have been in adverse possession of the land - even though the previous Land Claims Commission denied their land claims.

Church lawsuit

The Smiley Commission developed a different approach. The federal government began negotiating with the Catholic Church to obtain federal trust lands for the Santa Ynez Chumash. Part of this scheme involved the Bishop of Monterey filing a lawsuit against individual Santa Ynez tribal members in a quiet title action. With U.S. government support through the approval of the local Indian agent, the Bishop commenced a quiet title claim. The action concerned about 11,500 acres of the Rancho Canada de los Pinos, or the College Rancho.

The action was necessary because, at least according to the position held by the Bishop in his petition to the Land Claims Commission, the Church actually held the lands around the mission in trust for the Chumash. The negotiations and quiet title action resulted in an agreement in which the Bishop would convey some land to the federal government for a reservation for the Santa Ynez Band of Chumash Mission Indians.

At various times, parcels of land ranging from 5 acres to 200 acres were proposed as the property to be deeded to the United States for the Santa Ynez Chumash. Each of these proposals represented areas that were significantly less than the original mission lands (held for the local Chumash), the Rancho Canada de los Pinos (the mission lands as reconfigured by the United States), and even the combined total of the Santa Ynez individual land grants.

Ultimately, what was transferred to the United States to be held in trust for the tribe was just 99 acres, a tiny fraction of the 11,500 acres of the Rancho Canada de los Pinos that had been that had been given up without Chumash consent.

Previous Land Consolidation/Acquisition Efforts of the Tribe

As noted, the Tribe was originally conveyed a mere 99 acres for use as a Reservation. In the 1970s, the Tribe acquired an additional 27 acres which was used for HUD housing. Since that time, the Tribe has purchased additional lands for inclusion in the Reservation. In 2003, approximately 12 acres were added to the Reservation when the Tribe's fee-to-trust acquisition was granted. The Tribe has a further fee-to-trust acquisition for 6.9 acres of land contiguous to the Reservation which was approved by the Department of Interior currently pending before the IBIA. The Tribe has additionally submitted an application for 6.6 acres of land contiguous to the Reservation.

In 2010, the Tribe was able to purchase the 1390 acre Camp 4 property from Fess Parker. The Camp Four property was once part of the lands of Mission Santa Ines and part of the area included within the Quiet Title Action. Thus, the Tribe has consistently purchased land within their historic territory and within the Tribal Consolidation Area.

Provisions of the Land Consolidation and Acquisition Plan

1. *Goals.* Consistent with its prior efforts, the Tribe is pursuing two overall land-related goals. First, to the extent feasible (both financially and otherwise), the Tribe wishes to provide a sufficient land base for the Tribe to house its members, economic development and tribal government activities. Second, the Tribe wishes to promote the highest and best use of any existing and future trust land base by assuring that Tribal goals such as cultural preservation are met while at the same time still providing land for housing, economic development and other governmental functions.
2. *Need to Set Priorities.* Due to the high cost of land acquisition in the Consolidation and Acquisition area, the Tribe must prioritize its land acquisitions.
 - a. *Priorities.* With the financial and other constraints in mind, as well as the Tribe's goals and prior acquisitions, the Tribe's priority schedule for acquisition of land within the Tribal Consolidation Area will be:

CATEGORY 1 - Highest Priority: Acquisition of parcels which can be used for tribal housing, economic development and tribal governmental facilities.

CATEGORY 2 – High Priority: Acquisition of parcels contiguous to existing parcels of tribal trust land that have the potential of being used for projects of importance designated by the Tribe.

CATEGORY 3 – Medium Priority: Acquisition of parcels not contiguous to tribal trust lands, but having development potential.

CATEGORY 4 – Low Priority: Acquisition of parcels not contiguous to tribal trust lands for the purpose of increasing the tribal trust land base or of public domain allotments for purposes of increasing the tribal trust land base, exchange or mitigation.

3. *Procedure.* The Business Committee will review each potential land acquisition and determine into which category it falls. Depending on the categorization, and subject to the availability of funds, the Tribe will then determine whether to acquire the parcel or not.

Exhibit A



INTERIOR BOARD OF INDIAN APPEALS

Absentee Shawnee Tribe v. Anadarko Area Director, Bureau of Indian Affairs

18 IBIA 156 (02/20/1990)



United States Department of the Interior

OFFICE OF HEARINGS AND APPEALS
INTERIOR BOARD OF INDIAN APPEALS
4015 WILSON BOULEVARD
ARLINGTON, VA 22203

ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
v.
ANADARKO AREA DIRECTOR, BUREAU OF INDIAN AFFAIRS

IBIA 89-48-A

Decided February 20, 1990

Appeal from a decision disapproving a tribal Land Consolidation and Acquisition Plan.

Reversed and remanded.

1. Indians: Lands: Trust Acquisitions

In the absence of any statutory or regulatory criteria for the approval of a "plan for the acquisition of land in trust status for [an Indian] tribe" under 25 CFR 151.2(h), a Bureau of Indian Affairs official may devise and employ reasonable criteria to review such a plan.

2. Indians: Lands: Trust Acquisitions

It was not reasonable for the Bureau of Indian Affairs to disapprove a tribal plan for the acquisition of land in trust status under 25 CFR 151.2(h) on the basis of criteria derived from a provision in the Indian Land Consolidation Act, 25 U.S.C. § 2203 (1983 and 1984 Supps.), concerning sale or exchange of tribal lands.

APPEARANCES: F. Browning Pipestem, Esq., Norman, Oklahoma, for appellant.

OPINION BY ADMINISTRATIVE JUDGE VOGT

Appellant Absentee Shawnee Tribe of Indians of Oklahoma seeks review of a January 18, 1989, decision of the Anadarko Area Director, Bureau of Indian Affairs (BIA; appellee), disapproving its Land Consolidation and Acquisition Plan. For the reasons discussed below, the Board reverses that decision and remands this case to appellee for further consideration.

Background

In early 1987, appellant submitted a proposed Land Consolidation and Acquisition Plan to the Shawnee Agency (Agency), BIA, for review and technical assistance. This plan was developed after analysis of appellant's

existing land base and anticipated future needs. Appellant's original reservation, which was concurrent with that of the Citizen Band Potawatomi Tribe of Oklahoma, was generally bounded to the north by the North Canadian River, to the south by the South Canadian River, to the east by the eastern edge of what is presently Potawattomie County, and to the west by the Indian Meridian. Of the original reservation, only 289.25 acres are presently owned by appellant.

Concerned with such factors as a high tribal unemployment rate, low educational level, substandard housing, low standard of living and high disease rate, and its own inability to generate additional income from existing tribal lands to assist its people's economic development, appellant developed a goal of planned acquisition of additional lands in order to increase the tribal land base and gain access to new economic markets within Oklahoma. Through this plan of acquisition, appellant hoped to acquire lands suitable for economic development, develop economic enterprises, increase tribal income through an increased tax base, and create new jobs. As stated at page 18 of its proposed plan, "[t]he overall purpose of this plan is to access the Absentee Shawnee Tribe of Oklahoma to a greater geographic area which meets the aforementioned criteria [for being suitable for economic development] by extending our existing land acquisition area some thirteen and one-half (13½) miles to the west of our existing reservational boundary." ^{1/}

By letter dated July 16, 1987, the Agency Superintendent (Superintendent) informed appellant that the Anadarko Area Office (Area Office) had reviewed the draft plan and had requested (1) a map showing the intended area of acquisition in relation to the original reservation boundaries and (2) photographs of the "String of Pearls" tract, which would be the first acquisition under the plan, depicting its relation to downtown Oklahoma City.

The requested items were provided and the final plan was submitted in July 1987. The Agency sent the plan to the Area Office on September 3, 1987. The Agency indicated it found no deficiencies in the plan, but was

^{1/} Appellant indicated in its proposed plan that two opportunities had already been presented that were consistent with the plan. The first opportunity concerned a proposal from the Oklahoma City Riverfront Redevelopment Authority for appellant to acquire a tract of land consisting of approximately 60 acres along the North Canadian River within the city limits of Oklahoma City at the intersection of Interstate Routes 35 and 40. The tract, which had been part of a proposed "String of Pearls" development of 7 tracts along the river, had not been developed. The second opportunity consisted of the acquisition of an existing shopping center in Norman, Oklahoma. Both possible acquisitions apparently involved donations of land to appellant. Appellant stated at page 16 of its plan that "[b]oth of these existing situations illustrate the opportunities that the Absentee Shawnee Tribe presently cannot take advantage of as a result of the inability to acquire real property outside its historic reservation area."

concerned about the size of the proposed expansion area and staffing problems that might occur within the Agency if the plan were to be fully implemented. Despite its concerns, the Agency recommended that consideration be given to approval of the plan.

The Area Office concurred with the Agency in its statement that the proposed area of the plan might be excessive, but noted that the area could easily be scaled down. Under instructions then in effect, on September 21, 1987, the Area Office sent the plan to the Washington, D.C., BIA office for approval. The Area Office noted no problem with the plan other than the geographical size.

Subsequently, the Assistant Secretary - Indian Affairs authorized BIA Area Directors to approve off-reservation land acquisitions. Accordingly, on July 5, 1988, appellant was informed that the plan was being returned to appellee for consideration. By letter dated January 18 and received by appellant on January 24, 1989, appellee disapproved the plan, indicating that it did not meet the necessary criteria for approval and stating at page 1:

Congress has enacted a number of laws which authorize the acquisition of land in a trust status for individual Indians and Indian Tribes. None of these laws speak to authorization, recognition or creation of Land Acquisition Plans. The Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1466 [(1982) 2/]) provided for loans and loan guaranty and insurance which could be used to acquire land in a trust status for Indians and Indian Tribes within an Indian Reservation or an approved "Tribal Consolidation Area," and the Indian Land Consolidation Act of January 12, 1983 (Title II of P.L. 97-459; 96 Stat. 2515), as amended by Act of October 30, 1984 (P.L. 98-608; 98 Stat. 3171) (25 U.S.C. §§ 2201-2211 (ILCA)] provides that any tribe is authorized with the approval of the Secretary to adopt a "Land Consolidation Plan." The premise of both laws was for the purpose of

2/ 25 U.S.C. § 1466 provides:

"Title to any land purchased by a tribe or by an individual Indian with loans made from the revolving loan fund may be taken in trust unless the land is located outside the boundaries of a reservation or a tribal consolidation area approved by the Secretary. Title to any land purchased by a tribe or by an individual Indian which is outside the boundaries of the reservation or approved consolidation area may be taken in trust if the purchaser was the owner of trust or restricted interests in the land before the purchase, otherwise title shall be taken in the name of the purchasers without any restriction on alienation, control, or use. Title to personal property purchased with a loan from the revolving loan fund shall be taken in the name of the purchaser."

All further citations to the United States Code are to the 1982 edition.

eliminating fractional interests in Indian trust or restricted lands or consolidating land holdings. A consolidation area should reflect some rational plan to consolidate land. In this instance the expansion area does not meet that criteria, it gives the appearance that the tribe is seeking carte blanche authority to acquire random tracts all over the area, rather than to further any actual land consolidation plan.

On January 25, 1989, appellant asked appellee to provide it with the specific evaluation criteria that were used in disapproving the plan. When the requested information was not received, by letter dated February 21, 1989, appellant filed a notice of appeal with appellee.

By letter dated February 23, 1989, appellee provided information concerning his evaluation criteria. Appellee stated that BIA did not have specific criteria for evaluating the type of plan appellant had submitted. Therefore, he indicated that the Area Office had developed its own criteria to justify and support the decision. He stated that the phrase "tribal consolidation area" was first used in the Indian Financing Act of 1974 and that the only reference to the phrase in the act's legislative history indicated "that one of the purposes of the proposed legislation was to give tribes a method of consolidating their land base and buying up fractionated interests" (Feb. 23, 1989, letter at 1).

Appellee then looked to ILCA as a source for criteria to evaluate a "land consolidation plan." Appellee quoted 25 U.S.C. § 2203(a), which provides:

Notwithstanding any other provision of law, any tribe, acting through its governing body, is authorized, with the approval of the Secretary to adopt a land consolidation plan providing for the sale or exchange of any tribal lands or interest in lands for the purpose of eliminating undivided fractional interests in Indian trust or restricted lands or consolidating its tribal landholdings: Provided, That --

(1) the sale price or exchange value received by the tribe for land or interests in land covered by this section shall be no less than within 10 per centum of the fair market value as determined by the Secretary;

(2) if the tribal land involved in an exchange is of greater or lesser value than the land for which it is being exchanged, the tribe may accept or give cash in such exchange in order to equalize the values of the property exchanged;

(3) any proceeds from the sale of land or interests in land or proceeds received by the tribe to equalize an exchange made pursuant to this section shall be used exclusively for the purchase of other land or interests in land;

(4) the Secretary shall maintain a separate trust account for each tribe selling or exchanging land pursuant to this section consisting of the proceeds of the land sales and exchanges and shall release such funds only for the purpose of buying lands under this section; and

(5) any tribe may retain the mineral rights to such sold or exchanged lands and the Secretary shall assist such tribe in determining the value of such mineral rights and shall take such value into consideration in determining the fair market value of such lands. [3/]

Based on the requirements of ILCA, appellee determined that appellant needed to add three sections to its plan in order for it to be approvable:

1. Clearly demonstrate how the Plan will accomplish the purposes of eliminating fractional ownership or consolidating tribal lands,
2. Provide at least a general plan for the reinvestment of proceeds received from the sale of tribal land, and
3. Ensure that all sales of tribal land are for no less than fair market value.

Appellee forwarded appellant's notice of appeal to the Washington, D.C., BIA office, where it was still pending when new appeal regulations for BIA and the Board took effect on March 13, 1989. See 54 FR 6478 and

3/ Appellee's letter also included a definition of "land consolidation plan" from a draft revision of 25 CFR Part 152. Appellee recognized that the revision was not in effect, but stated that he believed the definition was consistent with the Department's position concerning land consolidation plans. The draft definition provides:

"Land consolidation plan means a detailed plan devised by a tribe and approved by the Secretary which contemplates the sale or exchange of any tribal lands or interests in land for the purpose of eliminating undivided lands or consolidating its tribal land holdings. If the reservation does not encompass an area sufficient to permit a meaningful consolidation plan, the plan may contemplate the consolidation of land in a specified area adjacent to the tribe's reservation boundaries. The plan will, at a minimum, include an explanation of how the tribe will accomplish the purposes of eliminating undivided interests or consolidating the tribal land base; a map, depicting in general, what lands or interests are covered by the plan; guidelines for the purchase of new lands with the proceeds of any lands sold or exchanged under the plan; and, designate under what authority the plan was approved or authorized by the tribe. The plan and supporting documents will be submitted to the Superintendent for approval by the Secretary."

6483 (Feb. 10, 1989). The appeal was transferred to the Board for consideration under those new procedures on May 16, 1989. Because the materials in the administrative record indicated that appellant was willing to work with BIA, by order dated May 23, 1989, the Board stayed proceedings before it pending good faith settlement negotiations between the parties.

In June 1989, discussions were held between representatives of appellant, the Area Office, and the Agency, during which the matter of the geographic area covered by appellant's plan was again addressed. However, by letter dated July 5, 1989, appellee reaffirmed his disapproval of appellant's plan, stating:

At this point, the question of area is not paramount. The issue before us is to determine if your recent transmittal complies with the provisions of [ILCA] regarding the adoption of Land Consolidation Plans. At your request, and by letter dated February 23, 1989 we provided the specific criteria utilized in evaluating your plan and also included a proposed definition which we feel is consistent with the department's current position on Land Consolidation Plans.

After receiving this letter, appellant determined that further settlement attempts would be fruitless and requested the Board to lift its stay. By order dated July 17, 1989, the Board lifted the stay and established a briefing schedule. Only appellant filed a brief.

Discussion and Conclusions

Regulations governing the acquisition of land in trust status for Indians and Indian tribes are found in 25 CFR Part 151. 25 CFR 151.3(a) provides:

Subject to the provisions contained in the acts of Congress which authorize land acquisitions, land may be acquired for a tribe in trust status (1) when the property is located within the exterior boundaries of the tribe's reservation or adjacent thereto, or within a tribal consolidation area; or, (2) when the tribe already owns an interest in the land or, (3) when the Secretary determines that the acquisition of land is necessary to facilitate tribal self-determination, economic development, or Indian housing.

Section 151.2(f) provides that "in the State of Oklahoma * * * 'Indian reservation' means that area constituting the former reservation of the tribe as defined by the Secretary." Section 151.2(h) defines "tribal consolidation area" as "a specific area of land with respect to which the tribe has prepared, and the Secretary has approved, a plan for the acquisition of land in trust status for the tribe."

Appellant's "Land Consolidation and Acquisition Plan" clearly appears to have been intended as a plan for the acquisition of land in trust status under Part 151. Appellee's initial review of the plan also appears to have been conducted under this assumption. At some point before January 1989, however, appellee began to consider the plan under criteria derived from ILCA, pursuant to which he ultimately disapproved it. The issue in this appeal is whether appellee properly employed these criteria in evaluating appellant's plan, which was ostensibly submitted for approval under 25 CFR Part 151.

[1] The Department's primary statutory authority for the acquisition of land in trust status for Indians is 25 U.S.C. § 465, which vests broad discretion in the Secretary. 4/ See State of Florida v. U.S. Department of the Interior, 768 F.2d 1248 (11th Cir. 1985), cert. denied, 475 U.S. 1011 (1986). To the extent the Secretary has promulgated regulations specifying how this authority is to be exercised, he has limited his discretion. Cf. id. at 1257 n.11. However, to the extent he has not so limited it, the discretion vested in the Secretary by section 465 remains.

The authority to approve a tribal "plan for the acquisition of land in trust status" under 25 CFR 151.2(h) is an aspect of the Secretary's discretionary authority to acquire lands in trust status. No criteria for approval of such plans are contained in Part 151. The Board is unaware of any other statutory or regulatory criteria concerning this type of plan.

The Board finds that, in the absence of statutory or regulatory criteria, appellee had the discretionary authority to analyze appellant's plan under reasonable criteria of his own devising. 5/ Appellee's initial analysis, which took into account such factors as the geographic extent of the proposed consolidation area vis-a-vis the tribe's need for additional land, and BIA's ability to provide services to the land, appears to be reasonably related to the ultimate development of a realistic and manageable plan for the trust acquisition of additional land for the tribe.

4/ 25 U.S.C. § 465 provides:

"The Secretary of the Interior is hereby authorized, in his discretion, to acquire, through purchase, relinquishment, gift, exchange, or assignment, any interest in lands, water rights, or surface rights to lands, within or without existing reservations, including trust or otherwise restricted allotments, whether the allottee be living or deceased, for the purpose of providing land for Indians."

Presumably, any trust acquisitions for appellant would be made under authority of this provision. See 25 CFR 151.5.

5/ Cf. City of Eagle Butte v. Aberdeen Area Director, 17 IBIA 192, 197, 96 I.D. 328, 331 (1989), in which the Board held that, while approval of a trust acquisition request is discretionary, in order to avoid any allegation of abuse of discretion, BIA's final decision should be reasonable in light of its overall analysis of the factors in section 151.10.

[2] The question remains whether appellee's later analysis, in which he employed "land consolidation plan" criteria derived from ILCA to evaluate a plan prepared for trust acquisition purposes, was reasonable. 25 U.S.C. § 2203, the ILCA provision concerning land consolidation plans, is directed primarily toward authorizing the sale or exchange of existing tribal lands, under certain conditions, rather than toward trust acquisition of new tribal lands. 6/ The statutory requirement that such sales or exchanges be for the purpose of "eliminating fractional interests in Indian trust or restricted lands or consolidating tribal landholdings" is clearly intended as a limitation upon alienation, rather than acquisition, of tribal lands. 7/

Appellant's plan does not contemplate the sale or exchange of any lands it presently owns, but only the acquisition of new lands. In this context, the requirements established in appellee's February 23, 1989, letter, i.e., that appellant's plan "demonstrate how [it] will accomplish the purposes of eliminating fractional ownership or consolidating tribal lands, provide at least a general plan for the reinvestment of proceeds received from the sale of tribal land, and ensure that all sales of tribal land are for no less than fair market value," are largely irrelevant.

The Board finds that it was not reasonable for appellee to employ ILCA-derived criteria, related primarily to the sale or exchange of tribal lands, to appellant's "Land Consolidation and Acquisition Plan," which was intended as a plan for the acquisition of land in trust status.

Therefore, pursuant to the authority delegated to the Board of Indian Appeals by the Secretary of the Interior, 43 CFR 4.1, the January 18, 1989, decision of the Anadarko Area Director is reversed and this case is remanded to him for further consideration. In evaluating appellant's plan, the Area Director should employ criteria bearing a reasonable relation to the

6/ Trust acquisitions are the subject of the immediately preceding section of ILCA, 25 U.S.C. § 2202, which provides:

"The provisions of section 465 of this title shall apply to all tribes notwithstanding the provisions of section 478 of this title: Provided, That nothing in this section is intended to supersede any other provision of Federal law which authorizes, prohibits, or restricts the acquisition of land for Indians which respect to any specific tribe, reservation, or state(s)."

7/ The draft definition of "land consolidation plan" quoted by appellee in his Feb. 23, 1989, letter is also directed toward transactions involving sales or exchanges of tribal land. See note 3, supra. Appellee stated that this definition was intended for inclusion in a revision of 25 CFR Part 152, where provisions concerning sale or exchange of tribal lands (e.g., 25 CFR 152.21, 152.22(b)) are presently located. He did not indicate the intended relation of this definition to Part 151.

purpose of appellant's plan as a "plan for the acquisition of land in trust status" under 25 CFR 151.2(h). 8/

//original signed

Anita Vogt
Administrative Judge

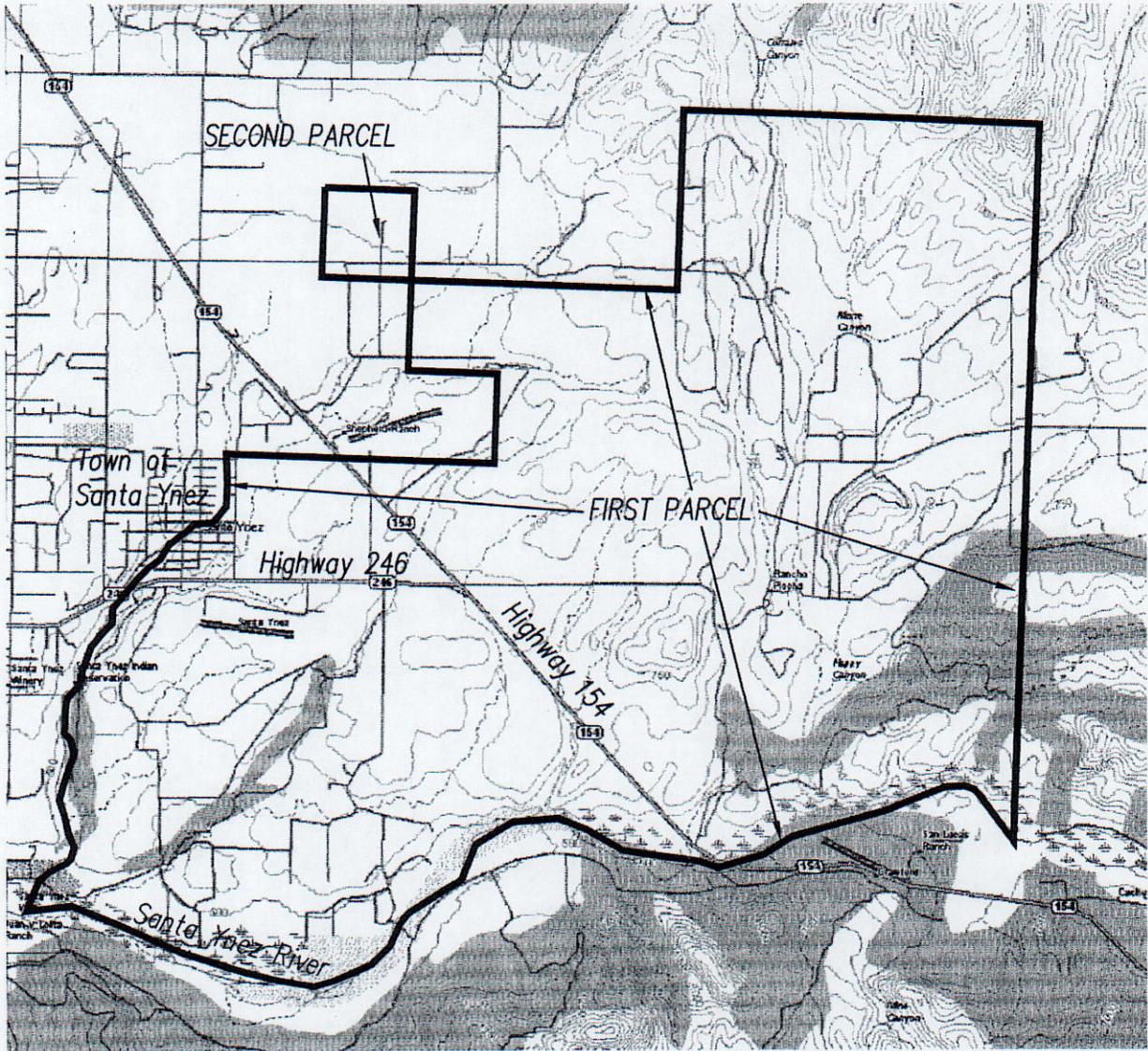
I concur:

//original signed

Kathryn A. Lynn
Chief Administrative Judge

8/ The Board notes that appellant has apparently concluded, incorrectly, that land may be taken into trust for it only if the land is located within its historic reservation or within a tribal consolidation area. See note 1, supra, and accompanying text. In fact, land may also be taken into trust under 25 CFR 151.3(a)(3) "when the Secretary determines that the acquisition of the land is necessary to facilitate tribal self-determination, economic development, or Indian housing." It is possible that the trust acquisitions sought by appellant might qualify under this criterion, regardless of the ultimate decision on its acquisition plan.

EXHIBIT B



George Y. Marchenko
10/23/07



1 inch = 5000 feet

Boundary shown is compiled from record data and is about \pm 2500 feet



624 Clarion Court
SAN LUIS OBISPO, CA 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Sketch of Legal Description of two parcels in Notice of Pendency of Action, The Roman Catholic Bishop of Monterey, Plaintiff, against Salomon Cota et al. Filed 2/23/1897; Superior Court of the County of Santa Barbara, CA. and per B/Miscellaneous Maps/447

JOB No. : 375.40
DRAWING : 1898basedwg
DRAWN BY: GM
DATE : 10/22/07
Sheet 1 of 1

EXHIBIT D

EXHIBIT E



Santa Ynez Band of Chumash Indians

P.O. Box 517 • Santa Ynez, CA 93460
805-688-7997 • Fax 805-686-9578
www.santaynezchumash.org

BUSINESS COMMITTEE

Vincent Armenta, Chairman
Richard Gomez, Vice Chairman
Kenneth Kahn, Secretary/Treasurer
David D. Dominguez, Committee Member
Gary Pace, Committee Member

Resolution No. 930

Resolution of the Business Committee of the Santa Ynez Band of Chumash Indians to Submit a Fee to Trust Application for Approximately 1400 acres

WHEREAS, the Santa Ynez Band of Chumash Indians ("Tribe") is a federally recognized Self Governance Indian Tribe by the United States Government possessing inherent powers of self-governance with duties, rights, responsibilities, and with power and authority over the lands within the exterior boundaries of the Santa Ynez Band of Chumash Indians Reservation; and

WHEREAS, Pursuant to 25 CFR 151.10 and 151.11, the Indian Reorganization Act and any other applicable federal law and/or regulations, the Santa Ynez Band of Chumash Indians ("Tribe") hereby submits to the Bureau of Indian Affairs an application to transfer the following approximately 1400 acres of real property (the "Property") within the Tribe's Tribal Land Consolidation Area and held by the Tribe in fee simple to the United State of America, to be held in trust for the Tribe (so-called "fee to trust" transfer) as listed herein and as described in more detail in Exhibit A LEGAL: DESCRIPTION attached hereto:

- Parcel 1: (APN: 141-121-51 and portion of APN: 141-140-10)
- Parcel 2: (Portion of APN: 141-140-10)
- Parcel 3: (Portions of APNs 141-230-23 and 141-140-10)
- Parcel 4: (APN: 141-240-02 and portion of APN 141-140-10)
- Parcel 5: (Portion of APN: 141-230-23)

THEREFORE BE IT RESOLVED, that the Business Committee of the Santa Ynez Band of Chumash Indians hereby requests that the United States of America, by and through the Department of the Interior and the Bureau of Indian Affairs take title to the Property to be held in trust for the Tribe, and

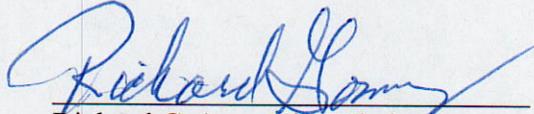
BE IT FURTHER RESOLVED, that the Business Committee authorizes the Tribal Chairman or Vice Chairman, if the Chairman is unavailable, to execute any and all documents necessary and as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereafter be necessary and appropriate to carry out the obligation there under.

This resolution supercedes any previous Tribal resolutions.

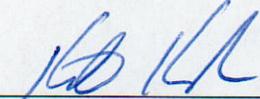
CERTIFICATION

We the undersigned, duly elected members of the Business Council of the Santa Ynez Band of Chumash Indians, do hereby certify that the foregoing resolution was adopted on July 1, 2013 by a vote of 4 in FAVOR, 0 OPPOSED, 0 ABSTAINING.

Vincent Armenta, Chairman



Richard Gomez, Vice Chairperson



Kenneth Kahn, Secretary/Treasurer

David Dominguez, Committee Member



Gary Pace, Committee Member

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)

THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY

First American Title

First American Title

RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF
THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED
APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.
THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED
DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

Order Number: 4205-3460634
Page Number: 10



First American
Title Company

Reference No.: 3460634
County: Santa Barbara

Plotted Easements

Legend

- PARCEL 1
- PARCEL 2
- PARCEL 3
- PARCEL 4
- PARCEL 5

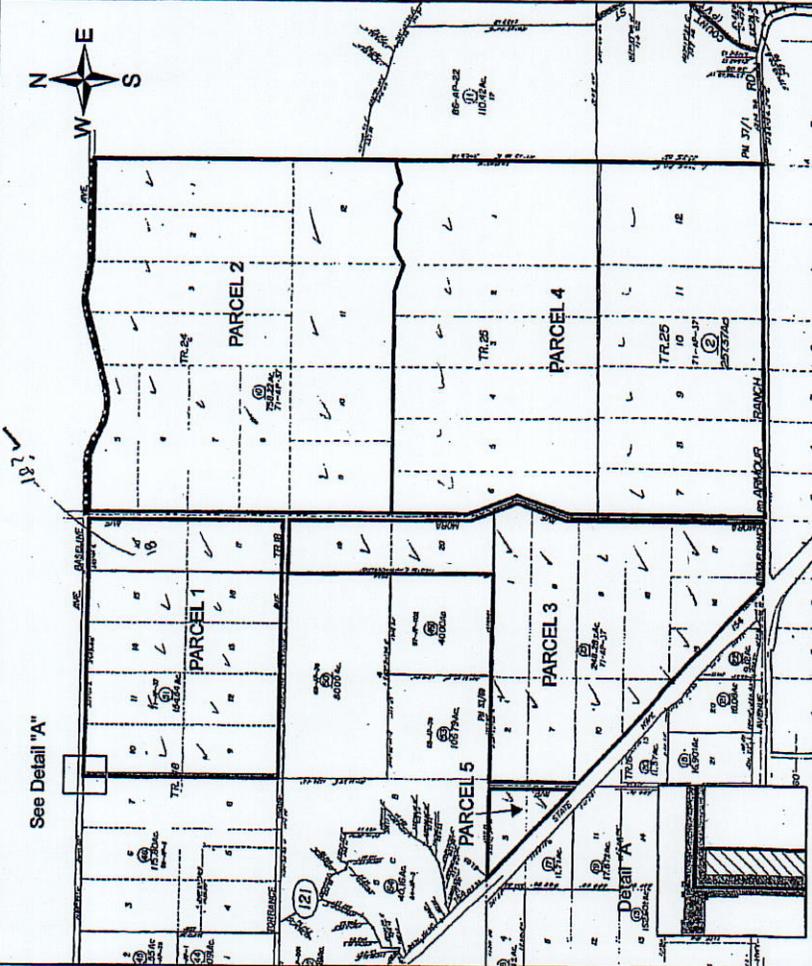
Tract Map Bk3 Pg4
(Road-Not Plottable)

10/12/1895 Bk40 Pg207
(Public Road-Not Plottable)

05/24/1955 # 9285 Bk1316
Pg276 (Road, Ingress, Egress
& Public Utilities)

05/24/1955 # 9287 Bk1316
Pg280 (Road, Ingress, Egress
& Public Utilities)

12/04/1959 # 40994
Bk1693 Pg381 (Variable
Width-Public Road)



Tax ID: Please refer Prelim for list of APN's
Short Legal: A Portion of County of Santa Barbara

Map Not
To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely on this map for any purpose other than orientation to the general location of the parcel. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

EXHIBIT F

Dated: April 30, 2013.

Reed R. Murray,

*Program Director, Central Utah Project
Completion Act, Department of the Interior.*

[FR Doc. 2013-10675 Filed 5-3-13; 8:45 am]

BILLING CODE 4310-MN-P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

[FWS-R6-ES-2013-N099;
FXES1113060000D2-123-FF06E00000]

Endangered and Threatened Wildlife and Plants; Recovery Permit Applications

AGENCY: Fish and Wildlife Service,
Interior.

ACTION: Notice of availability; request
for comments.

SUMMARY: We, the U.S. Fish and
Wildlife Service, invite the public to
comment on the following application
to conduct certain activities with
endangered or threatened species. With
some exceptions, the Endangered
Species Act of 1973, as amended (Act),
prohibits activities with endangered and
threatened species unless a Federal
permit allows such activity. The Act
requires that we invite public comment
before issuing these permits.

DATES: To ensure consideration, please
send your written comments by June 5,
2013.

ADDRESSES: You may submit comments
or requests for copies or more
information by any of the following
methods. Alternatively, you may use
one of the following methods to request
hard copies or a CD-ROM of the
documents. Please specify the permit
you are interested in by number (e.g.,
Permit No. TE-106387).

- *Email:* permitsR6ES@fws.gov.

Please refer to the respective permit
number (e.g., Permit No. TE-106387) in
the subject line of the message.

- *U.S. Mail:* Ecological Services, U.S.
Fish and Wildlife Service, P.O. Box
25486-DFC, Denver, CO 80225

- *In-Person Drop-off, Viewing, or
Pickup:* Call (303) 236-4212 to make an
appointment during regular business
hours at 134 Union Blvd., Suite 645,
Lakewood, CO 80228.

FOR FURTHER INFORMATION CONTACT:
Kathy Konishi, Permit Coordinator
Ecological Services, (303) 236-4212
(phone); permitsR6ES@fws.gov (email).

SUPPLEMENTARY INFORMATION:

Background

The Act (16 U.S.C. 1531 *et seq.*)
prohibits activities with endangered and

threatened species unless a Federal
permit allows such activity. Along with
our implementing regulations in the
Code of Federal Regulations (CFR) at 50
CFR part 17, the Act provides for
permits, and requires that we invite
public comment before issuing these
permits.

A permit granted by us under section
10(a)(1)(A) of the Act authorizes the
permittee to conduct activities with
United States endangered or threatened
species for scientific purposes,
enhancement of propagation or survival,
or interstate commerce (the latter only
in the event that it facilitates scientific
purposes or enhancement of
propagation or survival). Our
regulations implementing section
10(a)(1)(A) for these permits are found
at 50 CFR 17.22 for endangered wildlife
species, 50 CFR 17.32 for threatened
wildlife species, 50 CFR 17.62 for
endangered plant species, and 50 CFR
17.72 for threatened plant species.

Application Available for Review and Comment

We invite local, State, and Federal
agencies, and the public to comment on
the following application. Documents
and other information the applicant has
submitted are available for review,
subject to the requirements of the
Privacy Act (5 U.S.C. 552a) and
Freedom of Information Act (5 U.S.C.
552).

Permit Application Number: TE-106387

Applicant: U.S. Forest Service,
Bridger-Teton National Forest, P.O. Box
220, 29 E. Freemont Lake Road,
Pinedale, WY 82941

The applicant requests the renewal of
an existing permit to take (capture,
handle, and release) Kendall Warm
Springs dace (*Rhinichthys osculus
thermalis*) under permit TE-106387 for
the purpose of enhancing the species'
survival.

National Environmental Policy Act

In compliance with the National
Environmental Policy Act (42 U.S.C.
4321 *et seq.*), we have made an initial
determination that the proposed
activities in this permit are categorically
excluded from the requirement to
prepare an environmental assessment or
environmental impact statement (516
DM 6 Appendix 1, 1.4C(1)).

Public Availability of Comments

All comments and materials we
receive in response to this request will
be available for public inspection, by
appointment, during normal business
hours at the address listed in the
ADDRESSES section of this notice.

Before including your address, phone
number, email address, or other
personal identifying information in your
comment, you should be aware that
your entire comment—including your
personal identifying information—may
be made publicly available at any time.
While you can ask us in your comment
to withhold your personal identifying
information from public review, we
cannot guarantee that we will be able to
do so.

Authority

We provide this notice under section
10 of the Act (16 U.S.C. 1531 *et seq.*).

Dated: April 30, 2013.

Michael G. Thabault,

*Assistant Regional Director, Mountain-Prairie
Region.*

[FR Doc. 2013-10669 Filed 5-3-13; 8:45 am]

BILLING CODE 4310-55-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

AGENCY: Bureau of Indian Affairs,
Interior.

ACTION: Notice.

SUMMARY: This notice publishes the
current list of 566 tribal entities
recognized and eligible for funding and
services from the Bureau of Indian
Affairs by virtue of their status as Indian
tribes. The list is updated from the
notice published on August 10, 2012 (77
FR 47868).

FOR FURTHER INFORMATION CONTACT: Gail
Veney, Bureau of Indian Affairs,
Division of Tribal Government Services,
Mail Stop 4513-MIB, 1849 C Street
NW., Washington, DC 20240. Telephone
number: (202) 513-7641.

SUPPLEMENTARY INFORMATION: This
notice is published pursuant to Section
104 of the Act of November 2, 1994
(Pub. L. 103-454; 108 Stat. 4791, 4792),
and in exercise of authority delegated to
the Assistant Secretary—Indian Affairs
under 25 U.S.C. 2 and 9 and 209 DM 8.

Published below is a list of federally
acknowledged tribes in the contiguous
48 states and in Alaska.

Amendments to the list include name
changes and name corrections and two
additions. To aid in identifying tribal
name changes, the tribe's former name
is included with the new tribal name.
To aid in identifying corrections, the
tribe's previously listed name is
included with the tribal name. We will
continue to list the tribe's former or

previously listed name for several years before dropping the former or previously listed name from the list.

The listed entities are acknowledged to have the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them given the large number of complex Native names.

Dated: April 24, 2013.

Kevin Washburn,

Assistant Secretary—Indian Affairs.

Indian Tribal Entities Within the Contiguous 48 States Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

- Absentee-Shawnee Tribe of Indians of Oklahoma
- Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
- Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona
- Alabama-Coushatta Tribe of Texas (previously listed as the Alabama-Coushatta Tribes of Texas)
- Alabama-Quassarte Tribal Town
- Alturas Indian Rancheria, California
- Apache Tribe of Oklahoma
- Arapaho Tribe of the Wind River Reservation, Wyoming
- Aroostook Band of Micmacs (previously listed as the Aroostook Band of Micmac Indians)
- Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
- Augustine Band of Cahuilla Indians, California (previously listed as the Augustine Band of Cahuilla Mission Indians of the Augustine Reservation)
- Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
- Bay Mills Indian Community, Michigan
- Bear River Band of the Rohnerville Rancheria, California
- Berry Creek Rancheria of Maidu Indians of California
- Big Lagoon Rancheria, California
- Big Pine Paiute Tribe of the Owens Valley (previously listed as the Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation, California)
- Big Sandy Rancheria of Western Mono Indians of California (previously listed as the Big Sandy Rancheria of Mono Indians of California)
- Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
- Bishop Paiute Tribe (previously listed as the Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony, California)
- Blackfeet Tribe of the Blackfeet Indian Reservation of Montana
- Blue Lake Rancheria, California
- Bridgeport Indian Colony (previously listed as the Bridgeport Paiute Indian Colony of California)
- Buena Vista Rancheria of Me-Wuk Indians of California
- Burns Paiute Tribe (previously listed as the Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon)
- Cabazon Band of Mission Indians, California
- Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
- Caddo Nation of Oklahoma
- Cahto Tribe of the Laytonville Rancheria
- Cahuilla Band of Mission Indians of the Cahuilla Reservation, California
- California Valley Miwok Tribe, California
- Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
- Capitan Grande Band of Diegueno Mission Indians of California: (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California; Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California)
- Catawba Indian Nation (aka Catawba Tribe of South Carolina)
- Cayuga Nation
- Cedarville Rancheria, California
- Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
- Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
- Cherokee Nation
- Cheyenne and Arapaho Tribes, Oklahoma (previously listed as the Cheyenne-Arapaho Tribes of Oklahoma)
- Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota
- Chicken Ranch Rancheria of Me-Wuk Indians of California
- Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana
- Chitimacha Tribe of Louisiana
- Citizen Potawatomi Nation, Oklahoma
- Cloverdale Rancheria of Pomo Indians of California
- Cocopah Tribe of Arizona
- Coeur D'Alene Tribe (previously listed as the Coeur D'Alene Tribe of the Coeur D'Alene Reservation, Idaho)
- Cold Springs Rancheria of Mono Indians of California
- Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
- Comanche Nation, Oklahoma
- Confederated Salish and Kootenai Tribes of the Flathead Reservation
- Confederated Tribes and Bands of the Yakama Nation
- Confederated Tribes of Siletz Indians of Oregon (previously listed as the Confederated Tribes of the Siletz Reservation)
- Confederated Tribes of the Chehalis Reservation
- Confederated Tribes of the Colville Reservation
- Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians
- Confederated Tribes of the Goshute Reservation, Nevada and Utah
- Confederated Tribes of the Grand Ronde Community of Oregon
- Confederated Tribes of the Umatilla Indian Reservation (previously listed as the Confederated Tribes of the Umatilla Reservation, Oregon)
- Confederated Tribes of the Warm Springs Reservation of Oregon
- Coquille Indian Tribe (previously listed as the Coquille Tribe of Oregon)
- Cortina Indian Rancheria of Wintun Indians of California
- Coushatta Tribe of Louisiana
- Cow Creek Band of Umpqua Tribe of Indians (previously listed as the Cow Creek Band of Umpqua Indians of Oregon)
- Cowlitz Indian Tribe
- Coyote Valley Band of Pomo Indians of California
- Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota
- Crow Tribe of Montana
- Death Valley Timbi-sha Shoshone Tribe (previously listed as the Death Valley Timbi-Sha Shoshone Band of California)
- Delaware Nation, Oklahoma
- Delaware Tribe of Indians
- Dry Creek Rancheria Band of Pomo Indians, California (previously listed as the Dry Creek Rancheria of Pomo Indians of California)
- Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada
- Eastern Band of Cherokee Indians
- Eastern Shawnee Tribe of Oklahoma
- Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California
- Elk Valley Rancheria, California
- Ely Shoshone Tribe of Nevada
- Enterprise Rancheria of Maidu Indians of California
- Ewiiapaayp Band of Kumeyaay Indians, California
- Federated Indians of Graton Rancheria, California
- Flandreau Santee Sioux Tribe of South Dakota

- Forest County Potawatomi Community, Wisconsin
- Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
- Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
- Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
- Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon
- Fort McDowell Yavapai Nation, Arizona
- Fort Mojave Indian Tribe of Arizona, California & Nevada
- Fort Sill Apache Tribe of Oklahoma
- Gila River Indian Community of the Gila River Indian Reservation, Arizona
- Grand Traverse Band of Ottawa and Chippewa Indians, Michigan
- Greenville Rancheria (previously listed as the Greenville Rancheria of Maidu Indians of California)
- Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
- Guidville Rancheria of California
- Habematolel Pomo of Upper Lake, California
- Hannahville Indian Community, Michigan
- Havasupai Tribe of the Havasupai Reservation, Arizona
- Ho-Chunk Nation of Wisconsin
- Hoh Indian Tribe (previously listed as the Hoh Indian Tribe of the Hoh Indian Reservation, Washington)
- Hoopa Valley Tribe, California
- Hopi Tribe of Arizona
- Hopland Band of Pomo Indians, California (formerly Hopland Band of Pomo Indians of the Hopland Rancheria, California)
- Houlton Band of Maliseet Indians
- Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
- Iipay Nation of Santa Ysabel, California (previously listed as the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation)
- Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
- Ione Band of Miwok Indians of California
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Jackson Rancheria of Me-Wuk Indians of California
- Jamestown S'Klallam Tribe
- Jamul Indian Village of California
- Jena Band of Choctaw Indians
- Jicarilla Apache Nation, New Mexico
- Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona
- Kalispel Indian Community of the Kalispel Reservation
- Karuk Tribe (previously listed as the Karuk Tribe of California)
- Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
- Kaw Nation, Oklahoma
- Kewa Pueblo, New Mexico (previously listed as the Pueblo of Santo Domingo)
- Keweenaw Bay Indian Community, Michigan
- Kialegee Tribal Town
- Kickapoo Traditional Tribe of Texas
- Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
- Kickapoo Tribe of Oklahoma
- Kiowa Indian Tribe of Oklahoma
- Klamath Tribes
- Koi Nation of Northern California (previously listed as the Lower Lake Rancheria, California)
- Kootenai Tribe of Idaho
- La Jolla Band of Luiseno Indians, California (previously listed as the La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation)
- La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
- Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin
- Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
- Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan
- Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
- Little River Band of Ottawa Indians, Michigan
- Little Traverse Bay Bands of Odawa Indians, Michigan
- Lone Pine Paiute-Shoshone Tribe (previously listed as the Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation, California)
- Los Coyotes Band of Cahuilla and Cupeno Indians, California (previously listed as the Los Coyotes Band of Cahuilla & Cupeno Indians of the Los Coyotes Reservation)
- Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada
- Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
- Lower Elwha Tribal Community (previously listed as the Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington)
- Lower Sioux Indian Community in the State of Minnesota
- Lummi Tribe of the Lummi Reservation
- Lytton Rancheria of California
- Makah Indian Tribe of the Makah Indian Reservation
- Manchester Band of Pomo Indians of the Manchester Rancheria, California (previously listed as the Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria, California)
- Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
- Mashantucket Pequot Indian Tribe (previously listed as the Mashantucket Pequot Tribe of Connecticut)
- Mashpee Wampanoag Indian Tribal Council, Inc. (previously listed as the Mashpee Wampanoag Tribe, Massachusetts)
- Match-e-be-nash-she-wish Band of Pottawatomi Indians of Michigan
- Mechoopda Indian Tribe of Chico Rancheria, California
- Menominee Indian Tribe of Wisconsin
- Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California
- Mescalero Apache Tribe of the Mescalero Reservation, New Mexico
- Miami Tribe of Oklahoma
- Miccosukee Tribe of Indians
- Middletown Rancheria of Pomo Indians of California
- Minnesota Chippewa Tribe, Minnesota (Six component reservations: Bois Forte Band (Nett Lake); Fond du Lac Band; Grand Portage Band; Leech Lake Band; Mille Lacs Band; White Earth Band)
- Mississippi Band of Choctaw Indians
- Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada
- Mohegan Indian Tribe of Connecticut
- Mooretown Rancheria of Maidu Indians of California
- Morongo Band of Mission Indians, California (previously listed as the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation)
- Muckleshoot Indian Tribe (previously listed as the Muckleshoot Indian Tribe of the Muckleshoot Reservation, Washington)
- Narragansett Indian Tribe
- Navajo Nation, Arizona, New Mexico & Utah
- Nez Perce Tribe (previously listed as Nez Perce Tribe of Idaho)
- Nisqually Indian Tribe (previously listed as the Nisqually Indian Tribe of the Nisqually Reservation, Washington)
- Nooksack Indian Tribe
- Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana
- Northfork Rancheria of Mono Indians of California
- Northwestern Band of Shoshoni Nation (previously listed as the Northwestern Band of Shoshoni Nation of Utah (Washakie))
- Nottawaseppi Huron Band of the Potawatomi, Michigan (previously listed as the Huron Potawatomi, Inc.)

- Oglala Sioux Tribe (previously listed as the Oglala Sioux Tribe of the Pine Ridge Reservation, South Dakota)
- Ohkay Owingeh, New Mexico (previously listed as the Pueblo of San Juan)
- Omaha Tribe of Nebraska
- Oneida Nation of New York
- Oneida Tribe of Indians of Wisconsin
- Onondaga Nation
- Otoe-Missouria Tribe of Indians, Oklahoma
- Ottawa Tribe of Oklahoma
- Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes) (formerly Paiute Indian Tribe of Utah (Cedar City Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes))
- Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada
- Pala Band of Luiseno Mission Indians of the Pala Reservation, California
- Pascua Yaqui Tribe of Arizona
- Paskenta Band of Nomlaki Indians of California
- Passamaquoddy Tribe
- Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California
- Pawnee Nation of Oklahoma
- Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California
- Penobscot Nation (previously listed as the Penobscot Tribe of Maine)
- Peoria Tribe of Indians of Oklahoma
- Picayune Rancheria of Chukchansi Indians of California
- Pinoleville Pomo Nation, California (previously listed as the Pinoleville Rancheria of Pomo Indians of California)
- Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)
- Poarch Band of Creeks (previously listed as the Poarch Band of Creek Indians of Alabama)
- Pokagon Band of Potawatomi Indians, Michigan and Indiana
- Ponca Tribe of Indians of Oklahoma
- Ponca Tribe of Nebraska
- Port Gamble S'Klallam Tribe (previously listed as the Port Gamble Band of S'Klallam Indians)
- Potter Valley Tribe, California
- Prairie Band Potawatomi Nation (previously listed as the Prairie Band of Potawatomi Nation, Kansas)
- Prairie Island Indian Community in the State of Minnesota
- Pueblo of Acoma, New Mexico
- Pueblo of Cochiti, New Mexico
- Pueblo of Isleta, New Mexico
- Pueblo of Jemez, New Mexico
- Pueblo of Laguna, New Mexico
- Pueblo of Nambe, New Mexico
- Pueblo of Picuris, New Mexico
- Pueblo of Pojoaque, New Mexico
- Pueblo of San Felipe, New Mexico
- Pueblo of San Ildefonso, New Mexico
- Pueblo of Sandia, New Mexico
- Pueblo of Santa Ana, New Mexico
- Pueblo of Santa Clara, New Mexico
- Pueblo of Taos, New Mexico
- Pueblo of Tesuque, New Mexico
- Pueblo of Zia, New Mexico
- Puyallup Tribe of the Puyallup Reservation
- Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada
- Quartz Valley Indian Community of the Quartz Valley Reservation of California
- Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona
- Quileute Tribe of the Quileute Reservation
- Quinault Indian Nation (previously listed as the Quinault Tribe of the Quinault Reservation, Washington)
- Ramona Band of Cahuilla, California (previously listed as the Ramona Band or Village of Cahuilla Mission Indians of California)
- Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin
- Red Lake Band of Chippewa Indians, Minnesota
- Redding Rancheria, California
- Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California (previously listed as the Redwood Valley Rancheria of Pomo Indians of California)
- Reno-Sparks Indian Colony, Nevada
- Resighini Rancheria, California
- Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California
- Robinson Rancheria Band of Pomo Indians, California (previously listed as the Robinson Rancheria of Pomo Indians of California)
- Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota
- Round Valley Indian Tribes, Round Valley Reservation, California (previously listed as the Round Valley Indian Tribes of the Round Valley Reservation, California)
- Sac & Fox Nation of Missouri in Kansas and Nebraska
- Sac & Fox Nation, Oklahoma
- Sac & Fox Tribe of the Mississippi in Iowa
- Saginaw Chippewa Indian Tribe of Michigan
- Saint Regis Mohawk Tribe (previously listed as the St. Regis Band of Mohawk Indians of New York)
- Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona
- Samish Indian Nation (previously listed as the Samish Indian Tribe, Washington)
- San Carlos Apache Tribe of the San Carlos Reservation, Arizona
- San Juan Southern Paiute Tribe of Arizona
- San Manuel Band of Mission Indians, California (previously listed as the San Manuel Band of Serrano Mission Indians of the San Manuel Reservation)
- San Pasqual Band of Diegueno Mission Indians of California
- Santa Rosa Band of Cahuilla Indians, California (previously listed as the Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation)
- Santa Rosa Indian Community of the Santa Rosa Rancheria, California
- Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California
- Santee Sioux Nation, Nebraska
- Sauk-Suiattle Indian Tribe
- Sault Ste. Marie Tribe of Chippewa Indians, Michigan
- Scotts Valley Band of Pomo Indians of California
- Seminole Tribe of Florida (previously listed as the Seminole Tribe of Florida (Dania, Big Cypress, Brighton, Hollywood & Tampa Reservations))
- Seneca Nation of Indians (previously listed as the Seneca Nation of New York)
- Seneca-Cayuga Tribe of Oklahoma
- Shakopee Mdewakanton Sioux Community of Minnesota
- Shawnee Tribe
- Sherwood Valley Rancheria of Pomo Indians of California
- Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California
- Shinnecock Indian Nation
- Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation (previously listed as the Shoalwater Bay Tribe of the Shoalwater Bay Indian Reservation, Washington)
- Shoshone Tribe of the Wind River Reservation, Wyoming
- Shoshone-Bannock Tribes of the Fort Hall Reservation
- Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada
- Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota
- Skokomish Indian Tribe (previously listed as the Skokomish Indian Tribe of the Skokomish Reservation, Washington)
- Skull Valley Band of Goshute Indians of Utah
- Smith River Rancheria, California

- Snoqualmie Indian Tribe (previously listed as the Snoqualmie Tribe, Washington)
- Soboba Band of Luiseno Indians, California
- Sokaogon Chippewa Community, Wisconsin
- Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado
- Spirit Lake Tribe, North Dakota
- Spokane Tribe of the Spokane Reservation
- Squaxin Island Tribe of the Squaxin Island Reservation
- St. Croix Chippewa Indians of Wisconsin
- Standing Rock Sioux Tribe of North & South Dakota
- Stillaguamish Tribe of Indians of Washington (previously listed as the Stillaguamish Tribe of Washington)
- Stockbridge Munsee Community, Wisconsin
- Summit Lake Paiute Tribe of Nevada
- Suquamish Indian Tribe of the Port Madison Reservation
- Susanville Indian Rancheria, California
- Swinomish Indians of the Swinomish Reservation of Washington
- Sycuan Band of the Kumeyaay Nation
- Table Mountain Rancheria of California
- Tejon Indian Tribe
- Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)
- The Chickasaw Nation
- The Choctaw Nation of Oklahoma
- The Modoc Tribe of Oklahoma
- The Muscogee (Creek) Nation
- The Osage Nation (previously listed as the Osage Tribe)
- The Quapaw Tribe of Indians
- The Seminole Nation of Oklahoma
- Thlopthlocco Tribal Town
- Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota
- Tohono O'odham Nation of Arizona
- Tonawanda Band of Seneca (previously listed as the Tonawanda Band of Seneca Indians of New York)
- Tonkawa Tribe of Indians of Oklahoma
- Tonto Apache Tribe of Arizona
- Torres Martinez Desert Cahuilla Indians, California (previously listed as the Torres-Martinez Band of Cahuilla Mission Indians of California)
- Tulalip Tribes of Washington (previously listed as the Tulalip Tribes of the Tulalip Reservation, Washington)
- Tule River Indian Tribe of the Tule River Reservation, California
- Tunica-Biloxi Indian Tribe
- Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
- Turtle Mountain Band of Chippewa Indians of North Dakota
- Tuscarora Nation
- Twenty-Nine Palms Band of Mission Indians of California
- United Auburn Indian Community of the Auburn Rancheria of California
- United Keetoowah Band of Cherokee Indians in Oklahoma
- Upper Sioux Community, Minnesota
- Upper Skagit Indian Tribe
- Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
- Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
- Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California
- Walker River Paiute Tribe of the Walker River Reservation, Nevada
- Wampanoag Tribe of Gay Head (Aquinnah)
- Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
- White Mountain Apache Tribe of the Fort Apache Reservation, Arizona
- Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma
- Wilton Rancheria, California
- Winnebago Tribe of Nebraska
- Winnemucca Indian Colony of Nevada
- Wiyot Tribe, California (previously listed as the Table Bluff Reservation—Wiyot Tribe)
- Wyandotte Nation
- Yankton Sioux Tribe of South Dakota
- Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona
- Yavapai-Prescott Indian Tribe (previously listed as the Yavapai-Prescott Tribe of the Yavapai Reservation, Arizona)
- Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada
- Yocha Dehe Wintun Nation, California (previously listed as the Rumsey Indian Rancheria of Wintun Indians of California)
- Yomba Shoshone Tribe of the Yomba Reservation, Nevada
- Ysleta Del Sur Pueblo of Texas
- Yurok Tribe of the Yurok Reservation, California
- Zuni Tribe of the Zuni Reservation, New Mexico
- Native Entities Within the State of Alaska Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs**
- Agdaagux Tribe of King Cove
- Akiachak Native Community
- Akiak Native Community
- Alatna Village
- Algaaciq Native Village (St. Mary's)
- Allakaket Village
- Angoon Community Association
- Anvik Village
- Arctic Village (See Native Village of Venetie Tribal Government)
- Asa'carsarmiut Tribe
- Atkasuk Village (Atkasook)
- Beaver Village
- Birch Creek Tribe
- Central Council of the Tlingit & Haida Indian Tribes
- Chalkyitsik Village
- Cheesh-Na Tribe (previously listed as the Native Village of Chistochina)
- Chevak Native Village
- Chickaloon Native Village
- Chignik Bay Tribal Council (previously listed as the Native Village of Chignik)
- Chignik Lake Village
- Chilkat Indian Village (Klukwan)
- Chilkoot Indian Association (Haines)
- Chinik Eskimo Community (Golovin)
- Chuloonawick Native Village
- Circle Native Community
- Craig Tribal Association (previously listed as the Craig Community Association)
- Curyung Tribal Council
- Douglas Indian Association
- Egegik Village
- Eklutna Native Village
- Ekwok Village
- Emmonak Village
- Evansville Village (aka Bettles Field)
- Galena Village (aka Loudon Village)
- Gulkana Village
- Healy Lake Village
- Holy Cross Village
- Hoonah Indian Association
- Hughes Village
- Huslia Village
- Hydaburg Cooperative Association
- Igiugig Village
- Inupiat Community of the Arctic Slope
- Iqurmit Traditional Council
- Ivanoff Bay Village
- Kaguyak Village
- Kaktovik Village (aka Barter Island)
- Kasigluk Traditional Elders Council
- Kenaitze Indian Tribe
- Ketchikan Indian Corporation
- King Island Native Community
- King Salmon Tribe
- Klawock Cooperative Association
- Knik Tribe
- Kokhanok Village
- Koyukuk Native Village
- Levelock Village
- Lime Village
- Manley Hot Springs Village
- Manokotak Village
- McGrath Native Village
- Mentasta Traditional Council
- Metlakatla Indian Community, Annette Island Reserve
- Naknek Native Village
- Native Village of Afognak
- Native Village of Akhiok
- Native Village of Akutan
- Native Village of Aleknagik
- Native Village of Ambler
- Native Village of Atka

EXHIBIT G



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY  PRESIDENT
ATTEST  SECRETARY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: **4205-3460634**

Policy No.: **4201-3460634**

Address Reference: 4400 BASELINE AVENUE, SANTA YNEZ, CA

Amount of Insurance: \$40,000,000.00

Premium: \$23,600.00

Date of Policy: April 01, 2010 at 8:00 a.m.

1. Name of Insured:

Santa Ynez Band of Mission Indians

2. The estate or interest in the Land that is insured by this policy is:

A Fee.

3. Title is vested in:

Santa Ynez Band of Mission Indians

4. The Land referred to in this policy is described as follows:

Real property in the unincorporated area of the County of SANTA BARBARA, State of California, described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF

CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)

THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

APN: 141-140-10 and 141-121-51 and 141-230-23 and 141-240-02

SCHEDULE B

File No.: **4205-3460634**

Policy No.: **4201-3460634**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General and special taxes and assessments for the fiscal year 2010-2011, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Any rights, interests or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by unnamed creeks.
5. Rights of the public in and to that portion of the land lying within any road, street or highways.
6. An easement shown or dedicated on the Map as referred to in the legal description

For: Road and incidental purposes.
7. An easement for public road and incidental purposes, recorded October 12, 1895 in Book 40 of Deeds, Page 207.
In Favor of: Santa Barbara County
Affects: As described therein
8. An easement for road, ingress, egress and public utilities and incidental purposes, recorded May 24, 1955 as Instrument No. 9285 in Book 1316, Page 276 of Official Records.
In Favor of: Williard W. Shepherd and Norma D. Shepherd, husband and wife, as joint tenants
Affects: Lots 9 and 10 of Parcel 1
9. An easement for road purposes, ingress, egress and public utilities and incidental purposes, recorded May 24, 1955 as Instrument No. 9287 in Book 1316, Page 280 of Official Records.
In Favor of: Titus A. Giorgi, et ux
Affects: Lots 9 and 10 of Parcel 1

Affects: As described therein
10. An easement for public road and incidental purposes, recorded December 4, 1959 as Instrument No. 40994 in Book 1693, Page 381 of Official Records and conditions contained therein.
In Favor of: County of Santa Barbara
Affects: As described therein

11. Abutter's rights of ingress and egress to or from State Highway 154 have been relinquished in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records, except as therein provided.
12. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records.
13. An easement for water line and equipment passing and incidental purposes, recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records and conditions contained therein.
In Favor of: Joan Vickers Crawford, Executor of the Will of Anna V. Crawford
Affects: Portion of Parcel Three, should same cross or intersect said land
14. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 3, 1972 as Instrument No. 3889 in Book 2385, Page 431 of Official Records.
15. The terms and provisions contained in the document entitled "Judgment by Stipulation of the Parties" recorded November 8, 2004 as Instrument No. 04-118646 of Official Records.

Which among other things contains provisions for the repair and maintenance of the "Easement Area".

Affects: Lots 9 and 10 of Parcel 1
16. Rights of parties in possession.
17. Unrecorded grape purchase contracts as disclosed to the Company.
18. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ExpressMap compiled by First American Title Insurance Company, Commercial Due Diligence Services on March 31, 2010, designated Job Number Express Map EM 5595:
 - a) Ranch roads, driveways, trails, flood zone designations as shown thereon.
 - b) Improvements have been constructed within that portion of Torrance Avenue lying between Parcels One and Three.
 - c) Overhead utility lines

EXHIBIT H

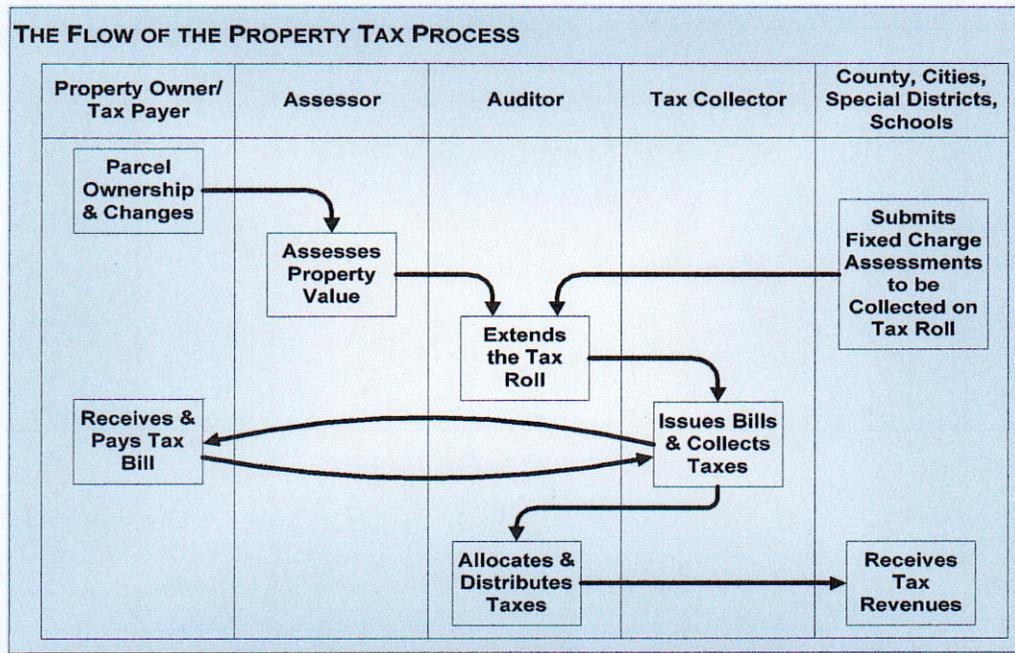


Property Tax Highlights

County of Santa Barbara
Fiscal Year July 1, 2012 to June 30, 2013

PROPERTY TAX PROCESS

Today California schools, counties, cities and special districts depend on property taxes as a primary source of discretionary revenue. Property taxes raised \$625 million for local governments within the boundaries of Santa Barbara County during fiscal year 2011-12 and is expected to generate \$632 million for fiscal year 2012-13. The *Property Tax Highlights* is intended to provide an overview of the property tax process in Santa Barbara County. It includes highlights of current results and a broad description of how property taxes are generated from the taxpayers and distributed to local government agencies. Please visit our website located at www.co.santa-barbara.ca.us/auditor to view or download copies of The *Property Tax Highlights* and our other publications.



The Proposition 13 property tax initiative approved overwhelmingly by California voters in 1978 is the basis for the current tax process. Proposition 13 limits the property tax rate to 1% of assessed value, plus the rate necessary to fund local voter-approved bonds. It limits property tax increases to a maximum of 2% per year on properties not involved in a change of ownership or properties that did not undergo new construction. Newly acquired property is assessed at its new market value (usually the purchase price) and the value of any new construction is added to the existing base value of a parcel.

Since the passage of Proposition 13, the California legislature and the voters have continually altered, interpreted, and implemented changes in the property tax laws. We hope this publication helps to explain some of the complexities of Proposition 13 and subsequent statutes that govern the property tax process. We welcome your comments and questions which can be emailed to us at auditorpropertytax@co.santa-barbara.ca.us.

THREE ELECTED COUNTY OFFICIALS PROVIDE MANY OF THE CHECKS AND BALANCES THAT GOVERN THIS TAX PROCESS

Joseph E. Holland, CPFO
County Clerk, Recorder and Assessor
(805) 568-2550
<http://sbcassessor.com>

Robert W. Geis CPA, CPFO
Auditor-Controller
(805) 568-2181
www.co.santa-barbara.ca.us/auditor

Harry E. Hagen, CPA, CPFO
Treasurer Tax-Collector
(805) 568-2920
<http://sbtaxes.org>

EXHIBIT I



HARRY E. HAGEN, CPA
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 FEDERAL TAX ID# 95-6002833

P.O. BOX 579 SANTA
 BARBARA, CA 93102-0579
 (805)568-2920 SANTA BARBARA
 (805)346-8330 SANTA MARIA

**2012-2013
 SECURED TAX STATEMENT**

FOR THE FISCAL YEAR JULY 1, 2012 TO JUNE 30, 2013

PARCEL NUMBER
 14112151-00-5

ASSESSEE ON JANUARY 1, 2012
 INTENTIONALLY OMITTED

CORTAC-SUBSCRIBER

LOAN NUMBER

ADDRESS OF PROPERTY

CA

MAIL TO

INTENTIONALLY OMITTED

ASSESSED VALUE

LAND/MINERAL RIGHTS	1,371,590
IMPROVEMENTS	2,473,268
PERSONAL PROPERTY	0
GROSS TOTAL	3,844,858
HOMEOWNER'S EXEMPTION	0
OTHER EXEMPTIONS	0
NET TOTAL	3,844,858
TAX AMOUNTS	
BASIC PROPERTY TAX	40,399.84
SPECIAL DISTRICTS	0.00
FIXED CHARGES	1.22
TOTAL TAX	40,401.06

TAX RATE AREA NUMBER	TAX RATE PERCENT	PRIOR YEARS TAXES	FIRST INSTALLMENT	SECOND INSTALLMENT	TOTAL
62-023	1.05075	NONE	\$20,200.53	\$20,200.53	\$40,401.06
		DELINQUENT	DUE NOV. 1, 2012 DELINQUENT AFTER DEC. 10, 2012	DUE FEB. 1, 2013 DELINQUENT AFTER APRIL 10, 2013	TAXES DUE

TAX DISTRIBUTION BY AGENCY		AMOUNT	TAX DISTRIBUTION BY AGENCY		AMOUNT
BASIC PROPERTY TAXES:					
0001	PROPOSITION 13: 1% TAX	568-2124	\$38,448.58		
6651	COLLEGE ELEM BOND 2004	686-7300	\$990.05		
9421	ALLAN HANCOCK CC BOND 2006	922-6966	\$961.21		
	TOTAL BASIC PROPERTY TAXES:		\$40,399.84		
FIXED CHARGES:					
2591	STA YNEZ FLD ZNE BENEFIT	568-3449	\$1.22		
	TOTAL FIXED CHARGES:		\$1.22		
	TOTAL TAXES		\$40,401.06		

2 **2012-2013**
 WHEN PAYING 2ND INSTALLMENT,
 RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY PLUS \$30.00 CHARGE MUST BE INCLUDED
 IF NOT PAID BY 5:00 PM OR U.S. POSTMAKED BY APRIL
 10, 2013

\$22,250.58

SECOND INSTALLMENT PAID

BILL NUMBER
 14112151-00-5-2

DELINQUENT
NONE

PRIOR YEAR TAXES CONTACT OUR
 OFFICE FOR CURRENT AMOUNT

1ST INSTALLMENT MUST BE PAID BEFORE 2ND
 INSTALLMENT. TO PAY TOTAL AMOUNTS OF 1ST AND
 2ND INSTALLMENTS, SEND BOTH STUBS

THIS AMOUNT DUE
 FEB. 1, 2013 **\$20,200.53**
 DELINQUENT AFTER
 APRIL 10, 2013

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 P.O. BOX 579
 SANTA BARBARA, CA 93102-0579

CHECK THIS BOX FOR ADDRESS CHANGES ON
 REVERSE

000122001411215100513041000000202005380000022250588

1 **2012-2013**
 WHEN PAYING 2ND INSTALLMENT,

FIRST INSTALLMENT PAID

THIS AMOUNT DUE
 NOV. 1, 2012 **\$20,200.53**



HARRY E. HAGEN, CPA
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 FEDERAL TAX ID# 95-6002833

P.O. BOX 579 SANTA
 BARBARA, CA 93102-0579
 (805)568-2920 SANTA BARBARA
 (805)346-8330 SANTA MARIA

2012-2013
SECURED TAX STATEMENT
 FOR THE FISCAL YEAR JULY 1, 2012 TO JUNE 30, 2013

PARCEL NUMBER 14114010-00-3	ASSEESSEE ON JANUARY 1, 2012 INTENTIONALLY OMITTED	CORTAC-SUBSCRIBER	LOAN NUMBER
ADDRESS OF PROPERTY 4400 BASELINE AVE SANTA YNEZ CA 93460		ASSESSED VALUE	
MAIL TO INTENTIONALLY OMITTED		LAND/MINERAL RIGHTS	1,237,084
		IMPROVEMENTS	2,723,879
		PERSONAL PROPERTY	0
		GROSS TOTAL	3,960,963
		HOMEOWNER'S EXEMPTION	0
		OTHER EXEMPTIONS	0
		NET TOTAL	3,960,963
		TAX AMOUNTS	
		BASIC PROPERTY TAX	41,619.81
		SPECIAL DISTRICTS	0.00
		FIXED CHARGES	133.49
		TOTAL TAX	41,753.30

TAX RATE AREA NUMBER	TAX RATE PERCENT	PRIOR YEARS TAXES	FIRST INSTALLMENT	SECOND INSTALLMENT	TOTAL
62-023	1.05075	NONE	\$20,876.65	\$20,876.65	\$41,753.30
		DELINQUENT	DUE NOV. 1, 2012 DELINQUENT AFTER DEC. 10, 2012	DUE FEB. 1, 2013 DELINQUENT AFTER APRIL 10, 2013	TAXES DUE

TAX DISTRIBUTION BY AGENCY		AMOUNT	TAX DISTRIBUTION BY AGENCY		AMOUNT
BASIC PROPERTY TAXES:					
0001	PROPOSITION 13: 1% TAX	568-2124	\$39,609.62		
6651	COLLEGE ELEM BOND 2004	686-7300	\$1,019.95		
9421	ALLAN HANCOCK CC BOND 2006	922-6966	\$990.24		
TOTAL BASIC PROPERTY TAXES:			\$41,619.81		
FIXED CHARGES:					
2591	STA YNEZ FLD ZNE BENEFIT	568-3449	\$133.49		
TOTAL FIXED CHARGES:			\$133.49		
TOTAL TAXES			\$41,753.30		

2 **2012-2013**
 WHEN PAYING 2ND INSTALLMENT,
 RETURN THIS STUB WITH YOUR REMITTANCE

SECOND INSTALLMENT PAID

1ST INSTALLMENT MUST BE PAID BEFORE 2ND
 INSTALLMENT. TO PAY TOTAL AMOUNTS OF 1ST AND
 2ND INSTALLMENTS, SEND BOTH STUBS.

INTENTIONALLY OMITTED

10% PENALTY PLUS \$30.00 CHARGE MUST BE INCLUDED
 IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY APRIL
 10, 2013

\$22,994.31

CHECK THIS BOX FOR ADDRESS CHANGES ON
 REVERSE



000122001411401000313041000000208766520000022994315

BILL NUMBER

14114010-00-3-2

DELINQUENT

NONE

PRIOR YEAR TAXES CONTACT OUR
 OFFICE FOR CURRENT AMOUNT

THIS AMOUNT DUE
 FEB. 1, 2013 **\$20,876.65**
 DELINQUENT AFTER
 APRIL 10, 2013

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 P.O. BOX 579
 SANTA BARBARA, CA 93102-0579

1 **2012-2013**
 WHEN PAYING 2ND INSTALLMENT,
 RETURN THIS STUB WITH YOUR REMITTANCE

FIRST INSTALLMENT PAID

THIS AMOUNT DUE
 NOV. 1, 2012 **\$20,876.65**
 DELINQUENT AFTER
 DEC 10, 2012

INTENTIONALLY OMITTED

10% PENALTY MUST BE INCLUDED IF NOT PAID BY
 5:00 PM OR U.S. POSTMARKED BY DECEMBER 10,
 2012

\$22,964.31

CHECK THIS BOX FOR ADDRESS CHANGES ON
 REVERSE



000121001411401000312121000000208766520000022964314

BILL NUMBER

14114010-00-3-1

DELINQUENT

NONE

PRIOR YEAR TAXES CONTACT OUR
 OFFICE FOR CURRENT AMOUNT

TOTAL AMOUNT OF 1ST & 2ND
 INSTALLMENTS* **\$41,753.30**

*MAIL BOTH STUBS WHEN PAYING TOTAL AMOUNT

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 P.O. BOX 579
 SANTA BARBARA, CA 93102-0579



HARRY E. HAGEN, CPA
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 FEDERAL TAX ID# 95-6002833

P.O. BOX 579 SANTA
 BARBARA, CA 93102-0579
 (805)568-2920 SANTA BARBARA
 (805)346-8330 SANTA MARIA

2012-2013
SECURED TAX STATEMENT
 FOR THE FISCAL YEAR JULY 1, 2012 TO JUNE 30, 2013

PARCEL NUMBER 14123023-00-3 ASSESSEE ON JANUARY 1, 2012 INTENTIONALLY OMITTED
 CORTAC-SUBSCRIBER LOAN NUMBER

ADDRESS OF PROPERTY		ASSESSED VALUE	
CA	MAIL TO	LAND/MINERAL RIGHTS	54,898
		IMPROVEMENTS	0
		PERSONAL PROPERTY	0
		GROSS TOTAL	54,898
		HOMEOWNER'S EXEMPTION	0
		OTHER EXEMPTIONS	0
		NET TOTAL	54,898
		TAX AMOUNTS	
		BASIC PROPERTY TAX	576.85
		SPECIAL DISTRICTS	0.00
		FIXED CHARGES	19.11
		TOTAL TAX	595.96

TAX RATE AREA NUMBER	TAX RATE PERCENT	PRIOR YEARS TAXES	FIRST INSTALLMENT	SECOND INSTALLMENT	TOTAL
62-023	1.05075	NONE	\$297.98	\$297.98	\$595.96
		DELINQUENT	DUE NOV. 1, 2012 DELINQUENT AFTER DEC. 10, 2012	DUE FEB. 1, 2013 DELINQUENT AFTER APRIL 10, 2013	TAXES DUE

TAX DISTRIBUTION BY AGENCY		AMOUNT	TAX DISTRIBUTION BY AGENCY		AMOUNT
BASIC PROPERTY TAXES:					
0001	PROPOSITION 13: 1% TAX	568-2124	\$548.99		
6651	COLLEGE ELEM BOND 2004	686-7300	\$14.14		
9421	ALLAN HANCOCK CC BOND 2006	922-6966	\$13.72		
TOTAL BASIC PROPERTY TAXES:			\$576.85		
FIXED CHARGES:					
2591	STA YNEZ FLD ZNE BENEFIT	568-3449	\$19.11		
TOTAL FIXED CHARGES:			\$19.11		
TOTAL TAXES			\$595.96		

2
 2012-2013
 WHEN PAYING 2ND INSTALLMENT,
 RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY PLUS \$30.00 CHARGE MUST BE INCLUDED
 IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY APRIL
 10, 2013

\$357.77

SECOND INSTALLMENT PAID

BILL NUMBER
 14123023-00-3-2

DELINQUENT
 NONE

PRIOR YEAR TAXES CONTACT OUR
 OFFICE FOR CURRENT AMOUNT

1ST INSTALLMENT MUST BE PAID BEFORE 2ND
 INSTALLMENT. TO PAY TOTAL AMOUNTS OF 1ST AND
 2ND INSTALLMENTS, SEND BOTH STUBS.

THIS AMOUNT DUE
 FEB. 1, 2013 **\$297.98**
 DELINQUENT AFTER
 APRIL 10, 2013

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 P.O. BOX 579
 SANTA BARBARA, CA 93102-0579

CHECK THIS BOX FOR ADDRESS CHANGES ON
 REVERSE

000122001412302300313041000000002979800000000357779

1
 2012-2013
 WHEN PAYING 2ND INSTALLMENT,
 RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY MUST BE INCLUDED IF NOT PAID BY
 5:00 PM OR U.S. POSTMARKED BY DECEMBER 10,
 2012

\$327.77

FIRST INSTALLMENT PAID

BILL NUMBER
 14123023-00-3-1

DELINQUENT
 NONE

PRIOR YEAR TAXES CONTACT OUR
 OFFICE FOR CURRENT AMOUNT

THIS AMOUNT DUE
 NOV. 1, 2012 **\$297.98**
 DELINQUENT AFTER
 DEC 10, 2012

TOTAL AMOUNT OF 1ST & 2ND
 INSTALLMENTS* **\$595.96**

*MAIL BOTH STUBS WHEN PAYING TOTAL AMOUNT

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 P.O. BOX 579
 SANTA BARBARA, CA 93102-0579

CHECK THIS BOX FOR ADDRESS CHANGES ON
 REVERSE

000121001412302300312121000000002979800000000327778



HARRY E. HAGEN, CPA
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 FEDERAL TAX ID# 95-6002833

P.O. BOX 579 SANTA
 BARBARA, CA 93102-0579
 (805)568-2920 SANTA BARBARA
 (805)346-8330 SANTA MARIA

2012-2013
SECURED TAX STATEMENT
 FOR THE FISCAL YEAR JULY 1, 2012 TO JUNE 30, 2013

PARCEL NUMBER 14124002-00-6	ASSEESSEE ON JANUARY 1, 2012 INTENTIONALLY OMITTED	CORTAC-SUBSCRIBER	LOAN NUMBER
ADDRESS OF PROPERTY CA		ASSESSED VALUE	
MAIL TO INTENTIONALLY OMITTED		LAND/MINERAL RIGHTS	46,168
		IMPROVEMENTS	0
		PERSONAL PROPERTY	0
		GROSS TOTAL	46,168
		HOMEOWNER'S EXEMPTION	0
		OTHER EXEMPTIONS	0
		NET TOTAL	46,168
		TAX AMOUNTS	
		BASIC PROPERTY TAX	485.11
		SPECIAL DISTRICTS	0.00
		FIXED CHARGES	19.77
		TOTAL TAX	504.88

TAX RATE AREA NUMBER	TAX RATE PERCENT	PRIOR YEARS TAXES	FIRST INSTALLMENT	SECOND INSTALLMENT	TOTAL
62-023	1.05075	NONE	\$252.44	\$252.44	\$504.88
DELINQUENT			DUE NOV. 1, 2012 DELINQUENT AFTER DEC. 10, 2012	DUE FEB. 1, 2013 DELINQUENT AFTER APRIL 10, 2013	TAXES DUE

TAX DISTRIBUTION BY AGENCY			AMOUNT	TAX DISTRIBUTION BY AGENCY			AMOUNT
BASIC PROPERTY TAXES:							
0001	PROPOSITION 13: 1% TAX	568-2124	\$461.68				
6651	COLLEGE ELEM BOND 2004	686-7300	\$11.89				
9421	ALLAN HANCOCK CC BOND 2006	922-6966	\$11.54				
TOTAL BASIC PROPERTY TAXES:			\$485.11				
FIXED CHARGES:							
2591	STA YNEZ FLD ZNE BENEFIT	568-3449	\$19.77				
TOTAL FIXED CHARGES:			\$19.77				
TOTAL TAXES			\$504.88				

2 **2012-2013**
 WHEN PAYING 2ND INSTALLMENT,
 RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY PLUS \$30.00 CHARGE MUST BE INCLUDED
 IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY APRIL
 10, 2013

\$307.68

SECOND INSTALLMENT PAID

BILL NUMBER
 14124002-00-6-2

DELINQUENT
 NONE

PRIOR YEAR TAXES CONTACT OUR
 OFFICE FOR CURRENT AMOUNT

1ST INSTALLMENT MUST BE PAID BEFORE 2ND
 INSTALLMENT. TO PAY TOTAL AMOUNTS OF 1ST AND
 2ND INSTALLMENTS, SEND BOTH STUBS.

THIS AMOUNT DUE
 FEB. 1, 2013 **\$252.44**
 DELINQUENT AFTER
 APRIL 10, 2013

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 P.O. BOX 579
 SANTA BARBARA, CA 93102-0579

CHECK THIS BOX FOR ADDRESS CHANGES ON
 REVERSE

000122001412400200613041000000002524430000000307686

1 **2012-2013**
 WHEN PAYING 2ND INSTALLMENT,
 RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY MUST BE INCLUDED IF NOT PAID BY
 5:00 PM OR U.S. POSTMARKED BY DECEMBER 10,
 2012

\$277.68

FIRST INSTALLMENT PAID

BILL NUMBER
 14124002-00-6-1

DELINQUENT
 NONE

PRIOR YEAR TAXES CONTACT OUR
 OFFICE FOR CURRENT AMOUNT

THIS AMOUNT DUE
 NOV. 1, 2012 **\$252.44**
 DELINQUENT AFTER
 DEC 10, 2012

TOTAL AMOUNT OF 1ST & 2ND
 INSTALLMENTS* **\$504.88**

*MAIL BOTH STUBS WHEN PAYING TOTAL AMOUNT

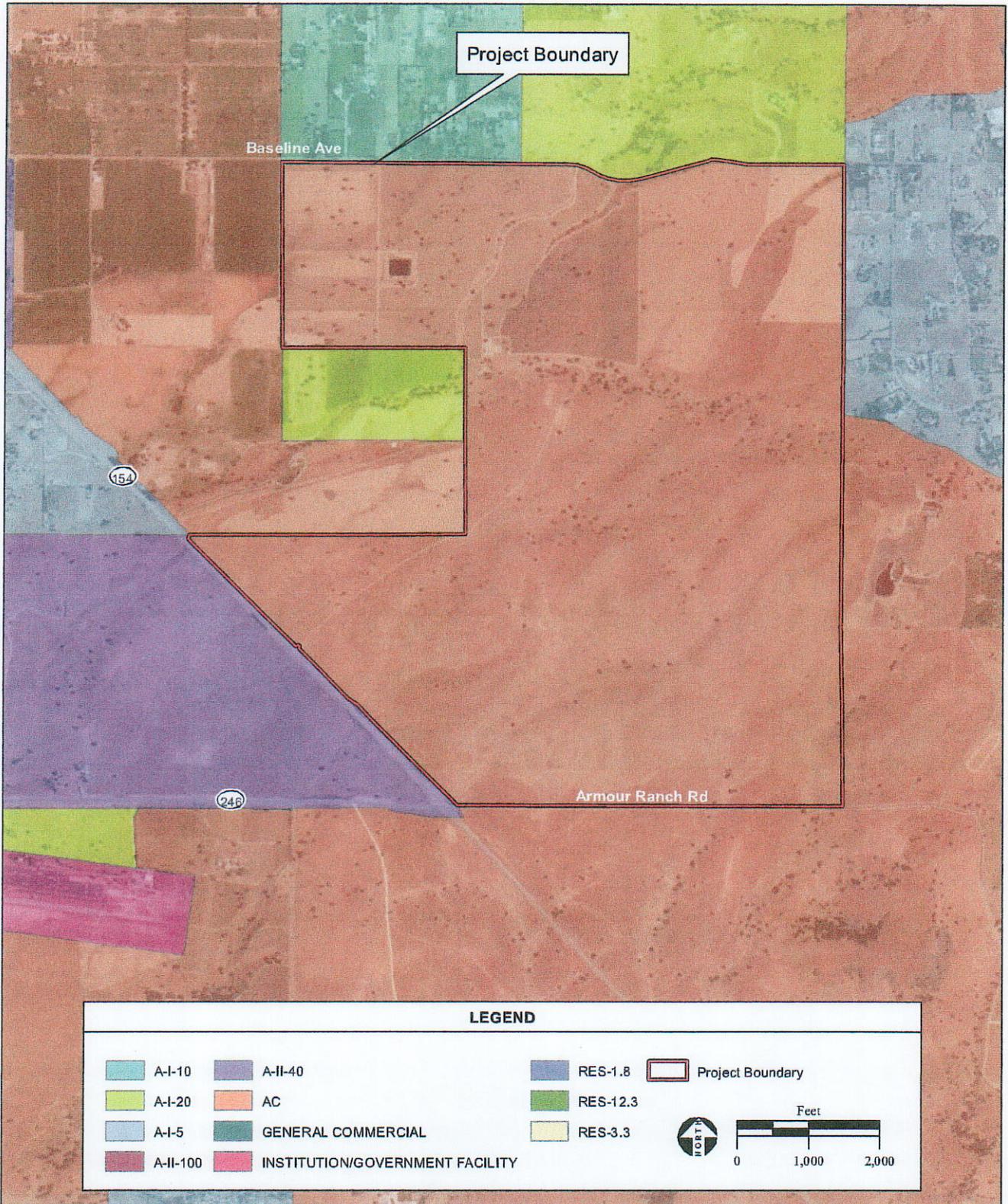
PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
 TREASURER-TAX COLLECTOR
 COUNTY OF SANTA BARBARA
 P.O. BOX 579
 SANTA BARBARA, CA 93102-0579

CHECK THIS BOX FOR ADDRESS CHANGES ON
 REVERSE

000121001412400200612121000000002524430000000277689

EXHIBIT J



SOURCE: Santa Barbara County Planning Dept, 10/20/2010; Santa Ynez Band of Chumash Indians, 2011; NAIP Aerial Photograph, 6/17/2009; AES, 2012

Santa Ynez Camp 4 EA / 201551 ■

Figure 3-10
Land Use Designations

EXHIBIT K

EXHIBIT K(1)

AGREEMENT

THIS AGREEMENT is entered into between the County of Santa Barbara (COUNTY) and the Santa Ynez Band of Chumash Indians (CHUMASH), regarding services to be provided by the County of Santa Barbara Fire Department (COUNTY FIRE); effective the date upon which it is fully executed.

RECITALS

- a. COUNTY and the CHUMASH desire to establish a mutually beneficial working relationship to enhance COUNTY FIRE's emergency response to life/fire and other all-risk emergencies at and around the CHUMASH Casino, 3400 East Highway 246, in the Santa Ynez Valley
- b. The CHUMASH desire to support additional service from COUNTY and desire to enhance emergency service to the greater Santa Ynez area and therefore have offered to pay for one additional COUNTY FIRE firefighter/paramedic post position, at Fire Station 32 in the Santa Ynez Valley. (The post position is a newly-created additional firefighter/paramedic position which will increase the staffing at Fire Station 32 from three to four persons. The salary of this post position is exclusively provided by the generosity of the Chumash). Since County Fire staffs with three platoons, a firefighter/paramedic post position is filled with three firefighter/paramedics, plus an additional .6 position to cover constant staffing requirement. (Constant staffing assures a person is on duty regardless of vacations, illness, holidays etc.)

- c. The current Fiscal 01/02 annual cost for the additional COUNTY FIRE firefighter/paramedic post position is \$300,074. This amount is derived by taking the salary model for COUNTY FIRE's adopted budget for fiscal year 2001-02 and adding the premium for workers' compensation, unemployment insurance and life/long-term disability. Non-labor costs and departmental overhead charges are excluded. (Attached is the estimated 5 year salary increases based upon a 5 year MOU signed by Local 2046). The actual cost may vary depending upon the actual salary of the firefighters filling the position.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by the parties as follows:

1. During the first year of this Agreement the CHUMASH shall provide COUNTY with \$300,074.00 as the amount necessary for COUNTY FIRE to maintain one additional firefighter/paramedic post position, on a 24 hour a day, 365 days a year basis, at Station 32 in Santa Ynez. The funds provided by the CHUMASH will fund approximately 3.6 full time equivalent (FTE) firefighter/paramedic positions at COUNTY FIRE.
2. The cost of the COUNTY FIRE firefighter/paramedic post position will be reviewed annually when the COUNTY FIRE budget is adopted. If the cost of the post position increases, the parties shall negotiate in good faith to determine how that cost increase shall be allocated between the parties, but in the event that the parties are unable to reach agreement, CHUMASH shall not be obligated to provide COUNTY FIRE with more than \$300,074.00 toward the cost of the position.

3. COUNTY shall bill the CHUMASH on a quarterly basis for the cost of the additional COUNTY FIRE firefighter/paramedic post position. The CHUMASH shall pay the quarterly bill within 30 days of receipt.
4. In the event that during the term of this Agreement, COUNTY or COUNTY FIRE receive any funds from the Special Distribution Fund created under the class III gaming compact between CHUMASH and the State of California, which funds are eligible to be used by COUNTY OR COUNTY FIRE to provide additional funding for firefighter/paramedic personnel, the funding obligation of CHUMASH under this Agreement shall be reduced on a dollar for dollar basis with respect to any such state funds received regardless of whether COUNTY actually uses such funds for this purpose.
5. During special events at the CHUMASH Casino (special events are defined as planned and publicized activities where large crowds are anticipated), the CHUMASH may request to have a COUNTY FIRE firefighter/paramedic deployed at the Casino to assist with medical and safety concerns. COUNTY shall honor such requests, provided COUNTY FIRE is given at least 48 hours' advanced notice. When the firefighter/paramedic is not deployed to the Casino, pursuant to this Agreement, s/he will be stationed at Fire Station 32 in Santa Ynez and will respond with the Fire Station 32 engine company on all calls and assignments without restriction. This deployment is not intended to interfere with unforeseen emergencies.
6. On an annual basis, if requested by the CHUMASH, COUNTY FIRE shall provide Standardized Emergency Management System (SEMS) training to supervisory staff and safety personnel at the Chumash Casino.

7. Subject to the provisions of paragraph 9, this Agreement shall remain in effect for a 5 year term, commencing on the date this contract is fully executed. Thereafter, unless terminated by either party, this Agreement shall automatically renew for an additional one-year term. The annual renewal will continue until terminated by either party.
8. Every opportunity and encouragement will be given to qualified county firefighter paramedics who are members of the Chumash Tribe or to their immediate family members to fill a position at Fire Station 32 created by a normal vacancy.
9. Either party may terminate this Agreement by giving the other party six month's advance written notice; provided, however, that in the event that the CHUMASH Casino ceases to operate during the term of this Agreement, CHUMASH may terminate this Agreement by giving COUNTY and COUNTY FIRE three month's advance notice. In the event of termination of this Agreement neither party shall be entitled to any refund of money for any reason or any reconveyance or return of any property, real or personal. In the event that the CHUMASH are unable to continue with the provisions of this Agreement, COUNTY reserves the right to determine staffing levels at Fire Station 32.
10. Notice under this Agreement shall be sent to the following:

SANTA BARBARA COUNTY FIRE
County Fire Chief
4410 Cathedral Oaks Road
Santa Barbara, CA 93110-1042

SANTA YNEZ BAND OF CHUMASH INDIANS
Attn: Chairman
PO Box 517
Santa Ynez CA 93460

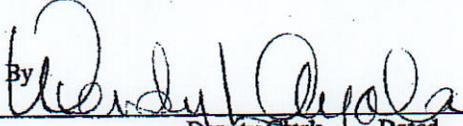
11. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.
12. It is understood that the CHUMASH are not an agent of COUNTY or COUNTY FIRE, and COUNTY and COUNTY FIRE are not agents of the CHUMASH.
13. The County Fire Department recognizes the sovereignty of the Chumash Tribe and appreciates this agreement and the relationship between the parties which will increase public safety, and the safety of the firefighters who serve the community.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date it is fully executed.

COUNTY OF SANTA BARBARA
(Required approvals and signatures)

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

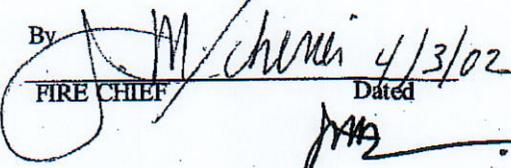
SANTA YNEZ BAND OF
CHUMASH INDIANS

By 
Deputy Clerk Dated

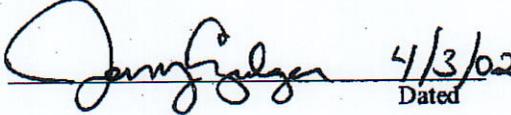
By 
Dated

APPROVED

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

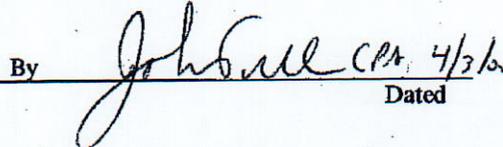
By  4/3/02
FIRE CHIEF Dated

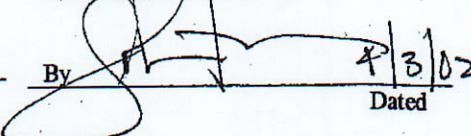
By

 4/3/02
Dated

APPROVED AS TO
ACCOUNTING FORM:
ROBERT W. GEIS, C. P. A.
AUDITOR-CONTROLLER

APPROVED AS TO FORM
JOHN FORNER
RISK MANAGEMENT

By  4/3/02
Dated

By  4/3/02
Dated

ATTACHMENT A

Santa Barbara County Fire Department

Estimated Charges for Post Firefighter/Paramedic Position at Station 32 Santa Ynez per MOU with Local 2046. Charges are estimated because illness, holidays, etc. are one factor and salary increases are tied to a formula which includes Cost of Living adjustment which is an additional factor.

FY2001-02	FY 2002-03	FY 2003-04	FY 2004-05	FY 2005-06
\$300,000	\$320,000	\$340,000	\$360,000	\$380,000

EXHIBIT K(2)



Santa Ynez Band of Chumash Indians

P.O. Box 517 • Santa Ynez, CA 93460
805-688-7997 • Fax 805-686-9578
www.santaynezchumash.org

BUSINESS COMMITTEE

*Vincent Armenta, Chairman
Richard Gomez, Vice Chairman
Kenneth Kahn, Secretary/Treasurer
David D. Dominguez, Committee Member
Gary Pace, Committee Member*

May 17, 2012

To the 2011-2012 Santa Barbara County Indian Gaming Local Community Benefit Committee ("SBCIGLCBC") grant applicants:

The Business Committee of the Santa Ynez Band of Chumash Indians ("Tribe") has (1) made the decision to affirmatively sponsor the following grants labeled SPONSORED and (2) has decided that the following applications labeled SPONSORED both have a reasonable relationship to a casino impact and satisfy at least one of the priorities listed in Govt. Code Section 12715(g) (hereinafter (1) and (2) collectively referred to as "Sponsored"), subject to the "Conditions of Sponsorship for both Sponsorship and Non-Sponsorship" contained herein:

TOTAL AVAILABLE GRANT FUNDS: \$736,752.00

Additional Background:

It has become apparent that the Tribe is being asked to pay as much for law enforcement and fire protection as the cities of Solvang and Buellton. This year's funding request from the Sheriff exceeds one million dollars which is comparable to the annual contract fee amount paid by the cities of Solvang and Buellton, each of which pays approximately \$1.4 million and \$1.6 million, respectively.

Historically, the Tribe has fully funded one of the four full-time Deputy Sheriff positions at the Solvang substation in an amount in excess of \$700,000 annually. One full-time Deputy position is filled on a 24/7 basis with five actual officers. **That means the Tribe pays for at least one fourth of all law enforcement from Santa Ynez to Solvang.**

In 2011, there were 6,019 calls for service in the Santa Ynez Valley, of those calls, 660 were for the Chumash Casino; that is about 11 percent of total service calls for last year.

In addition, the County CEO has threatened to remove the fourth firefighter/EMT from Fire Station 32 east of the reservation that serves all of Santa Ynez and east Solvang. While the Chumash Casino maintains a full staff of EMTs, the County CEO's attempt to remove a fourth firefighter/paramedic is placing every other County resident east of Solvang at risk without any paramedic protection.

Sponsorship:

Decision & Amount

Applicant

Sponsored
Amount \$501,000

County of Santa Barbara
Firefighter/Paramedic position
Michael W. Dyer, Fire Chief
Fax: (805) 681-5563

Sponsored
Amount \$117,876.20
(\$177,500 requested)

City of Buellton
Additional Law Enforcement Services
John Kunkel, City Manager
Fax: (805) 686-0086

Sponsored
Amount \$117,876.20
(\$736,752 requested)

County of Santa Barbara
5 Deputy Sheriff positions
Sheriff Bill Brown
Fax: (805) 686-5010

NOT Sponsored

City of Buellton
Supplemental Fire Services
John Kunkel, City Manager
Fax: (805) 686-0086

NOT Sponsored

Santa Ynez Community Services District
Funding for manhole covers, etc.
Bobbie Martin, General Manager
Fax: (805) 688-3006

No Grant Application
(\$380,000 remaining funds)
SPONSOR remaining funds

City of Solvang
Other portions of Alamo Pintado Bridge on
Hwy 246
Brad Vidro, City Manager
Fax: (805) 686-2049

[Intentionally left blank]

Conditions of Sponsorship for both Sponsorship and Non-Sponsorship

1. Tribal sponsorship is not any type of vested property right and can be withdrawn by the Tribe without cause or notice any time prior to approval of the grant by the SBCIGLCBC. Sponsorship in any one year is no guarantee of sponsorship in any future year and the Tribe reserves the right to review Sponsorship applications for each new grant cycle or as permitted or required herein more frequently.
2. **Any legal challenge or any other contesting of any part of this sponsorship letter, including, but not limited to grant sponsored or grant amount sponsored if applicable, shall immediately void all sponsorships contained herein and all other sponsorships by the Tribe to all other grant applications by the same grant applicant whether prior to or after approval of the grants by the SBCIGLCBC regardless of Condition of Sponsorship No. 1 above.** Any sponsorship or non-sponsorship decision is not subject to any appeal to the Tribe, the General Council, Business Committee or otherwise.
3. Nothing herein shall subject the Tribe, General Council, Business Committee or either of their, officers, employees, agents or members to the jurisdiction of the State of California, County of Santa Barbara, or any city/municipality or otherwise constitute an express or implied waiver of the sovereign immunity of the Tribe, General Council, Business Committee, or either of their, officers, employees, agents or members.
4. The Tribe's determination that an application is reasonably related to casino impact(s) is for grant funding purposes only and shall not be construed as any admission by the Tribe.

Sincerely,



Vincent Armenta,
Tribal Chairman

EXHIBIT K(3)



Santa Ynez Band of Chumash Indians

P.O. Box 517 • Santa Ynez, CA 93460
805-688-7997 • Fax 805-686-9578
www.santaynezchumash.org

BUSINESS COMMITTEE

*Vincent Armenta, Chairman
Richard Gomez, Vice Chairman
Kenneth Kahn, Secretary/Treasurer
David D. Dominguez, Committee Member
Gary Pace, Committee Member*

May 1, 2013

The Business Committee of the Santa Ynez Band of Chumash Indians ("Tribe") has (1) made the decision to affirmatively sponsor the following grants labeled SPONSORED and (2) has decided that the following applications labeled SPONSORED both have a reasonable relationship to a casino impact and satisfy at least one of the priorities listed in Govt. Code Section 12715(g) (hereinafter (1) and (2) collectively referred to as "Sponsored"), subject to the "Conditions of Sponsorship for both Sponsorship and Non-Sponsorship" contained herein:

TOTAL AVAILABLE GRANT FUNDS: \$736,752.40

Additional Background:

It has become apparent that the Tribe is being asked to pay as much for law enforcement and fire protection as the cities of Solvang and Buellton. This year's funding request from the Sheriff exceeds one million dollars which is comparable to the annual contract fee amount paid by the cities of Solvang and Buellton, each of which pays approximately \$1.4 million and \$1.6 million, respectively.

Historically, the Tribe has fully funded one of the four full-time Deputy Sheriff positions at the Solvang substation in an amount in excess of \$700,000 annually. One full-time Deputy position is filled on a 24/7 basis with five actual officers. **That means the Tribe pays for at least one fourth of all law enforcement from Santa Ynez to Solvang.**

In 2011, there were 6,019 calls for service in the Santa Ynez Valley, of those calls, 660 were for the Chumash Casino; that is about 11 percent of total service calls for last year.

In addition, the County CEO has threatened to remove the fourth firefighter/EMT from Fire Station 32 east of the reservation that serves all of Santa Ynez and east Solvang. While the Chumash Casino maintains a full staff of EMTs, the County CEO's attempt to remove a fourth firefighter/paramedic is placing every other County resident east of Solvang at risk without any paramedic protection.

Sponsorship:

Decision & Amount

Applicant

Sponsored
Amount \$515,000
Nexus and Discretionary
Grant Sponsorship

County of Santa Barbara
Firefighter/Paramedic position
Michael W. Dyer, Fire Chief
Fax: (805) 681-5563

Sponsored
Amount \$55,000
Discretionary Grant Only

City of Solvang
Community Resource Deputy
Brad Vidro, City Manager
Fax: (805) 686-2049

Not Sponsored

City of Solvang
Traffic Study Along Mission Drive
Brad Vidro, City Manager
Fax: (805) 686-2049

Not Sponsored

City of Solvang
Solvang Library
Brad Vidro, City Manager
Fax: (805) 686-2049

Sponsored
Amount \$83,376.20
(\$117,000 requested)

City of Buellton
Additional Law Enforcement Services
City Manager
Fax: (805) 686-0086

Sponsored
Amount \$83,376.20
(\$828,925 requested)

County of Santa Barbara
5 Deputy Sheriff positions
Sheriff Bill Brown
Fax: (805) 686-5010

[Intentionally left blank]

Conditions of Sponsorship for both Sponsorship and Non-Sponsorship

1. Tribal sponsorship is not any type of vested property right and can be withdrawn by the Tribe without cause or notice any time prior to approval of the grant by the SBCIGLCBC. Sponsorship in any one year is no guarantee of sponsorship in any future year and the Tribe reserves the right to review Sponsorship applications for each new grant cycle or as permitted or required herein more frequently.
2. **Any legal challenge or any other contesting of any part of this sponsorship letter, including, but not limited to grant sponsored or grant amount sponsored if applicable, shall immediately void all sponsorships contained herein and all other sponsorships by the Tribe to all other grant applications by the same grant applicant whether prior to or after approval of the grants by the SBCIGLCBC regardless of Condition of Sponsorship No. 1 above.** Any sponsorship or non-sponsorship decision is not subject to any appeal to the Tribe, the General Council, Business Committee or otherwise.
3. Nothing herein shall subject the Tribe, General Council, Business Committee or either of their, officers, employees, agents or members to the jurisdiction of the State of California, County of Santa Barbara, or any city/municipality or otherwise constitute an express or implied waiver of the sovereign immunity of the Tribe, General Council, Business Committee, or either of their, officers, employees, agents or members.
4. The Tribe's determination that an application is reasonably related to casino impact(s) is for grant funding purposes only and shall not be construed as any admission by the Tribe.

Sincerely,



Vincent Armenta,
Tribal Chairman

EXHIBIT K(4)

Sheriff SDF Grants

<u>Year</u>	<u>Dollars Contributed</u>
2003/04	525,160
2004/05	596,070
2005/06	625,585
2005/06	387,110 (for 06/07)
2006/07	253,677
2006/07	20,810 (for 07/08)
2007/08	vetoed by Gov. Schwarzenegger
2008/09	673,403
2009/10	675,000
2010/11	117,876.20
2011/12	117,876.20 (estimated)
2012/13	675,000 (estimated)
Total	\$4,667,567.40
Over 10 years	\$466,756.74 annually for Sheriff

EXHIBIT L

RECORDING REQUESTED BY
Bureau of Indian Affairs
U.S. Dept. of the Interior

WHEN RECORDED MAIL TO:
Bureau of Indian Affairs
Pacific Regional Office
2800 Cottage Way
Sacramento, CA 95825

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ 0.00

Indian Affairs
Signature of Declarant (Firm Name)

APNs 141-121-051, 141-140-010,
141-230-023, qne 141-240-002

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, as the authorized representative of the Santa Ynez Band of Mission Indians, does hereby grant to: THE UNITED STATES OF AMERICAN IN TRUST FOR THE SANTA YNEZ BAND OF CHUMASH MISSION INDIANS OF THE SANTA YNEZ RESERVATION, CALIFORNIA, all of their right, title, and interest in that certain real property in the City of Santa Ynez, County of Santa Barbara, State of California, described as

SEE LEGAL DESCRIPTION IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated _____

Vincent Armenta, Tribal Chairman
Santa Ynez Band of Mission Indians

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, the undersigned, personally appeared _____
_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(This area above for official Notarial seal)

Exhibit "A"

Legal Description

A.P.N.: 141-140-10 and 141-121-51 and 141-230-23 and 141-240-02

Real property in the unincorporated area of the County of SANTA BARBARA, State of California, described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)

THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

EXHIBIT M

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

2010-0016911

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
S.-Y. BAND OF MISSION INDIANS
P.O. BOX 517
SANTA YNEZ, CA. 93460
ATTN TRIBAL ADMINISTRATOR

Recorded | REC FEE 30.00
Official Records |
County of | CONFORMED COPY 4.00
Santa Barbara | SURVEY MONUMENT 10.00
Joseph E. Holland |
| TP
09:19AM 01-Apr-2010 | Page 1 of 6

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

346 0634

6 UNIN
SUR VND

Assessor's Parcel Nos.: 141-140-10; 141-121-51;
1441-230-23 and 141-240-02

**TRANSFER TAX NOT MADE PART
OF THE PERMANENT RECORD**

GRANT DEED

~~MONUMENT SURVEY~~ \$ 10.00

The undersigned Grantor declares that Documentary Transfer Tax is not part of the public records.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FESS PARKER RANCH LLC**, a California limited liability company ("Grantor"), hereby grants to the **SANTA YNEZ BAND OF MISSION INDIANS** ("Grantee"), that certain real property located in the County of Santa Barbara, State of California that is more particularly described on the attached Exhibit 1, which is incorporated herein by reference.

Such grant is subject to all encumbrances and other matters of record, all leases, non-delinquent real property taxes, all building codes and other applicable laws, ordinances and governmental regulations affecting the Property and all matters that would be disclosed by a survey or physical inspection.

Signature of Grantor Appears on Following Page

IN WITNESS WHEREOF, Grantor has caused its duly authorized representatives to execute this instrument as of the date hereinafter written.

Dated: 3/26/2010

GRANTOR:

FESS PARKER RANCH LLC,
a California limited liability company

By Fespar Enterprises LLC,
a California limited liability company,
Its Manager

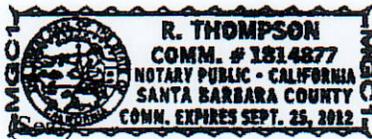
By: W. Osterbauer
Name: W. J. OSTERBAUER
Title: CFO

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On March 26th, 2010, before me, R. Thompson,
a Notary Public, personally appeared William J. Osterbauer, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same
in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument,
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



R. Thompson
Notary Public

Exhibit 1

Legal Description of Real Property

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)

THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY

Order Number: 4205-3460634

Page Number: 10

RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

EXHIBIT N

**FIRST AMERICAN TITLE INSURANCE COMPANY
INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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1. Commitment Date	4
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3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: May 7, 2013 at 7:30 A.M .

2. Policy or Policies to be issued:
Amount

(A) **ALTA Standard Policy** \$40,000,000.00
Proposed Insured:
The United States of America, in Trust for the Santa Ynez Band
of Chumash Indians

(B) **ALTA Loan Policy** \$0.00
Proposed Insured:

3. (A) The estate or interest in the land described in this Commitment is:

A fee.

(B) Title to said estate or interest at the date hereof is vested in:

SANTA YNEZ BAND OF MISSION INDIANS

4. The land referred to in this Commitment is described as follows:

Real property in the unincorporated area of the County of SANTA BARBARA, State of California,
described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE
OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE
LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED
DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE
OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE
LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED

DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)

THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): NONE
- (F) Other: NONE
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other: NONE

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required from .
- (K) The following partnership documentation is required from :
- (L) The following documentation is required from corporation:

- (M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- (P) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
- (Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- (R) Financial statements from the appropriate parties must be submitted to the Company for review.
- (S) A copy of the construction contract must be submitted to the Company for review.
- (T) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2013-2014, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$20,876.65, PAID
Penalty:	\$0.00
Second Installment:	\$20,876.65, PAID
Penalty:	\$0.00
Tax Rate Area:	62-023
A. P. No.:	141-140-10

Affects: Parcel 2 and a Portion of Parcels 1, 3 and 4

3. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$20,200.53, PAID
Penalty:	\$0.00
Second Installment:	\$20,200.53, PAID
Penalty:	\$0.00
Tax Rate Area:	62-023
A. P. No.:	141-121-51

Affects: Portion of Parcel 1

4. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment: \$297.98, PAID
Penalty: \$0.00
Second Installment: \$297.98, PAID
Penalty: \$0.00
Tax Rate Area: 62-023
A. P. No.: 141-230-23

Affects: Parcel 5 and Portion of Parcel 3

5. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment: \$252.44, PAID
Penalty: \$0.00
Second Installment: \$252.44, PAID
Penalty: \$0.00
Tax Rate Area: 62-023
A. P. No.: 141-240-02

Affects: Portion of Parcel 4

6. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

7. Rights of the public in and to that portion of the land lying within any road, street or highways.

8. An easement shown or dedicated on the Map as referred to in the legal description

For: Road and incidental purposes.

9. An easement for public road and incidental purposes, recorded October 12, 1895 in Book 40 of Deeds, Page 207.

In Favor of: Santa Barbara County
Affects: As described therein

10. An easement for road, ingress, egress and public utilities and incidental purposes, recorded May 24, 1955 as Instrument No. 9285 in Book 1316, Page 276 of Official Records.

In Favor of: Williard W. Shepherd and Norma D. Shepherd, husband and wife, as joint tenants
Affects: Lots 9 and 10 of Parcel 1

11. An easement for road purposes, ingress, egress and public utilities and incidental purposes, recorded May 24, 1955 as Instrument No. 9287 in Book 1316, Page 280 of Official Records.

In Favor of: Titus A. Giorgi, et ux
Affects: Lots 9 and 10 of Parcel 1

12. An easement for public road and incidental purposes, recorded December 4, 1959 as Instrument No. 40994 in Book 1693, Page 381 of Official Records and conditions contained therein.
In Favor of: County of Santa Barbara
Affects: As described therein
13. Abutter's rights of ingress and egress to or from State Highway 154 have been relinquished in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records, except as therein provided.
14. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records.
15. An easement for water line and equipment passing and incidental purposes, recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records and conditions contained therein.
In Favor of: Joan Vickers Crawford, Executor of the Will of Anna V. Crawford
Affects: Portion of Parcel Three, should same cross or intersect said land
16. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 3, 1972 as Instrument No. 3889 in Book 2385, Page 431 of Official Records.
17. The terms and provisions contained in the document entitled "Judgment by Stipulation of the Parties" recorded November 8, 2004 as Instrument No. 04-118646 of Official Records.

Which among other things contains provisions for the repair and maintenance of the "Easement Area".

Affects: Lots 9 and 10 of Parcel 1

Affects: Parcel 1 and 2

18. The following matters disclosed by an ALTA/ACSM survey made by First American Title Insurance Company on March 15, 2010, designated Job No. Express Map EM 5595:
Roads, ranch roads and trails, crops and Flood Zones
19. The following matters disclosed by an ALTA/ACSM survey made by Wallace Group on April 5, 2012, designated Project No. 375-19-200:
Utility easements, overhead utility lines, utility poles and guy wires, utility pedestals, dirt roads, barns, pump shed, reservoir, wells and conduits, house, barns meters, gas tank, barbed wire fencing, fenced pump facility with transformer, GTE pad and wood retaining walls, culverts, water pump facilities, drainage channels, concrete drainage structure, headwall, wire fences, barbed wire fences, steel fences, gates, underground pipelines, fuel tanks and Torrance Ave (paper road).
Surveyors Notes .which includes in part "that the County of Santa Barbara is of the opinion that the roads shown on the map of the subdivision of Canada de Los Pinos or College Rancho, Rack 3, Map 4, may be owned in fee by the County, maybe not"

20. Water rights, claims or title to water, whether or not shown by the public records.
21. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as CAMP 4, 4400 BASELINE AVENUE, SANTA YNEZ, California.

Affects: Parcel 1, 2 and Portion of Parcels 3, 4

2. The property covered by this report is vacant land.

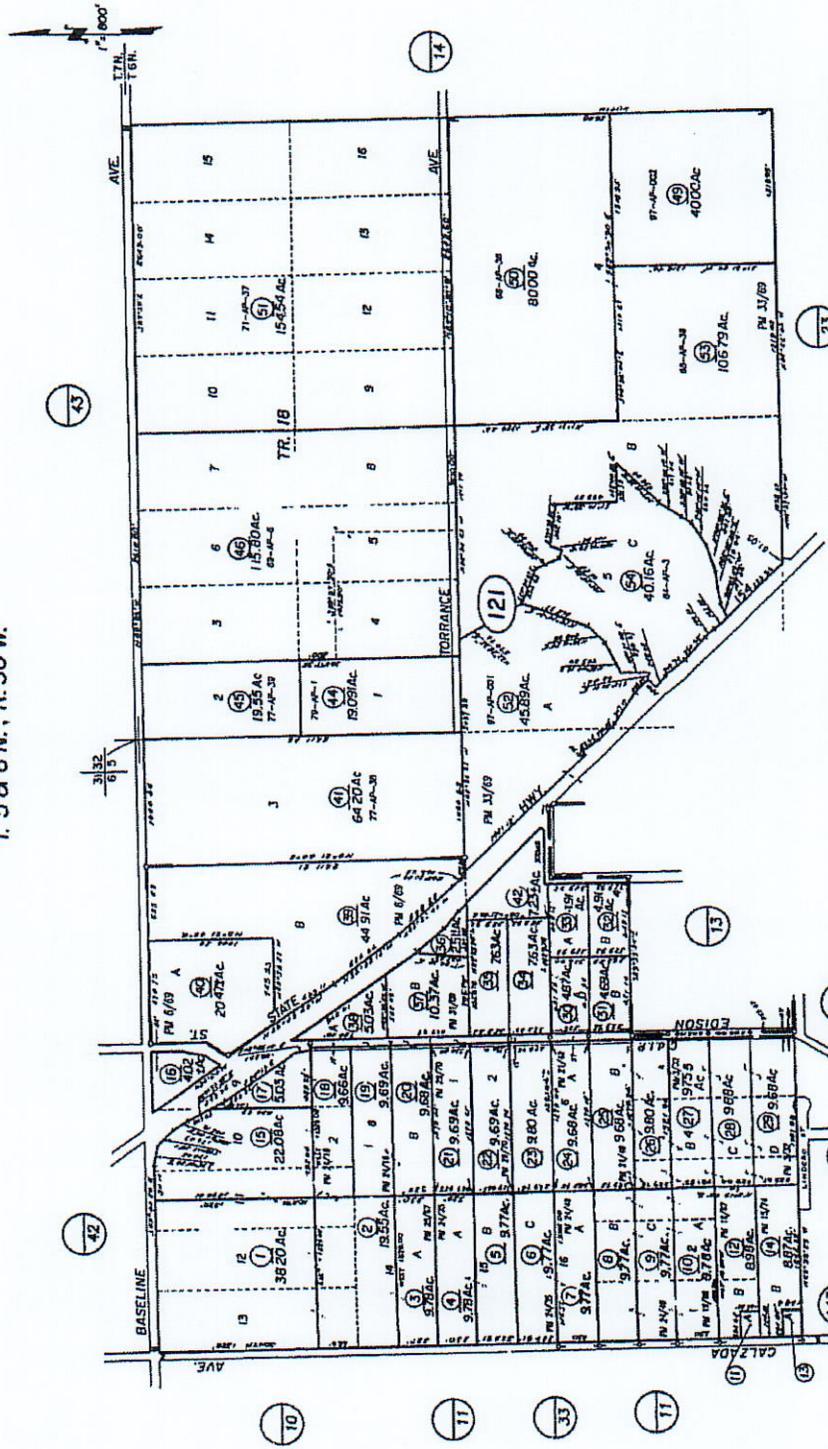
Affects: Parcel 5 and Portions of Parcels 3 and 4

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

141-12

FOR RANCHO CANADA DE LOS PINOS
T. 5 S 6 N., R. 30 W.



Assessor's Map Bk, 140-Pg, 12
County of Santa Barbara, Calif.

R.M. Bk. PM 3Pg. 4 ; Tract Canada de los Pinos

04/98 AC Permit to Change Plat 4833

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from Liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a title report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8 a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8 e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or

- assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2 Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 - 3 Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 - 4 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records
 - 6 Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5 Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2 Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6 Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

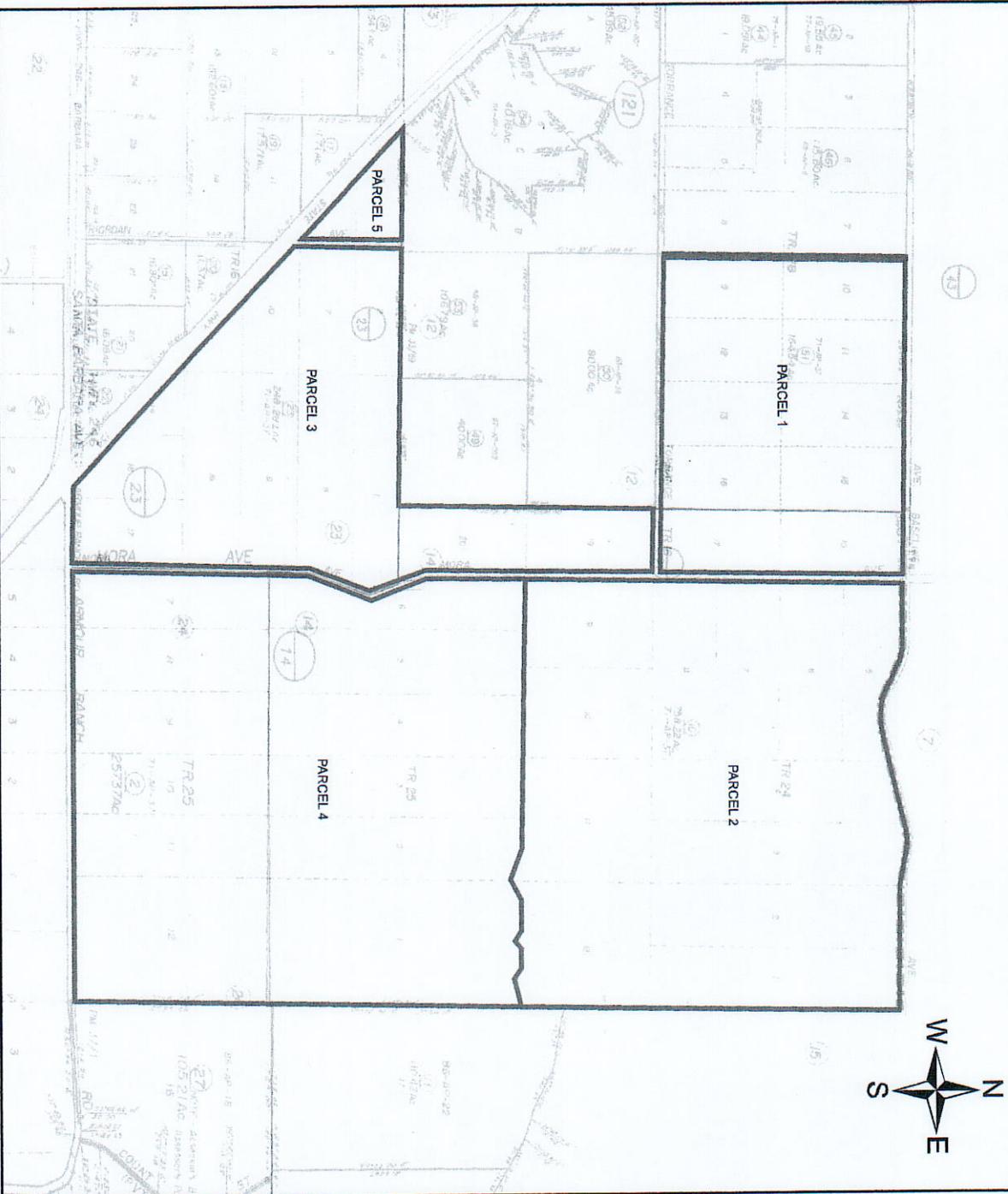
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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First American
Title Company

Reference No.: 4279798
County: Santa Barbara



Plotted Easements

Legend

-  PARCEL 1
-  PARCEL 2
-  PARCEL 3
-  PARCEL 4
-  PARCEL 5

Tract Map Rack3 Pg4
(Road - Not Plottable)

10/12/1895 Bk40 Pg207
(Public Road - Not Plottable)

 05/24/1955 #9285
Bk1316 Pg276 (Road,
Ingress, Egress & Public Utilities)

 05/24/1955 #9287
Bk1316 Pg280 (Road,
Ingress, Egress & Public Utilities)

 12/04/1959 #40994
Bk1693 Pg381 (Variable
Width - Public Road)

 04/02/1968 #10737
Bk2227 Pg136
(Water Line & Equipment
Passing - Not Plottable)

 11/08/2004 #04-118646
(Road)

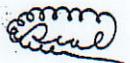
Tax ID: Please Refer to Prelim for the list of APNs.
Short Legal: A Portion of County of Santa Barbara

Map Not
To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

EXHIBIT N

Exception 9

part hath hereunto set his hand and seal the day and year first herein above written.
H. Williams 

Signs Sealed and Delivered }
in the presence of - }
State of California }
County of Santa Barbara } ss.

On this 12th day of October in the year one thousand eight hundred and ninety five before me C. W. Racy County Recorder in and for said Santa Barbara County personally appeared H. Williams known to me to be the person described in and whose name is subscribed to and who executed the aforesaid instrument and acknowledged to me that he executed the same.

In Witness whereof I have hereunto set my hand and affixed my Official Seal at my Office in the said County of Santa Barbara the day and year in this certificate first above written.
C. W. Racy
County Recorder.

Recorded at the request of H. Williams
Oct 12, 1895, at 10 o'clock and 2 minutes a.m.
C. W. Racy
County Recorder.

Santa Ynez Land and Imp. Co.
to
Santa Barbara County.

This indenture made the 10th day of November 1894 between the Santa Ynez Land and Improvement Company a corporation organized and existing under and by virtue of the laws of the State of California and having its Office and principal place of business in the City and County of San Francisco State aforesaid the party of the first part and the County of Santa Barbara a body politic and corporate under and by virtue of the laws of the State of California the party of the second part

Witnesseth: that the said party of the first part for and in consideration of the sum of One (\$1) dollar to it in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has remised released quit claimed and conveyed and by these presents does remise release quit claim and convey unto the said party of the second part its successors and assigns forever as public roads avenues and highways and for the use of the public all the following described roads avenues and highways situate lying and being in Santa Barbara County State of Calif. and describes as follows to wit:—

First Grand Avenue Sixty (60) feet in width
 Second Calzada Avenue Sixty (60) feet in width
 Third Baseline Avenue Sixty (60) feet in width
 and South Roblar Avenue Sixty (60) feet in width
 as said Avenues are laid down and delineated on certain map entitled "Map showing the Subdivisions of the Rancho de los Pinos or Calleja Rancho Santa Barbara Cal. as surveyed by John Gilchrist and J. B. Carpenter Surveyors 1887-8" which said map was filed of record in the Office of the County Recorder of said County of Santa Barbara on the eighth day of August AD 1888 to which said map so filed of record as aforesaid reference is hereby specially made and the same made part hereof for a more full and specific description of the roads avenues and highways hereby conveyed.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining with the reversion and reversions remainder and remainders rents issues and profits thereof.

To have and to hold all and singular the said premises together with the appurtenances as such public roads avenues and highways and for the use of the public unto the said party of the second part its successors and assigns forever. Subject however to the

limitations and reservations specified as set forth on the
aforesaid map of said Canada delos Pinos or
Allegre Rancho filed of record with the
County Recorder of said County of Santa Barb-
ara on said eighth day of August A.D. 1888
as aforesaid

In Witness whereof said party hereto of the
first part the Santa Ynez Land and Improv-
ment Company has hereto caused its Cor-
porate name to be signed and its Corporate Seal
to be hereto affixed by S. Silverberg its
President and C.P. Robinson its Secretary
thereto duly authorized the day and year in
this indenture first above written.

Santa Ynez Land and Improvement Company
By S. Silverberg President
and C.P. Robinson Secretary

State of California }
City and County of } S.S.
San Francisco }

On this 20th day of November, in the year
one thousand eight hundred and ninety four
before me Geo. Meininger a Notary Public
in and for said Bay Area County residing
therein duly commissioned and sworn person-
ally appeared S. Silverberg and C.P. Robinson
known to me to be the President and Secretary
respectively of the Santa Ynez Land and Improv-
ment Company the Corporation that executed
the within instrument and they duly ack-
nowledged to me that such Corporation exe-
cuted the same. In Witness whereof I have
hereto set my hand and affixed my Official
Seal the day and year in this Certificate first
above written

Geo. Meininger
Notary Public



In and for the City and County of
San Francisco State of California.

Recorded at request of County Clerk at 30
min. past 11. A.M. Oct 12. 1895.

C.W. Rasey
County Recorder.

EXHIBIT N
Exception 10

BOOK 1316 PAGE 276

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

Act I. R. S. 8

398 10-54

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNA V. CRAWFORD

herby GRANT(S) to WILLARD W. SHEPHERD and NORMA D. SHEPHERD, husband and wife, as tenants in common,

the following described real property in the state of California, county of Santa Barbara:

An easement for road purposes, ingress and egress, and for the installation, maintenance and repair of public utilities in, on, over, underground along the westerly 40.00 feet of Lots 9 and 10 in Tract 18 of the Canada de los Pinos or College Rancho, in the county of Santa Barbara, state of California, as per map filed August 8, 1888 as Map No. 4 in Rack 3 in the office of the County Recorder of said county.

Dated: May 20th, 1955

STATE OF CALIFORNIA
COUNTY OF

Los Angeles

SS.

Anna V. Crawford
Anna V. Crawford

On May 20th, 1955
before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anna V. Crawford

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.
Stevence G. Thompson
Notary Public in and for said County and State.
My Commission Expires Jan. 22, 1959

SPACE BELOW FOR RECORDER'S USE ONLY

WHEN RECORDED MAIL TO
First American Title Co.
Howard Chapman Bldg.

Title Order No. 44515
Escrow or Loan No. _____

RECORDED AT REQUEST OF
Title Insurance & Trust Co.
MAY 24 1955 at 8:30 AM
BOOK 1316 PAGE 276
OFFICIAL RECORDS
Santa Barbara County, Calif.
JAMES C. FOWLER, Recorder
L. Beyliger Deputy
FEE \$ 1.50

PHOTOSTATED BY R. Johnson CHECKED BY: _____ JAMES C. FOWLER, County Recorder

EXHIBIT N

Exception 11

BOOK 1316 PAGE 280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Grant Deed

Am. I. R. S.

328 10-54

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNA V. CRAWFORD

hereby GRANT(S) to TITUS A. GIORGI and ALMA GIORGI, husband and wife, as tenants in common,

the following described real property in the state of California, county of Santa Barbara:

An easement for road purposes, ingress and egress, and for the installation, maintenance and repair of public utilities in, on, over, under and along the westerly 40.00 feet of Lots 9 and 10 in Tract 18 of the Canada de los Pinos or College Rancho, in the county of Santa Barbara, state of California, as per map filed August 8, 1888 as Map No. 4 in Rack 3 in the office of the County Recorder of said county.

Date: May 20th 1955

STATE OF CALIFORNIA
COUNTY OF

Los Angeles

SS.

On May 20th 1955
before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anna V. Crawford

Anna V. Crawford
Anna V. Crawford

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

(Seal) James G. Fowler
Notary Public in and for said County and State.
My Commission Expires Jan. 22, 1959

WHEN RECORDED MAIL TO

James G. Fowler
James G. Fowler
Notary

Title Order No. 44515
Escrow or Loan No.

SPACE BELOW FOR RECORDER'S USE ONLY

9287

RECORDED AT REQUEST OF
Title Insurance & Trust Co.

MAY 24 1955 at 8:30 AM

BOOK 1316 PAGE 280

OFFICIAL RECORDS

Santa Barbara County, Calif.

JAMES C. FOWLER, Recorder

L. S. Fowler, Deputy

FEES \$1.50

PHOTOSTATED BY R. L. ...

CHECKED BY: [Redacted]

JAMES C. FOWLER,
County Recorder

EXHIBIT N

Exception 12

BOOK 1693 PAGE 381

RIGHT OF WAY GRANT

40994

ANNA V. CRAWFORD, ~~owner~~, hereinafter called the Grantor, for good and sufficient consideration, receipt of which is hereby acknowledged, does by these presents hereby grant unto the COUNTY OF SANTA BARBARA, of the State of California, a body politic and corporate, hereinafter called the Grantee, an easement and right of way for all the uses and purposes of a public road, over, along and under parcels of land in Tract 24 of the Rancho Canada de Los Pinos, or College Ranch, according to Map 4, filed in Rack 3, Santa Barbara County Recorder's office, in the County of Santa Barbara, State of California described as follows:

A strip of land of variable width lying partly on each side of the following described surveyed line:

Beginning at Engineers Station 93+73.69 of the surveyed center line for the improvement of Base Line Avenue, said Engineers Station 93+73.69 being at the intersection of the center line of Mora Avenue with the center line of Base Line Avenue as said Base Line Avenue is described in the Deed to County of Santa Barbara, recorded in Book 40, page 104 of Deeds, Santa Barbara County Recorder's office, said Engineers Station 93+73.69 being N 0°18' E, distant 30.00 feet from a 1 1/4 inch iron pipe survey monument with tag marked: "S. B. Co. R. E. 6995" and running thence from said point of beginning, S 89°44' E, 667.06 feet to Engineers Station 100+40.76 at the beginning of a 600.00 foot radius curve, concave to the south and tangent to the last described course; thence easterly and southeasterly along the arc of said curve through a central angle of 27°09', a distance of 284.31 feet to Engineers Station 103+25.06; thence tangent to said last described curve, S 62°35' E, 204.33 feet to Engineers Station 105+29.39 at the beginning of a 700.00 foot radius curve, concave to the north and tangent to the last described course; thence easterly along the arc of said curve through a central angle of 41°43'30", a distance of 509.77 feet to Engineers Station 110+39.16; thence tangent to said last described curve, N 75°41'30" E, 1047.96 feet to Engineers Station 120+87.12 at the beginning of a 600.00 foot radius curve, concave to the south and tangent to the last described course; thence easterly along the arc of said curve through a central angle of 24°27'10", a distance of

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256.07 feet to Engineers Station 123+43.19; thence tangent to said last described curve, S 79°51'20" E, 261.63 feet to Engineers Station 126+04.82 at the beginning of a 1000 foot radius curve, concave to the north and tangent to the last described course; thence easterly along the arc of said curve through a central angle of 9°48'40", a distance of 171.24 feet to Engineers Station 127+76.06, said last mentioned Engineers Station being in the center line of Base Line Avenue; as said Base Line Avenue is described in the Deed to County of Santa Barbara, recorded in Book 40, page 104 of Deeds, in said County Recorder's office; thence along said center line, being tangent to the last described curve, S 89°40' E, 1236.22 feet to Engineers Station 140+12.28, said Engineers Station being marked by a 2 inch Brass Cap Monument set by F. F. Flournoy, marked "R.C.B. of M. and L. A." and indicated as the east end of Base Line Avenue on Map filed in Book 6, page 93 of Maps and Surveys, in said County Recorder's office, said last described monument being at the easterly corner common to Tracts 23 and 24 of the Rancho Canada de Los Pinos.

The right of way herein conveyed is described by reference to the hereinbefore described surveyed line, distances from said line to the right of way boundary, unless otherwise noted, being measured at right angles to said surveyed line at the Engineers Station referred to, where such Station is located on a tangent, and being measured on a radial line from the Engineers Station referred to where such Station is on a curve, said right of way being particularly described as follows:

Beginning at the hereinabove described Engineers Station 93+73.69 and running thence from said point of beginning N 0°18' E, along the center line of Mora Avenue, a distance of 30.00 feet; thence in a general easterly direction along a line parallel with and distant 30.00 feet northerly, measured at right angles from said surveyed line, to a point distant 30.00 feet northeasterly from Engineers Station 105+29.39; thence southeasterly in a straight line to a point distant 30.00 feet northerly from Engineers Station 108+50; thence easterly in a straight line to a point distant 30.00 feet northerly from Engineers Station 110+39.16; thence in a general easterly direction, parallel with and distant 30.00 feet northerly measured at right angles from said surveyed line, to a 1/2 inch iron pipe survey monument with tag marked: "L.S. 2580", set in the east boundary line of said Tract 23, N 0°24'30" W, distant 30.00 feet from Engineers Station 140+12.28; thence S 0°24'30" E, along the east boundary of

40994

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Tracts 23 and 24 of said College Ranch, a distance of 60.00 feet; thence in a general westerly direction parallel with and distant 30.00 feet southerly, measured at right angles from said surveyed line, to the hereinabove described 1 1/4 inch iron pipe survey monument with tag marked "S.D. Co. R.E. 6995", said monument being S 0°18' W, distant 30.00 feet from Engineers Station 93+73.89, the point of beginning; thence northerly in a straight line to the point of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND HOLD, all and singular, together with the said appurtenances unto the Grantee forever for said use as a public road.

IN WITNESS WHEREOF, the said Grantor has hereunto affixed her signatures this 17th day of November, 1959.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.
~~SANTA BARBARA~~

Anna V. Crawford
ANNA V. CRAWFORD

Personally appeared before me, Steuve G. Thompson, a Notary Public in and for said County and State, this 17th day of November, 1959, ANNA V. CRAWFORD, personally known to me to be the person whose name is subscribed to the foregoing Right of Way Grant to COUNTY OF SANTA BARBARA, and she acknowledged to me that she had executed said Right of Way Grant.

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

Steuve G. Thompson
Notary Public in and for
said County and State.

My commission expires:
January 22, 1963

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State of California,
County of Santa Barbara,) ss.

RIGHT OF WAY GRANT

THIS IS TO CERTIFY that the interest in real property conveyed by the ~~XXXXXXXXXX~~
dated November 17, 1959, from Anna V. Crawford

40994

to the County of Santa Barbara, State of California, a political corporation and/or governmental agency, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on December 4, 1959 and the grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and the seal of said Board this

1st day of December, A.D. 1959.

J. E. LEWIS, Clerk,

By [Signature] Deputy Clerk.

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RECORDED AT REQUEST OF
COUNTY CLERK

DEC 4 1959 at 1:30 PM

BOOK 1693 PAGE 381

OFFICIAL RECORDS
Santa Barbara County, Calif.
JAMES O. FOWLER, Recorder

[Signature] Deputy

FEES: NO FEE

PHOTOCOPY BY: [Signature] Deputy CHECKED BY: [Redacted] Deputy JAMES O. FOWLER,
COUNTY RECORDER

EXHIBIT N

Exceptions 13-15

Legal Description

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RECORDED AT REQUEST OF
TITLE INSURANCE TRUST

2227 PAGE 136

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APR 2 8 00 AM '68

OFFICIAL RECORDS
SANTA BARBARA CO. CALIF.
ATA VAN SUSANA, RECORDER

NO FEE

RECORDING REQUESTED BY
State of California
When Recorded Mail To

Division of Highways
P. O. Box 841
San Luis Obispo, Ca 93401

05-SB-154 12.1/7.1 #45

EXECUTOR'S DEED

STAMPS AFFIXED
AFTER RECORDING

JOHN VICKERS CRAWFORD, as Executor of the Will of ANNA V. CRAWFORD, deceased, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the STATE OF CALIFORNIA, all of the right, title and interest of said decedent at the time of her death, and all of the right, title and interest that her estate may have subsequently acquired by operation of law, or otherwise, in and to the real property in the County of Santa Barbara, State of California, described as follows:

Those portions of Tracts "A" and "B" of the Rancho Lomas de la Purificacion, in the County of Santa Barbara, as shown on the map filed in the office of the Clerk of the Santa Barbara County Superior Court on November 7, 1883, in action for partition entitled "Margaret A. Moore, et al., vs Magdalena Moore, et al.", Case No. 640 and those portions of the Canada de los Finos, or College Rancho, in said County, as shown on the map filed in Rack 3, Map 4, records of said County, described as follows:

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50' 2227 PAGE 137

Beginning at Engineer's Station 750+00 "B" as described under PARCEL ONE in "Abandonment of Superseded State Highway in the County of Santa Barbara, Road V-SB-80-B", recorded October 2, 1952, in Volume 1099 of Official Records, at page 430, records of said County; thence S. 81° 17' 34" E., 150.00 feet to the TRUE point of beginning; thence (1), N. 08° 42' 26" E., 75.00 feet; thence (2), N. 79° 25' 19" W., 398.21 feet; thence (3), N. 84° 12' 21" W., 452.58 feet; thence (4), N. 81° 17' 34" W., 700.00 feet; thence (5), N. 78° 25' 49" W., 200.25 feet; thence (6), N. 81° 17' 40" W., 900.15 feet; thence (7), S. 88° 11' 15" W., 204.05 feet; thence (8), N. 82° 43' 03" W., 100.41 feet; thence (9), N. 64° 22' 09" W., 114.29 feet; thence (10), N. 89° 54' 10" W., 153.36 feet; thence (11), N. 83° 32' 19" W., 515.00 feet; thence (12), N. 23° 04' 39" W., 103.44 feet; thence (13), N. 83° 32' 13" W., 20.00 feet; thence (14), S. 41° 56' 03" W., 110.51 feet; thence (15), N. 76° 03' 41" W., 328.35 feet; thence (16), N. 71° 08' 46" W., 345.97 feet; thence (17), N. 63° 32' 25" W., 646.73 feet to a point which bears N. 26° 27' 35" E., 83.00 feet from Engineer's Station 800+62.07 B.C. on the Department of Public Works Survey Control Line as shown on the map filed September 22, 1966 in State Highway Map Book 6, pages 1 to 15 inclusive, records of said County; thence (18), northwesterly, tangent to last described course, along a curve to the left, with a radius of 2106 feet, through an angle of 09° 16' 58", for a distance of 341.20 feet; thence (19), N. 72° 49' 23" W., 325.46 feet;

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thence (20), S. 89° 36' 25" W., 325.46 feet; thence (21), westerly, tangent to last described course, along a curve to the left with a radius of 2106 feet, through an angle of 16° 56' 30", for a distance of 622.72 feet; thence (22), S. 72° 39' 55" W., 531.19 feet; thence (23), S. 80° 55' 29" W., 313.25 feet; thence (24), S. 53° 50' 49" W., 139.51 feet; thence (25), westerly from a tangent which bears S. 72° 39' 55" W., along a curve to the right with a radius of 1940 feet, through an angle of 36° 03' 02" for a distance of 1220.65 feet; thence (26), N. 13° 46' 48" W., 33.31 feet; thence (27), N. 40° 51' 06" W., 20.00 feet; thence (28), S. 65° 02' 33" W., 53.32 feet; thence (29), westerly from a tangent which bears N. 69° 06' 25" W., along a curve to the right, with a radius of 1940 feet, through an angle of 27° 50' 26" for a distance of 971.82 feet to a point which bears N. 86° 44' 06" E., 172.59 feet from the southerly terminus of course (7) in the deed to State, recorded June 19, 1963 in Volume 1997 of Official Records, at page 819, records of said County; thence (30) N. 41° 15' 59" W., 443.78 feet to the center line of Armour Ranch Road, a public road; thence (31), along said center line N. 07° 44' 31" E., 118.75 feet; thence (32), northerly from a tangent which bears N. 32° 57' 12" E., along a curve to the left with a radius of 314.93 feet, through an angle of 25° 12' 41" for a length of 138.58 feet; thence (33), N. 82° 15' 29" W., 60.00 feet; thence (34) southerly from a tangent which bears S. 07° 44' 31" W., along a curve to the right with a radius of 254.93 feet, through

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an angle of $32^{\circ} 59' 30''$ for a distance of 146.79 feet; thence
(35), S. $78^{\circ} 44' 01''$ W., 45.58 feet to a point which bears
N. $48^{\circ} 44' 01''$ E., 207.00 feet from Engineer's Station 12+94.72
P.O.T. on said Survey Control Line; thence (36), N. $41^{\circ} 15' 59''$ W.,
205.82 feet; thence (37), N. $35^{\circ} 29' 55''$ W., 99.50 feet; thence
(38), N. $41^{\circ} 16' 06''$ W., 300.14 feet; thence (39),
N. $44^{\circ} 54' 20''$ W., 502.46 feet; thence (40), N. $21^{\circ} 02' 50''$ W.,
160.78 feet; thence (41), N. $50^{\circ} 41' 11''$ W., 251.45 feet; thence
(42), N. $67^{\circ} 38' 34''$ W., 112.01 feet; thence (43),
N. $46^{\circ} 24' 20''$ W., 458.37 feet; thence (44), N. $41^{\circ} 53' 12''$ W.,
1449.04 feet; thence (45), N. $29^{\circ} 57' 22''$ W., 163.17 feet;
thence (46), N. $43^{\circ} 33' 26''$ W., 800.64 feet; thence (47),
N. $40^{\circ} 27' 22''$ W., 400.00 feet; thence (48), N. $36^{\circ} 08' 19''$ W.,
110.64 feet; thence (49), N. $11^{\circ} 51' 34''$ W., 172.00 feet; thence
(50), N. $86^{\circ} 07' 19''$ W., 141.07 feet; thence (51),
N. $36^{\circ} 25' 15''$ W., 230.82 feet; thence (52), N. $44^{\circ} 42' 00''$ W.,
250.45 feet; thence (53), N. $24^{\circ} 56' 49''$ W., 231.32 feet; thence
(54), N. $62^{\circ} 44' 03''$ W., 191.27 feet; thence (55), N. $41^{\circ} 15' 59''$ W.,
1270.00 feet; thence (56), N. $25^{\circ} 19' 17''$ W., 109.20 feet; thence
(57), N. $34^{\circ} 55' 35''$ W., 226.38 feet; thence (58), N. $57^{\circ} 05' 41''$ W.,
190.64 feet; thence (59), N. $32^{\circ} 18' 41''$ W., 141.32 feet; thence
(60), N. $60^{\circ} 36' 04''$ W., 60.41 feet; thence (61), N. $41^{\circ} 34' 40''$ W.,
920.01 feet to a point which bears N. $48^{\circ} 44' 01''$ E., 93.00 feet
from Engineer's Station 103+05.89 P.O.T. on said Survey Control
Line; thence (62), N. $39^{\circ} 07' 08''$ W., 400.28 feet; thence (63),
N. $41^{\circ} 48' 51''$ W., 523.02 feet; thence (64), N. $48^{\circ} 44' 02''$ E.,

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83.89 feet; thence (65), N. 01° 46' 35" E., 60.00 feet; thence (66), N. 79° 28' 57" W., 169.47 feet; thence (67), N. 44° 35' 09" W., 502.57 feet; thence (68), N. 43° 29' 22" W., 800.77 feet; thence (69), N. 40° 58' 35" W., 583.46 feet; thence (70), N. 51° 36' 54" W., 153.64 feet; thence (71), N. 43° 11' 17" W., 1005.00 feet; thence (72), N. 16° 20' 50" E., 19.72 feet; thence (73), N. 43° 11' 17" W., 20.00 feet; thence (74), S. 77° 16' 45" W., 19.72 feet; thence (75), N. 43° 11' 17" W., 2174.88 feet; thence (76), N. 16° 48' 41" E., 50.07 feet to an intersection with the southerly line of the parcel of land conveyed to Don C. Montgomery, et ux., by deed recorded August 2, 1962, in Volume 1944 of Official Records, at page 659, records of said County, said intersection being distant along said southerly line, S. 88° 26' 47" E., 144.98 feet from the intersection of said southerly line with the center line of the State Highway Route 80 as said center line is referred to in said deed; thence (77), along said southerly line, N. 88° 26' 47" W., 314.47 feet; thence (78), S. 43° 11' 17" E., 1401.24 feet; thence (79), S. 41° 45' 21" E., 200.06 feet; thence (80), S. 43° 20' 27" E., 817.79 feet; thence (81), S. 14° 19' 29" W., 22.74 feet; thence (82), S. 43° 11' 17" E., 20.00 feet; thence (83), N. 74° 12' 52" E., 21.73 feet; thence (84), S. 43° 20' 28" E., 1015.00 feet; thence (85), S. 29° 27' 07" E., 231.62 feet; thence (86), S. 51° 43' 07" E., 303.36 feet; thence (87), S. 47° 28' 38" E., 200.56 feet; thence (88), S. 43° 03' 09" E., 898.20 feet; thence (89), S. 09° 01' 31" E., 95.37 feet; thence (90), S. 50° 22' 34" W., 123.32 feet; thence (91), N. 88° 19' 22" W., 160.85 feet; thence (92), S. 01° 46' 04" W., 60.00 feet; thence (93), S. 79° 17' 28" E., 230.45 feet; thence

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(94), southeasterly, tangent to last described course, along a curve to the right, with a radius of 700 feet, through an angle of $35^{\circ} 29' 38''$ for a distance of 433.64 feet; thence (95), S. $43^{\circ} 47' 50''$ E., 905.89 feet to a point which bears S. $48^{\circ} 44' 01''$ W., 87.00 feet from Engineer's Station 103+05.89 P.O.T. on said Survey Control Line; thence (96), S. $41^{\circ} 15' 59''$ E., 963.00 feet; thence (97), S. $21^{\circ} 58' 37''$ E., 105.95 feet; thence (98), S. $57^{\circ} 12' 43''$ E., 109.20 feet; thence (99), S. $32^{\circ} 36' 28''$ E., 199.27 feet; thence (100), S. $47^{\circ} 58' 34''$ E., 256.76 feet; thence (101), S. $42^{\circ} 46' 25''$ E., 380.13 feet; thence (102), S. $40^{\circ} 59' 37''$ E., 1050.01 feet; thence (103), S. $24^{\circ} 26' 43''$ E., 224.61 feet; thence (104), S. $38^{\circ} 44' 24''$ E., 340.33 feet; thence (105), N. $71^{\circ} 50' 53''$ E., 89.16 feet; thence (106), S. $41^{\circ} 15' 59''$ E., 170.00 feet; thence (107), S. $21^{\circ} 41' 42''$ E., 95.52 feet; thence (108), S. $41^{\circ} 15' 59''$ E., 150.00 feet; thence (109), S. $55^{\circ} 18' 10''$ E., 103.08 feet; thence (110), S. $42^{\circ} 07' 08''$ E., 550.06 feet; thence (111), S. $37^{\circ} 48' 55''$ E., 601.09 feet; thence (112), S. $47^{\circ} 16' 20''$ E., 301.65 feet; thence (113), S. $40^{\circ} 34' 51''$ E., 465.04 feet; thence (114), S. $43^{\circ} 19' 04''$ E., 335.22 feet; thence (115), S. $39^{\circ} 34' 06''$ E., 506.11 feet; thence (116), S. $41^{\circ} 15' 59''$ E., 400.00 feet; thence (117), S. $30^{\circ} 41' 34''$ E., 152.59 feet; thence (118), S. $51^{\circ} 28' 13''$ E., 254.02 feet; thence (119), S. $42^{\circ} 43' 39''$ E., 392.13 feet; thence (120), S. $41^{\circ} 16' 05''$ E., 20.00 feet; thence (121), N. $78^{\circ} 44' 00''$ E., 34.64 feet; thence (122), S. $41^{\circ} 15' 59''$ E., 1290.68 feet to a point which bears S. $37^{\circ} 43' 04''$ W., 135.50 feet from the southeasterly terminus of course numbered (6) in the deed to

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the State of California, recorded June 19, 1963, in Volume 1997 of Official Records at page 819, records of said County; thence (123), N. 48° 44' 07" E., 18.08 feet to a point on the southwesterly line of the parcel of land conveyed to State for highway purposes by deed recorded December 8, 1934 in Volume 317 of Official Records at page 289, records of said County; thence (124), easterly along said southwesterly line and along the southwesterly line of the two parcels conveyed to State for highway purposes by two deeds, one recorded March 1, 1934, in Volume 295 of Official Records at page 468 and one recorded March 1, 1934 in Volume 298 of Official Records at page 420, both, records of said County, to an intersection with a line projected N. 17°00'00" W., from a point which bears S. 43° 17' 04" W., 71.03 feet from Engineer's Station 840+50 P.O.C. on said Survey Control Line; thence (125), along said projected line S. 17°00'00" E., 63.47 feet to last said point; thence (126), S. 49° 26' 49" E., 20.00 feet; thence (127), N. 51° 36' 55" E., 36.63 feet; thence (128), S. 67° 53' 18" E., 191.99 feet; thence (129), easterly from a tangent which bears S. 74° 00' 45" E., along a curve to the left with a radius of 1415 feet, through an angle of 32° 34' 46" for a distance of 804.60 feet; thence (130), N. 73° 24' 29" E., 1057.33 feet; thence (131), N. 71° 18' 24" E., 265.74 feet; thence (132), N. 69° 57' 54" E., 69.58 feet; thence (132A), N. 73° 45' 11" E., 290.27 feet; thence (133), easterly from a tangent which bears N. 75° 20' 45" E., along a curve to the right with a radius of 1962 feet, through an angle of 14° 33' 39" for a distance of 498.61 feet; thence (134), easterly from a tangent which bears

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N. 86° 46' 27" E., along a curve to the right with a radius of 1960 feet, through an angle of 23° 14' 02" for a distance of 794.80 feet; thence (135), S. 63° 32' 25" E., 254.95 feet; thence (136), S. 44° 45' 44" E., 105.62 feet; thence (137), S. 63° 32' 25" E., 291.78 feet; thence (138), easterly tangent to last described course, along a curve to the left, with a radius of 2120 feet, through an angle of 19° 59' 54", for a distance of 739.96 feet; thence (139), S. 42° 55' 20" E., 84.49 feet; thence (140), S. 83° 32' 19" E., 20.00 feet; thence (141), N. 34° 15' 46" E., 62.18 feet; thence (142), S. 83° 55' 57" E., 582.01 feet; thence (143), S. 74° 25' 29" E., 191.34 feet; thence (144), S. 62° 08' 16" E., 118.95 feet; thence (145), N. 51° 03' 03" E., 100.45 feet; thence (146), S. 81° 19' 45" E., 1940.27 feet; thence (147), S. 80° 03' 52" E., 500.11 feet; thence (148), S. 80° 04' 00" E., 200.05 feet; thence (149), S. 69° 58' 58" E., 152.97 feet; thence (150), N. 08° 42' 26" E., 160.00 feet to the TRUE point of beginning.

Excepting therefrom that portion conveyed to Emma J. Clark by deed recorded March 27, 1945 in Volume 642, at page 99, and by Decree of Preliminary Distribution recorded January 18, 1957 in Volume 1424, at page 396, both Official Records of said County.

Excepting therefrom that portion of the strip of land 60 feet in width conveyed to the County of Santa Barbara for all uses and purposes of a public road by deed recorded September 27, 1940 in Volume 502 of Official Records, at page 227, records of said County.

This conveyance includes a portion now used and acknowledged as public road.

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This conveyance is made for the purposes of a freeway and connecting roads and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property in and to said freeway, including rights of access over the existing State Highway at said freeway provided, however, that such remaining property shall have access as hereinafter provided, to said road connections which will be connected to the freeway.

The said rights of access to said connecting roads shall be expressly limited as follows:

1. The remaining lands lying northeasterly of said freeway shall have access over and across all of said course (33) and the northeasterly 136 feet of said course (34) to Armour Ranch Road, and also over and across all of said course (65) to Armour Ranch Road.
2. The remaining lands lying southwesterly of said freeway shall have access over and across all of said courses (91) and (92) and the westerly 120.45 feet of said course (93) to Santa Barbara Avenue.

Excepting and Reserving, however, to the grantor, his successors or assigns, the right of access to the freeway over and across said courses (13), (27), (73), (82), (120), (126), and (140), being 20-foot access openings, and the northerly 30.44 feet of course (76) above, to a 30-foot access opening extending N. 43° 11' 17" W., 30.00 feet from the southerly terminus of said 30.44 feet of said course (76).

Further excepting and reserving, however, to the Grantor, his successors and assigns, the right to utilize and to maintain separate locks upon the 10-foot-wide gates being constructed by

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Grantee to the southwest and northeast, respectively, of Engineer's Station 50 / 50 (which gates are respectively located within courses (46) and (111) above), for the sole and limited purpose of retrieving through said gates any livestock which may stray upon the expressway. Said gates shall not be utilized for any other access purposes, and the herein-reserved right to utilize said gates shall cease and terminate and said gates shall be replaced with fencing at such future time as the lands which respectively adjoin said gates are devoted to a higher and better use and cease to be utilized for cattle raising or other livestock raising purposes. Grantor and Grantee will each maintain separate locks on said gates so that each may obtain access without the other.

ALSO, the grantor does hereby convey to the State of California five easements for drainage purposes, described as follows:

45-8. Beginning at the southerly terminus of said course (150); thence S. 08° 42' 26" W., 60.00 feet; thence N. 66° 13' 00" W., 362.48 feet to the westerly terminus of said course (148); thence easterly along said courses (148) and (149) to the point of beginning.

45-9. Beginning at the easterly terminus of said course (143); thence S. 10° 17' 52" E., 82.72 feet; thence S. 19° 42' 08" W., 150.00 feet; thence S. 78° 52' 45" W., 97.63 feet; thence N. 19° 42' 08" E., 150.00 feet; thence N. 34° 16' 18" W., 183.45 feet to the westerly terminus of said course (143); thence easterly along last said course to the point of beginning.

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45-11. Beginning at the easterly terminus of said course (10); thence N. 06° 51' 38" W., 162.37 feet; thence S. 78° 56' 11" W., 99.63 feet; thence S. 14° 18' 53" W., 146.37 feet to the westerly terminus of course (10) above; thence easterly along last said course to the point of beginning.

45-13. Beginning at a point on said course (23), distant westerly along last said course 75.77 feet from the easterly terminus thereof; thence N. 51° 50' 35" W., 326.58 feet; thence S. 38° 09' 25" W., 97.08 feet; thence S. 51° 50' 35" E., 236.78 feet to a point on said course (23); thence easterly along last said course to the point of beginning.

45-15. Beginning at the southeasterly terminus of said course (104); thence S. 69° 59' 02" W., 96.57 feet; thence N. 30° 08' 14" W., 310.85 feet; thence N. 48° 44' 01" E., 45.00 feet to the northwesterly terminus of said course (104); thence southeasterly along last said course to the point of beginning.

AND ALSO, the grantor does hereby convey to the State of California, an easement for slope purposes, described as follows:

45-10. Beginning at a point on said course (7), distant westerly 100.00 feet from the easterly terminus thereof; thence N. 33° 52' 03" W., 210.70 feet; thence S. 58° 28' 26" W., 221.99 feet to the northwesterly terminus of said course (9); thence easterly along said courses (9), (8) and (7) to the point of beginning.

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AND ALSO grantor does hereby convey to State two easements for slope and drainage purposes, described as follows:

45-14. Beginning at the easterly terminus of said course (109); thence S. 79° 55' 28" W., 216.26 feet; thence N. 01°09'56" W., 298.07 feet to the westerly terminus of said course (107); thence easterly along said courses (107), (108), and (109) to the point of beginning.

45-12. Beginning at the southeasterly terminus of said course (136); thence N. 69° 15' 02" W., 100.50 feet; thence N. 63°37'47" W., 297.15 feet; thence N. 82° 53' 04" W., 464.76 feet; thence N. 82° 00' 32" W., 407.56 feet; thence S. 86° 37' 56" W., 613.54 feet to the westerly terminus of said course (132A); thence easterly along said courses (132A), (133), (134), (135) and (136) to the point of beginning.

Bearings and distances used herein are based on the California Coordinate System, Zone 5; multiply distances by 1.0001027 to obtain ground level distances.

Excepting and reserving unto grantor, his successors, or assigns the privilege of moving livestock and equipment for agricultural purposes across and beneath the State highway through two equipment and cattle pass structures to be constructed at approximately Engineer's Stations 72+00 "A" and 130+00 "A" on the center line of said freeway, and also the privilege of moving livestock and equipment for agricultural purposes across said highway beneath the bridge structures existing and to be constructed at approximately Engineer's

Stations 779+10 "B", 15+60 and 4+00 "A" on said center line; provided that such privilege shall not be exercised at the surface of said highway or by means other than the hereinabove described structures or for any other purpose and that such privilege shall cease and terminate upon discontinuance of the use of the abutting lands for agricultural purposes; provided, further that any maintenance of said crossings required by reason of use thereof for purposes of grantor shall be the obligation of said owners of abutting lands.

Reserving unto grantor, his successors and assigns, the right to install, replace, repair, remove and maintain water pipelines transversely under said State highway at the following locations on the above said center line:

Engineer's Station 755+60 "B", 24" conduit.

Engineer's Station 762+15 "B", 24" conduit.

Engineer's Station 771+00 "B", 24" conduit.

At the time of construction, Grantee shall furnish and install said 24-inch conduit under and across the roadbed at said Engineer's Stations. Grantor understands and agrees that upon completion of the installation of said conduit, it shall become the property of the Grantor and will be the Grantor's obligation thereafter to maintain and repair said conduit.

Also reserving unto Grantor, his successors and assigns, the right to install, replace, repair, remove and maintain irrigation pipeline transversely under the State highway at Engineer's Stations 775+55 "B", 785+35 "B" and 93+10 "A".

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The facility shall be installed beneath the surface of the highway within 8" conduit to be constructed, owned and maintained by the grantee transversely across the highway at said Engineer's Stations shown immediately above.

Also reserving unto Grantor, his successors and assigns, the right to install, replace, repair, remove and maintain electrical lines transversely under said highway at Engineer's Station 762+15 "g".

The underground electrical facility shall be installed beneath the surface of said highway within a 2-inch conduit to be constructed, owned and maintained by the Grantee transversely across said highway at the location described immediately above.

The grantor's right to repair his facilities existing within the State-owned right of way is limited to performing such maintenance and repair from outside said highway right of way. In no instance shall the grantor have the right to traverse or use said highway right of way for maintenance or repair of his facilities without securing the issuance of a permit from the state, which approval shall not be unreasonably withheld.

Reserving to grantor, his successors and assigns, the right to install, replace, repair, remove and maintain, water lines across the freeway beneath bridge structures to be constructed at approximately Engineer's Station 779+10 "B" and 15+60 "A" and through the above said equipment and cattle pass structure at approximate Engineer's Station 130+00, provided that such right shall not be exercised at the surface of said freeway or by means other than the hereinabove structures and

10707

in no instance shall grantor have the right to attach pipe supports to said structures.

Excepting and reserving to the Grantor, his successors and assigns all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof; and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands.

SUBJECT TO covenants, conditions, restrictions and reservations of record, easements or rights of way over the hereinabove-described land for public or quasi-public utility or public street purposes, if any; and all other items set forth in paragraph 2(A) of the concurrent unrecorded Right of way Contract between the parties hereto.

This Deed is made pursuant to the Order Confirming

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END 2227 PAGE 151

and Authorizing Sale and Conveyance of Real Property to the State of California for Freeway, Connecting Road and Incidental Purposes, which Order was made and entered the 14th day of March, 1968, in the Matter of the Estate of ANNA V. CRAWFORD, also known as NAN VICKERS CRAWFORD, deceased, Probate Case No. P 508694, in the Superior Court of the State of California, for the County of Los Angeles, to which reference is hereby made.

It is mutually agreed and understood that the consideration for this conveyance includes all costs that have been or may hereafter be incurred by the Grantor herein, or his successors or assigns, for the relocation or rearrangement of any and all water lines, water troughs, gates, access and frontage roads and road approaches, fences and other improvements that are located on the remaining property of Grantor; and the Grantor, for himself and his successors or assigns, hereby waives any and all claims for damages of whatever nature that may hereafter accrue to said remaining property by reason of the construction of the highway improvement in the manner contemplated by that certain unrecorded highway deed map dated January, 1967, of Santa Barbara County Route 154, post miles 6.3 to 12.1, consisting of 9 sheets numbered 2 through 10, inclusive, including any damages that have arisen or may hereafter arise to such remainder in the event said existing improvements, the relocation of which is being currently paid for by Grantee, are not in fact relocated or rearranged by Grantor.

DATED: 3-7 1968.

John Vickers Crawford
 JOHN VICKERS CRAWFORD as executor of the
 Will of Anna V. Crawford, deceased

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STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } ss.

On March 7, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN VICKERS CRAWFORD, executor of the will of ANNA V. CRAWFORD, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such executor.

WITNESS my hand and official seal.



Yolanda Bebout
Notary Public, in and for the
County of Santa Barbara, State
of California YOLANDA BEBOUT

My Commission Expires: May 19, 1968

10737 (CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SEC. 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Public Works, Division of Highways, hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of March, 19 68

SAMUEL B. NELSON
Director of Public Works

By R. E. Wilson
R. E. Wilson

District Right of Way Agent Attorney in Fact

FORM R/W-22
REV. 1961. FORM 8-66 DIST. 870

////// END OF DOCUMENT //////////////////////////////////

EXHIBIT N

Exception 16

Recordin. Requested by
County of Santa Barbara

When Recorded Return to the
Clerk of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, California 93101

3889
RECORDED AT REQUEST OF
BOOK 2385 PAGE 431
FEB 3 2 03 PM '72
OFFICIAL RECORDS
SANTA BARBARA CO., CALIF.
RITA VAN BUSKIRK, RECORDER

NO FEE

SHORT FORM LAND CONSERVATION CONTRACT

Incorporating Board of Supervisors Resolution by Reference

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS 1st day
of January, 19 72, by and between JOHN VICKERS CRAWFORD
and THOMAS H. CRAWFORD

hereinafter referred to as "OWNER" and the COUNTY OF SANTA BARBARA, a
political subdivision of the State of California, hereinafter referred to as
"COUNTY."

W I T N E S S E T H :

WHEREAS, OWNER possesses certain real property situate in the
County of Santa Barbara, State of California, hereinafter referred to as
"THE SUBJECT PROPERTY," and more particularly described in Exhibit A attached
hereto and by this reference incorporated herein; and

WHEREAS, THE SUBJECT PROPERTY is now devoted to agricultural uses
and uses compatible thereto; and

WHEREAS, THE SUBJECT PROPERTY is located in an "agricultural
preserve" heretofore established by the County, and designated as the
J.V. CRAWFORD et al Preserve (71-AP-37(71-RZ-67) with 100 AG zoning
restrictions

NOW, THEREFORE, both OWNER and COUNTY, in consideration of the
mutual promises, covenants and conditions to which reference is made herein
and substantial public benefits to be derived therefrom, do hereby agree as
follows:

FIRST: THE SUBJECT PROPERTY shall be subject to all restrictions
and conditions adopted by resolutions and minute orders by the Board of
Supervisors of the County of Santa Barbara, California, and recorded on
November 5, 1971, as Instrument Numbers 36186, Bk. 2371, pg. 402; 36187,
Bk. 2371, pg. 404; 36188, Bk. 2371, pg. 406; 36189, Bk. 2371, pg. 413;

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36190, Bk. 2371, pg. 419; 36191, Bk. 2371, pg. 424; 36192, Bk. 2371, pg. 429 of the Official records of the County of Santa Barbara, California, and IT IS MUTUALLY AGREED THAT the conditions and restrictions set forth in said resolutions and minute orders are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length and the OWNER will observe and perform said provisions.

SECOND: The minimum acreage for new parcels described in Uniform Rule No. 6 dated August 9, 1971, shall be 100 acres.

THIRD: In consideration of the premises, OWNER shall indemnify and save harmless COUNTY from and against any and all claims, liability, suits, damages, costs including reasonable attorney's fees, losses and expenses in any manner resulting from, arising out of, or connected with the use of the attached Assessor's Parcel Map and the description of THE SUBJECT PROPERTY.

FOURTH: This Contract shall be effective as of the first day of January, 19 72.

IN WITNESS WHEREOF, the OWNER and COUNTY have entered into this Contract the day and year first above written.

COUNTY OF SANTA BARBARA

By [Signature] Vice-Chairman, Board of Supervisors

ATTEST: J. E. Lewis, County Clerk and Ex Officio Clerk of the Board of Supervisors

OWNERS: [Signatures of John Vickers Crawford and Thomas H. Crawford]

By _____

APPROVED AS TO FORM

GEORGE P. KADING COUNTY COUNSEL

By [Signature: Stephanie B. Huddle]

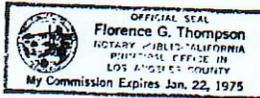
STATE OF CALIFORNIA, COUNTY OF Los Angeles

3889

On December 9th, 19 72 before me, the undersigned, a Notary Public in and for said State, personally appeared John Vickers Crawford, and Thomas H. Crawford

to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



[Signature: Florence G. Thompson] Notary Public in and for said State

19 512 A 7-64
LTA GUARANTEE
FORM NO. 17

3889

DOC. 2385 FALL 433

SCHEDULE A

LOT BOOK GUARANTEE

No. 129422-21

The assurances referred to on the face page are:
That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

A. The last recorded instrument purporting to transfer title to said real property is:

Doc. recorded Sept. 14, 1970 Doc. No. 24829 in Book 2320 Page 975
In favor of John Vickers Crawford and Thomas H. Crawford, each as to an undivided $\frac{1}{2}$ interest and by
Doc. recorded Sept. 8, 1971 as Doc. No. 28988 in Book 2363 at Page 989
In favor of John V. Crawford and Thomas H. Crawford each as to an undivided $\frac{1}{2}$ interest

B. There are no mortgages or deeds of trust which purport to affect said real property other than those shown below under Exceptions or additional matters (as requested).

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

1. A Deed of Trust in the amount of: none

Trustor
Trustee
Beneficiary

2. A Deed of Trust in the amount of:

Trustor
Trustee
Beneficiary

Recorded	Instrument No.	Book	Page

Recorded	Instrument No.	Book	Page

Additional matters (as requested):

Approved
Eric A. Ariza
Assistant
County Surveyor
Santa Barbara County
10-15-71

DESCRIPTION:

Lots 9 through 20, inclusive, of Tract 18; Lots 1 through 12, inclusive, of Tract 24; Lots 1 through 12, inclusive of Tract 25; and that portion of Tract 16 lying northeasterly of the northeasterly line of the tract of land granted to the State of California by Executor's Deed recorded April 2, 1968, as Inst. No. 10737 in Book 2227 at Page 136 of Official Records, in the Office of the County Recorder of said County, of the Rancho Canada de los Pinos, or College Ranch, in the County of Santa Barbara, State of California, as shown on the map thereof, filed in Rack 3, as Map 4, in the Office of the County Recorder of said County.

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RECEIVED
SEP 24 1971
SANTA BARBARA COUNTY
PLANNING DEPARTMENT

10737
2227 135
NO FEE

STATE OF CALIFORNIA
DIVISION OF HIGHWAYS
P. O. BOX 861
SAN LUIS OBISPO, CA 93101

05-50-154 12.177.1 845

EXECUTOR'S DEED

STAMPS HEREIN
EXPER EXEMPTED

JIM VICKERS CRAWFORD, as Executor of the Will of ANNA V. CRAWFORD, deceased, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the STATE OF CALIFORNIA, all of the right, title and interest of said decedent at the time of her death, and all of the right, title and interest that her estate may have subsequently acquired by operation of law, or otherwise, in and to the real property in the County of Santa Barbara, State of California, described as follows:

Those portions of tracts "A" and "B" of the Rancho Loma de la Purificacion, in the County of Santa Barbara, as shown on the map filed in the office of the Clerk of the Santa Barbara County Superior Court on November 7, 1883, in action for partition entitled "Margaret A. Moore, et al., vs Magdalena Moore, et al.", Case No. 640 and those portions of the Canas de los Pinos, or College Rancho, in said County, as shown on the map filed in Book 3, Map 4, records of said County, described as follows:

Distances and dimensions used herein are based on the California Coordinate System, Zone 5; multiply distances by 1.0001627 to obtain ground level distances.

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BOOK 2227 PAGE 137

Beginning at Engineer's Station 730+00 "B" as described under PARCEL C-2 in "Abandonment of Superseceded State Highway in the County of Santa Barbara, Road V-52-80-B", recorded October 2, 1932, in Volume 1099 of Official Records, at page 430, records of said County; thence S. 81° 17' 34" E., 150.00 feet to the TRUE point of beginning; thence (1), N. 08° 42' 25" E., 75.00 feet; thence (2), N. 79° 25' 19" W., 390.71 feet; thence (3), N. 84° 12' 21" W., 452.58 feet; thence (4), N. 81° 17' 34" W., 700.00 feet; thence (5), N. 78° 25' 49" W., 200.25 feet; thence (6), N. 81° 17' 40" W., 900.15 feet; thence (7), S. 88° 11' 15" W., 204.05 feet; thence (8), S. 82° 41' 03" W., 100.41 feet; thence (9), N. 54° 22' 09" W., 114.29 feet; thence (10), N. 89° 54' 10" W., 153.36 feet; thence (11), N. 83° 32' 19" W., 515.00 feet; thence (12), N. 23° 04' 37" W., 103.64 feet; thence (13), N. 83° 32' 19" W., 20.00 feet; thence (14), S. 41° 56' 03" W., 110.51 feet; thence (15), S. 76° 03' 41" W., 328.33 feet; thence (16), N. 71° 06' 46" W., 345.97 feet; thence (17), N. 53° 32' 23" W., 545.73 feet to a point which bears N. 25° 27' 35" E., 83.00 feet from Engineer's Station 800+62.07 D.C. on the Department of Public Works Survey Control Line as shown on the map filed September 22, 1966 in State Highway Map-Book 5, pages 1 to 15 inclusive, records of said County; thence (18), northwesterly, tangent to last described course, along a curve to the left, with a radius of 2106 feet, through an angle of 09° 16' 58", for a distance of 341.20 feet; thence (19), N. 72° 49' 23" W., 325.46 feet;

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thence (20), S. 89° 26' 25" W., 325.04 feet; thence (21), westerly, tangent to last described course, along a curve to the left with a radius of 2105 feet, through an angle of 16° 50' 30", for a distance of 622.72 feet; thence (22), N. 72° 39' 55" W., 131.19 feet; thence (23), S. 50° 55' 26" W., 313.25 feet; thence (24), S. 53° 50' 49" W., 137.51 feet; thence (25), westerly from a tangent which bears N. 72° 39' 55" W., along a curve to the right with a radius of 1940 feet, through an angle of 35° 03' 02" for a distance of 1220.65 feet; thence (26), N. 13° 45' 20" W., 37.31 feet; thence (27), N. 60° 51' 05" W., 20.00 feet; thence (28), N. 65° 02' 31" W., 53.32 feet; thence (29), westerly from a tangent which bears N. 63° 08' 25" W., along a curve to the right, with a radius of 1940 feet, through an angle of 27° 50' 26" for a distance of 971.82 feet to a point which bears N. 86° 44' 06" E., 172.59 feet from the southerly terminus of course (7) in the deed to State, recorded June 19, 1963 in Volume 1957 of Official Records, at page 819. Records of said County; thence (30) N. 41° 15' 59" W., 643.78 feet to the center line of Armour Ranch Road, a public road; thence (31), along said center line N. 07° 44' 31" E., 118.75 feet; thence (32), westerly from a tangent which bears N. 32° 53' 12" E., along a curve to the left with a radius of 314.92 feet, through an angle of 25° 12' 41" for a length of 138.58 feet; thence (33), N. 87° 15' 29" W., 60.00 feet; thence (34) southerly from a tangent which bears S. 07° 44' 31" W., along a curve to the right with a radius of 254.93 feet, through

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an angle of $32^{\circ} 59' 30''$ for a distance of 146.79 feet; thence
 (35), S. $76^{\circ} 44' 01''$ W., 41.58 feet to a point which bears
 N. $48^{\circ} 44' 01''$ E., 207.00 feet from Engineer's Station 12795.72
 P.O.T. on said Survey Control Line; thence (36), N. $41^{\circ} 15' 53''$ W.,
 205.87 feet; thence (37), N. $35^{\circ} 29' 53''$ W., 99.50 feet; thence
 (38), N. $41^{\circ} 16' 06''$ W., 300.14 feet; thence (39),
 N. $44^{\circ} 34' 20''$ W., 502.46 feet; thence (40), N. $21^{\circ} 07' 50''$ W.,
 160.78 feet; thence (41), N. $50^{\circ} 41' 11''$ W., 251.45 feet; thence
 (42), N. $67^{\circ} 38' 31''$ W., 112.01 feet; thence (43),
 N. $46^{\circ} 26' 20''$ W., 458.37 feet; thence (44), N. $41^{\circ} 53' 12''$ W.,
 1449.04 feet; thence (45), N. $79^{\circ} 57' 22''$ W., 163.17 feet;
 thence (46), N. $63^{\circ} 33' 26''$ W., 800.56 feet; thence (47),
 N. $40^{\circ} 27' 22''$ W., 400.00 feet; thence (48), N. $35^{\circ} 08' 19''$ W.,
 110.64 feet; thence (49), N. $11^{\circ} 51' 34''$ W., 172.00 feet; thence
 (50), N. $55^{\circ} 07' 19''$ W., 141.07 feet; thence (51),
 N. $36^{\circ} 25' 15''$ W., 230.82 feet; thence (52), N. $46^{\circ} 42' 00''$ W.,
 250.43 feet; thence (53), W. $25^{\circ} 56' 43''$ W., 231.32 feet; thence
 (54), N. $62^{\circ} 44' 03''$ W., 191.27 feet; thence (55), N. $41^{\circ} 15' 59''$ W.,
 1270.00 feet; thence (56), S. $25^{\circ} 16' 17''$ W., 109.20 feet; thence
 (57), N. $34^{\circ} 55' 35''$ W., 226.33 feet; thence (58), N. $57^{\circ} 05' 41''$ W.,
 190.64 feet; thence (59), N. $32^{\circ} 18' 51''$ W., 141.32 feet; thence
 (60), N. $60^{\circ} 36' 04''$ W., 60.51 feet; thence (61), N. $41^{\circ} 34' 40''$ W.,
 920.01 feet to a point which bears N. $45^{\circ} 44' 01''$ E., 93.00 feet
 from Engineer's Station 103-05.89 P.O.T. on said Survey Control
 Line; thence (62), N. $39^{\circ} 07' 05''$ W., 400.28 feet; thence (63),
 N. $41^{\circ} 48' 51''$ W., 523.02 feet; thence (64), N. $43^{\circ} 44' 02''$ E.,

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 PER COPY

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83.89 feet; thence (65), N. 01° 46' 35" E., 50.00 feet; thence (66), N. 79° 28' 57" W., 169.47 feet; thence (67), N. 24° 35' 00" W., 502.57 feet; thence (68), N. 43° 29' 22" W., 800.77 feet; thence (69), N. 40° 50' 35" W., 533.46 feet; thence (70), N. 51° 26' 30" W., 153.64 feet; thence (71), N. 43° 11' 17" W., 1005.00 feet; thence (72), N. 16° 20' 30" E., 19.72 feet; thence (73), N. 43° 11' 17" W., 20.00 feet; thence (74), S. 77° 15' 43" W., 19.72 feet; thence (75), N. 43° 11' 17" W., 2174.89 feet; thence (76), N. 15° 04' 41" E., 30.07 feet to an intersection with the southerly line of the parcel of land conveyed to Don C. Montgomery, et al., by deed recorded August 2, 1952, in Volume 1944 of Official Records, at page 89, records of said County, said intersection being distant along said southerly line, S. 18° 26' 47" E., 144.98 feet from the intersection of said southerly line with the center line of the State Highway Route 30 as said center line is referred to in said deed; thence (77), along said southerly line, N. 88° 26' 47" W., 314.47 feet; thence (78), S. 43° 11' 17" E., 1401.24 feet; thence (79), S. 41° 45' 21" E., 200.05 feet; thence (80), S. 43° 20' 33" E., 817.79 feet; thence (81), S. 14° 19' 29" W., 24.74 feet; thence (82), S. 43° 11' 17" E., 20.00 feet; thence (83), N. 74° 12' 52" E., 21.73 feet; thence (84), S. 43° 20' 28" E., 1015.00 feet; thence (85), S. 29° 27' 07" E., 231.62 feet; thence (86), S. 51° 43' 07" E., 303.36 feet; thence (87), S. 47° 23' 32" E., 200.56 feet; thence (88), S. 43° 03' 09" E., 898.20 feet; thence (89), S. 09° 01' 31" E., 95.37 feet; thence (90), S. 50° 22' 34" W., 123.32 feet; thence (91), N. 88° 19' 22" W., 160.85 feet; thence (92), S. 01° 45' 02" W., 60.00 feet; thence (93), S. 79° 17' 28" E., 230.45 feet; thence

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(94), southeasterly, tangent to last described course, along a curve to the right, with a radius of 700 feet, through an angle of 25° 29' 38" for a distance of 533.64 feet; thence (95), S. 43° 47' 50" E., 905.49 feet to a point which bears S. 48° 44' 01" W., 87.00 feet from Engineer's Station 103-03.35 P.M.T. on said Survey Control Line; thence (96), S. 41° 15' 59" E., 963.00 feet; thence (97), S. 21° 54' 37" E., 103.95 feet; thence (98), S. 57° 12' 43" E., 109.20 feet; thence (99), S. 32° 36' 28" E., 190.27 feet; thence (100), S. 47° 58' 34" E., 256.76 feet; thence (101), S. 42° 46' 25" E., 390.13 feet; thence (102), S. 40° 59' 37" E., 1050.01 feet; thence (103), S. 24° 25' 43" E., 224.61 feet; thence (104), S. 38° 44' 24" E., 340.33 feet; thence (105), S. 71° 30' 53" E., 89.16 feet; thence (106), S. 43° 15' 59" E., 170.06 feet; thence (107), S. 21° 41' 42" E., 95.32 feet; thence (108), S. 41° 15' 59" E., 150.00 feet; thence (109), S. 55° 13' 10" E., 103.06 feet; thence (110), S. 42° 07' 08" E., 550.06 feet; thence (111), S. 37° 48' 55" E., 601.09 feet; thence (112), S. 47° 26' 20" E., 301.65 feet; thence (113), S. 40° 34' 00" E., 463.04 feet; thence (114), S. 43° 19' 04" E., 335.22 feet; thence (115), S. 39° 34' 06" E., 506.11 feet; thence (116), S. 41° 15' 59" E., 400.00 feet; thence (117), S. 30° 41' 34" E., 152.59 feet; thence (118), S. 51° 26' 13" E., 254.02 feet; thence (119), S. 42° 43' 29" E., 392.13 feet; thence (120), S. 41° 16' 05" E., 20.00 feet; thence (121), S. 78° 44' 00" E., 34.64 feet; thence (122), S. 41° 15' 59" E., 1290.68 feet to a point which bears S. 37° 43' 02" W., 135.20 feet from the southeasterly terminus of course numbered (6) in the deed to

-6-

RECORDED
NO. 10737

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DOCY 2385 PAGE 440

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the State of California, recorded June 19, 1943, in Volume 1937 of Official Records at page 819, records of said County; thence (123), N. 48° 46' 07" E., 18.00 feet to a point on the southwesterly line of the parcel of land conveyed to State for highway purposes by deed recorded December 5, 1934 in Volume 317 of Official Records at page 289, records of said County; thence (124), easterly along said southwesterly line and along the southwesterly line of the two parcels conveyed to State for highway purposes by two deeds, one recorded March 1, 1934, in Volume 245 of Official Records at page 468 and the other recorded March 1, 1934 in Volume 298 of Official Records at page 420, both, records of said County, to an intersection with a line projected N. 17°00'00" E., from a point which bears S. 43° 17' 04" W., 31.03 feet from Engineer's Station 840+30 P.O.C. on said Survey Control Line; thence (125), along said projected line S. 17°00'00" E., 63.47 feet to last said point; thence (126), S. 49° 26' 49" E., 20.00 feet; thence (127), N. 51° 36' 55" E., 35.63 feet; thence (128), S. 87° 53' 18" E., 191.99 feet; thence (129), easterly from a tangent which bears S. 7° 00' 45" E., along a curve to the left with a radius of 1415 feet, through an angle of 32° 34' 46" for a distance of 804.60 feet; thence (130), S. 73° 25' 29" E., 1037.33 feet; thence (131), N. 71° 18' 24" E., 255.74 feet; thence (132), N. 69° 57' 36" E., 69.58 feet; thence (132A), N. 73° 45' 11" E., 290.27 feet; thence (133), easterly from a tangent which bears N. 73° 20' 45" E., along a curve to the right with a radius of 1962 feet, through an angle of 1° 33' 39" for a distance of 498.61 feet; thence (134), easterly from a tangent which bears

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E. 86° 46' 27" E., along a curve to the right with a radius of 1940 feet, through an angle of 23° 15' 02" for a distance of 794.80 feet; thence (133), S. 63° 22' 23" E., 234.95 feet; thence (136), S. 44° 45' 42" E., 105.62 feet; thence (137), S. 63° 32' 25" E., 291.78 feet; thence (138), easterly tangent to last described course, along a curve to the left, with a radius of 2120 feet, through an angle of 19° 59' 55", for a distance of 739.96 feet; thence (139), S. 42° 55' 20" E., 84.19 feet; thence (140), S. 33° 32' 19" E., 20.00 feet; thence (141), N. 34° 15' 46" E., 62.15 feet; thence (142), S. 83° 55' 57" E., 382.01 feet; thence (143), S. 74° 25' 25" E., 191.34 feet; thence (144), S. 62° 05' 16" E., 218.95 feet; thence (145), N. 31° 03' 03" E., 100.45 feet; thence (146), S. 81° 19' 55" E., 1940.27 feet; thence (147), S. 80° 03' 32" E., 300.11 feet; thence (148), S. 60° 04' 00" E., 200.05 feet; thence (149), S. 69° 34' 58" E., 152.97 feet; thence (150), N. 02° 42' 20" E., 150.00 feet to the T&E point of beginning.

Excepting therefrom that portion conveyed to Ezra J. Clark by deed recorded March 27, 1945 in Volume 642, on page 97, and by Decree of Preliminary Distribution recorded January 13, 1937 in Volume 1426, at page 356, both Official Records of said County.

Excepting therefrom that portion of the strip of land 50 feet in width conveyed to the County of Santa Barbara for all uses and purposes of a public road by deed recorded September 27, 1940 in Volume 302 of Official Records, at page 227, records of said County.

This conveyance includes a portion now used and acknowledged as public road.

Apr. 1950
N. 10737

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BOOK 2385 PAGE 442

1 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
2 COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

3
4 RESOLUTION NO. 72-58

5 WHEREAS, there has been presented to this Board of Supervisors
6 a **Land Conservation Contract** dated **January 1, 1972**
7 by and between the County of Santa Barbara and **JOHN VICKERS CRAWFORD**
8 and **THOMAS H. CRAWFORD**
9 by the terms of which **provision is made for creation of an Agri-**
10 **cultural Preserve (71-AP-37) in the Santa Ynez area; and**

11
12
13 WHEREAS, it appears proper and to the best interests of the
14 County that said instrument be executed,

15 NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the
16 Chairman and Clerk of the Board of Supervisors be, and they are
17 hereby, authorized and directed to execute said instrument on
18 behalf of the County of Santa Barbara.

19
20
21 Passed and adopted by the Board of Supervisors of the
22 County of Santa Barbara, State of California, this 17th day
23 of January, 19 72, by the following vote:

24 Ayes: **George H. Clyde, Charles F. Catterlin, Daniel G.**
25 **Grant, and Francis H. Beattie**
26 Noes: **None**
27 Absent: **Curtis Tuncell**

28 **FRANCIS H. BEATTIE**

~~Vice Chairman of the Board of Supervisors~~
STATE OF CALIFORNIA

29 ATTEST:

30 **J. E. LEWIS (Seal)**

31 Clerk

32
County of Santa Barbara)
I, J. E. LEWIS, County Clerk and ex-officio Clerk of
the Board of Supervisors for the County of
Santa Barbara, do hereby certify that the foregoing
is a true and correct copy of the original now re-
maining on file and of record in my office.
IN WITNESS WHEREOF I have hereunto set
my hand and caused the Seal of said Board to be
affixed this 17th day of January 19 72
J. E. LEWIS, County Clerk
by Paul Sabbe Deputy

REQUIREMENT: VERIFY ACCURACY OF MATTER
BEING OR PRINTING INSTRUMENTS IN THIS
DOCUMENT WHEN NECESSARY

CL-56

3889

BOOK 2385 PAGE 443

1 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
2 COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA
3

4 IN THE MATTER)
5 OF THE CREATION OF) RESOLUTION NO. 72-57
6 AGRICULTURAL PRESERVES)
7 -----)

8 BE IT RESOLVED by the Board of Supervisors of the
9 County of Santa Barbara, State of California, in regular session
10 assembled on January 17, 1972, that, pursuant to the California
11 Land Conservation Act of 1965, as amended, (Government Code
12 Sections 51200, et seq.) the following Agricultural Preserves are
13 hereby created in the County of Santa Barbara:

- 14 J. V. Crawford et al (71-AP-37), Santa Ynez
- 15 Gertrude France (71-AP-49), Santa Maria
- 16 Elmer C. Rice (71-AP-51), Santa Maria
- 17 Francis Calderon (71-AP-54), Santa Maria

18 A map of each preserve is filed in the office of the Santa Barbara
19 County Surveyor and is generally described in Exhibit "A" attached
20 to each Short Form Land Conservation Contract.

21 BE IT FURTHER RESOLVED that each Agricultural Preserve
22 shall be administered pursuant to the California Land Conservation
23 Act of 1965, as amended, and the Uniform Rules adopted by this
24 Board pursuant to said Act.

25 BE IT FURTHER RESOLVED that the Clerk of the Board shall
26 endorse the fact of this adoption and the date thereof on said
27 maps and shall file copies of this resolution and said maps with
28 the Santa Barbara County Surveyor, the Santa Barbara County
29 Recorder, the Secretary of the Agricultural Preserve Committee,
30 and the Director of Agriculture, State of California, and shall
31 transmit copies of this resolution without said maps to the
32 following interested parties: Planning Commissioner from area,
Supervisor from area, Agricultural Commissioner, Farm Advisor,

1 School District, Park Department, County Counsel, and the
2 property owners involved;

3 J. V. Crawford

4 Gertrude France

5 Elmer C. Rice

6 Francis Calderon

7 PASSED AND ADOPTED by the Board of Supervisors of the
8 County of Santa Barbara, State of California, this 17th day of
9 January, 1972, by the following vote:

10 AYES: George H. Clyde, Charles F. Catterlin,
11 Daniel G. Grant and Francis H. Beattie

12 NOES: None

13 ABSENT: Curtis Tunnell

14
15 COUNTY OF SANTA BARBARA

16
17 By FRANCIS H. BEATTIE
18 FRANCIS H. BEATTIE, Vice-Chairman,
19 Board of Supervisors

20 ATTEST:

21
22 J. E. LEWIS (Seal)
23 J. E. LEWIS, County Clerk

24 STATE OF CALIFORNIA)
25 County of Santa Barbara)
26 I, J. E. LEWIS, County Clerk and ex-officio Clerk of
27 the Board of Supervisors do hereby certify that the foregoing
28 is a true and correct copy of the original and the same
29 remaining on file and deposited in the office of the County Clerk
30 IN WITNESS WHEREOF I have hereunto set
31 my hand and caused the Seal of the County to be
32 affixed this 17th day of January, 1972
J. E. LEWIS, County Clerk
By *J. E. Lewis* Deputy

/// / END OF DOCUMENT / ///

EXHIBIT N

Exception 17

Recording Requested By:

Return To:

Weldon + Debasparis
301 EAST Main St.
P.O. BOX 364
Santa Maria, CA 93450 20



2004-0118646

Recorded
Official Records
County Of
SANTA BARBARA
JOSEPH E. HOLLAND
Recorder

REC FEE 88.00

08:02AM 08-Nov-2004

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Page 1 of 28

Title(s)

Judgment By Stipulation
of the Parties

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Richard F. Weldon, State Bar #25167

WELDON & DeGASPARIS

ATTORNEYS AT LAW
301 East Main Street
P.O. Box 366
Santa Maria, CA 93456
(805) 925-8705
FAX: (805) 925-8536

Attorneys for Plaintiffs

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

JAN 26 2004

GARY M. BLAIR, Executive Officer
BY D. Hernandez Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA
COOK DIVISION**

WILLARD W. SHEPHERD, et al.,
Plaintiffs,
v.
FESS PARKER RANCH LLC, et al.,
Defendants.

No. 1041009
Assigned to Judge Rodney S. Melville
Department SM2
**JUDGMENT BY STIPULATION
OF THE PARTIES**
Complaint Filed: March 16, 2001
Trial Date: September 29, 2003

On March 16, 2001, Plaintiffs, Willard W. Shepherd, Willard W. Shepherd as Trustee, Willard Shepherd III as Trustee, Lauri Shepherd, Bunnie Shepherd Sexton, Wendy Shepherd, Earl Beaty Shepherd, and Wendell Beaty Shepherd ("Shepherd") filed this action against Defendants, Fess Parker Ranch LLC ("Parker"), a limited liability company, Fess Parker ("Fess"), and all persons unknown claiming any legal or equitable right, title, estate or interest in the easement hereinafter described, to quiet Shepherd's title to said easement for declaratory relief.

Parker and Fess, filed an answer to said complaint, denying the claims of Shepherd and alleging certain affirmative defenses to the complaint.

The / succeeding pages of this certified document are imprinted on the lower right with the court seal.

1 The parties met with Kevin McIvers on two occasions to mediate the issues of this case.
2 Said mediation was partially successful.

3 On October 7, 2002, Judge Rodney Melville held a Readiness and Settlement
4 Conference with the parties and their respective attorneys.

5 The parties have reached a settlement of this case pursuant to Code of civil Procedure
6 Section 664.6 on the following terms as stipulated by Shepherd and Parker, including a
7 stipulation by Shepherd and Parker that the Court retain jurisdiction pursuant to Code of Civil
8 Procedure Section 664.6 in this matter.

9 Based on the above facts and circumstances, the parties stipulate the Court may enter
10 into the following Judgment and Orders:

11 1. It is ordered and adjudged that a forty foot (40') wide non-exclusive easement for
12 road purposes, ingress, egress, and for the installation, maintenance and repair of public
13 utilities over, in, on, under and along the westerly 40 feet (the "Easement Area") of Lots 9 and
14 10 in Tract 18 of the Canada de los Pinos or College Rancho in the County of Santa Barbara,
15 State of California, as per map filed August 8, 1888, as Map No. 4 in Rack 3 in the office of
16 the County Recorder of said County and State (the "Servient Tenement") exists for the benefit
17 of those parcels identified on Exhibit "A" hereto. The parties do not intend by this stipulation
18 to relocate or change in any way the location of the Easement Area from its present location
19 (the "Dominant Tenement").

20 2. Parker and Shepherd confirm the validity and existence of the Easement as set
21 forth herein. The present title owner of the Servient Tenement is Fess Parker Ranch LLC. The
22 present owners of the parcels comprising the Dominant Tenement are as follows:

23	Owners of Record	APN	Size
24	Willard W. Shepherd, as Trustee	141-121-53	106.79 acres
25		141-121-50	80.00 acres
26	Earl Shepherd	141-121-52	45.89 acres
27	Wendell Shepherd	141-121-49	40.00 acres
28	Norma Shepherd Trust	141-121-52	40.16 acres

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1 Said parcels are legally described in Exhibit "A" attached hereto and made a part hereof by
2 reference.

3 3. Said Easement Area serves, benefits, and is appurtenant to and runs with the
4 Dominant Tenement.

5 4. The traveled portion of the right of way in the Easement Area shall be 20 feet
6 wide.

7 5. The parties shall cooperate in performing work on the road within the Easement
8 Area so it will drain to the west and south into the existing culvert which takes water away
9 from the Easement Area and drains it westerly toward Highway 154. If necessary, a ditch may
10 be constructed on the west side of said easement and the roadway tilted toward said ditch. The
11 road surface shall remain sand and gravel mix. If it becomes necessary to construct those
12 improvements, the parties shall cooperate with each other in applying materials on the roadway
13 within the easement to reduce dust. No gravel will be applied to the roadway without the prior
14 written consent of both parties.

15 6. The parties shall share equitably in the costs of the improvements.

16 7. The owner of the Servient Tenement shall have first right to repair and maintain
17 the easement and road. If the owners of the Dominant Tenement believe the Easement Area
18 and/or road is not being properly repaired and maintained, they shall notify the owner of the
19 Servient Tenement, in writing, and specify the needed repairs and maintenance to return the
20 condition of the road to that described in paragraph 5, above. If the owner of the Servient
21 Tenement fails to perform the needed repairs and maintenance within ten (10) days after
22 receipt of said written notice, then the owners of the Dominant Tenement, or any of them, may
23 perform such work.

24 8. The cost of any repair and/or maintenance performed on the Easement Area
25 and/or road shall be borne solely by the party performing the work. Each party shall indemnify
26 and hold harmless the other(s) for any and all damages resulting from or arising out of such
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work performed at its direction. All repair and maintenance work shall be performed with as little interference with the use of the Easement Area by the other party.

9. Except for the rights in the Easement and such other rights as may be possessed as a member of the general public, if any, Shepherd acknowledges, represents and agrees that it has no other interest whatsoever in the Parker Property, or any portion thereof, whether by prescription, reservation or otherwise.

10. Fess is hereby dismissed from the subject lawsuit with prejudice.

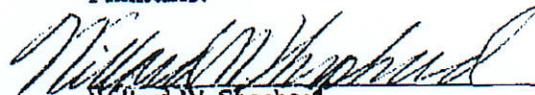
11. The foregoing stipulated Judgment is not intended to, and shall not be construed to, change or modify the rights, obligations or remedies of the parties or of their Dominant Tenement or Servient Tenement, except as is expressly set forth herein.

12. This Judgment may be recorded with the official Records of the County of Santa Barbara.

13. The Court shall retain jurisdiction to make further orders to enforce and implement this Judgment.

Plaintiffs:

Date: 10-17-03



Willard W. Shepherd

Date: 10-17-03



Willard W. Shepherd, Trustee

Date:

Willard Shepherd III, Trustee

Date:

Lauri Shepherd

Date:

Bunnie Shepherd Sexton

Date:

Wendy Shepherd

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1 work performed at its direction. All repair and maintenance work shall be performed with as
2 little interference with the use of the Easement Area by the other party.

3 9. Except for the rights in the Easement and such other rights as may be possessed as
4 a member of the general public, if any, Shepherd acknowledges, represents and agrees that it
5 has no other interest whatsoever in the Parker Property, or any portion thereof, whether by
6 prescription, reservation or otherwise.

7 10. Fess is hereby dismissed from the subject lawsuit with prejudice.

8 11. The foregoing stipulated Judgment is not intended to, and shall not be construed
9 to, change or modify the rights, obligations or remedies of the parties or of their Dominant
10 Tenement or Servient Tenement, except as is expressly set forth herein.

11 12. This Judgment may be recorded with the official Records of the County of Santa
12 Barbara.

13 13. The Court shall retain jurisdiction to make further orders to enforce and
14 implement this Judgment.

15 **Plaintiffs:**

16 Date: _____
17 Willard W. Shepherd

18 Date: _____
19 Willard W. Shepherd, Trustee

20 Date: 10-17-03 _____
21 Willard Shepherd III, Trustee

22 Date: _____
23 Lauri Shepherd

24 Date: _____
25 Bunnie Shepherd Sexton

26 Date: _____
27 Wendy Shepherd

The 5 succeeding pages of this certified document are imprinted on the lower right with the court seal.

1 work performed at its direction. All repair and maintenance work shall be performed with as
2 little interference with the use of the Easement Area by the other party.

3 9. Except for the rights in the Easement and such other rights as may be possessed as
4 a member of the general public, if any, Shepherd acknowledges, represents and agrees that it
5 has no other interest whatsoever in the Parker Property, or any portion thereof, whether by
6 prescription, reservation or otherwise.

7 10. Fess is hereby dismissed from the subject lawsuit with prejudice.

8 11. The foregoing stipulated Judgment is not intended to, and shall not be construed
9 to, change or modify the rights, obligations or remedies of the parties or of their Dominant
10 Tenement or Servient Tenement, except as is expressly set forth herein.

11 12. This Judgment may be recorded with the official Records of the County of Santa
12 Barbara.

13 13. The Court shall retain jurisdiction to make further orders to enforce and
14 implement this Judgment.

15 **Plaintiffs:**

16 Date:

17 Willard W. Shepherd

18 Date:

19 Willard W. Shepherd, Trustee

20 Date:

21 Willard Shepherd III, Trustee

22 Date:

23 OCT 17. 03

24 
Lauri Shepherd

25 Date:

26 Bunnie Shepherd Sexton

27 Date:

28 Wendy Shepherd

The 4 succeeding pages of this certified document are imprinted on the lower right with the court seal.

1 work performed at its direction. All repair and maintenance work shall be performed with as
2 little interference with the use of the Easement Area by the other party.

3 9. Except for the rights in the Easement and such other rights as may be possessed as
4 a member of the general public, if any, Shepherd acknowledges, represents and agrees that it
5 has no other interest whatsoever in the Parker Property, or any portion thereof, whether by
6 prescription, reservation or otherwise.

7 10. Fess is hereby dismissed from the subject lawsuit with prejudice.

8 11. The foregoing stipulated Judgment is not intended to, and shall not be construed
9 to, change or modify the rights, obligations or remedies of the parties or of their Dominant
10 Tenement or Servient Tenement, except as is expressly set forth herein.

11 12. This Judgment may be recorded with the official Records of the County of Santa
12 Barbara.

13 13. The Court shall retain jurisdiction to make further orders to enforce and
14 implement this Judgment.

15 **Plaintiffs:**

16
17 Date: Willard W. Shepherd

18
19 Date: Willard W. Shepherd, Trustee

20
21 Date: Willard Shepherd III, Trustee

22
23 Date: Lauri Shepherd

24
25 Date: 10-17-03 *Bunnie Shepherd Sexton*
26 Bunnie Shepherd Sexton

27 Date: Wendy Shepherd

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1 work performed at its direction. All repair and maintenance work shall be performed with as
2 little interference with the use of the Easement Area by the other party.

3 9. Except for the rights in the Easement and such other rights as may be possessed as
4 a member of the general public, if any, Shepherd acknowledges, represents and agrees that it
5 has no other interest whatsoever in the Parker Property, or any portion thereof, whether by
6 prescription, reservation or otherwise.

7 10. Fess is hereby dismissed from the subject lawsuit with prejudice.

8 11. The foregoing stipulated Judgment is not intended to, and shall not be construed
9 to, change or modify the rights, obligations or remedies of the parties or of their Dominant
10 Tenement or Servient Tenement, except as is expressly set forth herein.

11 12. This Judgment may be recorded with the official Records of the County of Santa
12 Barbara.

13 13. The Court shall retain jurisdiction to make further orders to enforce and
14 implement this Judgment.

15 **Plaintiffs:**

16
17 Date: Willard W. Shepherd

18
19 Date: Willard W. Shepherd, Trustee

20
21 Date: Willard Shepherd III, Trustee

22
23 Date: Lauri Shepherd

24
25 Date: Bunnie Shepherd Sexton

26
27 Date: 10.19.03 Wendy Shepherd
28 Wendy Shepherd

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Date: 10-17-03


Earl Beaty Shepherd

Date:

Wendell Beaty Shepherd

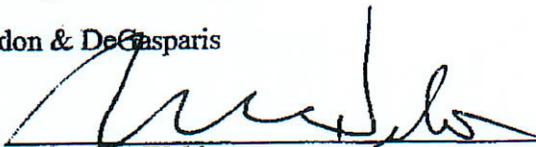
Date:

Willard W. Shepherd

Attorneys for Plaintiffs:

Weldon & DeGasparis

Date: 10-17-03

By: 
Richard P. Weldon

Defendants:

Fess Parker Ranch LLC

Date:

By: _____
Fess E. Parker, Jr., Manager

Date:

Fess E. Parker, Jr.

Attorneys for Defendants:

Mullen & Hanzell L.L.P.

Date:

By: _____
Charles S. Bargiel

IT IS SO ORDERED.

Date:

Judge of the Superior Court

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Date:

Earl Beatty Shepherd

Date: 10/21/03

Wendell Beatty Shepherd
Wendell Beatty Shepherd

Date:

Wendell Shepherd III as Trustee of the
Norma Dolan Shepherd Trust dated
April 3, 1990

Attorneys for Plaintiffs:

Weldon & DeGasparis

Date: 10-17-03

By: [Signature]
Richard P. Weldon

Defendants:

Fess Parker Ranch LLC

Date:

By: Fess E. Parker, Jr., Manager

Date:

Fess E. Parker, Jr.

Attorneys for Defendants:

Mullen & Henzell L.L.P.

Date:

By: Charles S. Burgiel

IT IS SO ORDERED.

Date:

Judge of the Superior Court

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Date:

Earl Beatty Shepherd

Date:

Wendell Beatty Shepherd

Date:

10-17-03

Willard Shepherd

Willard Shepherd III as Trustee of the
Norma Dolan Shepherd Trust dated
April 3, 1990

Attorneys for Plaintiff:

Weldon & DeGasparis

Date:

By:

Richard P. Weldon

Defendants:

Fess Parker Ranch LLC

Date:

By:

Fess E. Parker, Jr., Manager

Date:

Fess E. Parker, Jr.

Attorneys for Defendants:

Mullen & Henzell L.L.P.

Date:

By:

Charles S. Burgiel

IT IS SO ORDERED.

Date:

Judge of the Superior Court

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The 11 succeeding pages of this certified document are imprinted on the lower right with the court seal.

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Date: Earl Beaty Shepherd

Date: Wendell Beaty Shepherd

Date: Willard W. Shepherd

Attorneys for Plaintiffs:

Weldon & DeGasparis

Date: By: Richard P. Weldon

Defendants:

Fess Parker Ranch LLC

Date: 12/11/03 By: Fess E. Parker, Jr.
Fess E. Parker, Jr., Manager

Date: 12/11/03 Fess E. Parker, Jr.
Fess E. Parker, Jr.

Attorneys for Defendants:

~~Mullen & Benzell~~ L.L.P.

Date: 12/11/03 By: Charles S. Bargiel
Charles S. Bargiel

IT IS SO ORDERED.

Date: RODNEY G. MELVILLE
Judge of the Superior Court
RODNEY G. MELVILLE

G:\04925\0146\PLEAD\820102.DOC

The 12 succeeding pages of this certified document are imprinted on the lower right with the court seal.

EXHIBIT "A" TO SHEPHERD - PARKER
JUDGMENT

Parcel 1

Parcels A, B, and C of Parcel Map 13,419 of the County of Santa Barbara, State of California recorded May 4, 1984 in Book 33 of Parcel Maps at 69-79 in official records of the County of Santa Barbara, State of California. Said Parcels A, B and C are portions of Sections 3 and 10 of the Canada de los Pinos or College Rancho in said County as recorded in Book "B" at page 348 of Misc. Records of said County and State.

Parcel A is Assessors Parcel No. 141-121-52 45.89 acres

Parcel B is Assessors Parcel No. 141-121-53 106.68 acres

Parcel C is Assessors Parcel No. 141-121-54 40.16 acres

See attached map.

Parcel 2

That portion of Section 10 of/in the Canada de los Pinos or College Rancho in the County of Santa Barbara, State of California according to the survey thereof made by W. P. Casey, C. E. in December 1876 and recorded in Book "B" at page 348 of Miscellaneous Records in the office of the County Recorder of said County and State, described as follows:

Beginning at a 2 inch brass capped monument set at the Southeast corner of the tract of land described in the Deed to Herbert P. Colfelt recorded March 4, 1934 as instrument No. 1720 in Book 301 at page 200 of Official Records, thence 1st along the south line of said Colfelt tract North 89° 34' 30" west 1318.95 feet to a 3/4 inch survey pipe set at the southeast corner of the tract of land described as Parcel 2 in the Deed to Willard W. Shepherd, et. ux. recorded May 24, 1955 as instrument no. 9284 in Book 1316, page 273 of Official records, thence,

2nd along the easterly line of said Shepherd tract north 0° 22' 45" east 1318.65 feet to a 3/4 inch survey pipe set at the northeasterly corner of said Shepherd tract, thence,

3rd along the easterly prolongation of the northerly line of said Shepherd tract south 89° 34' 30" east 1318.95 feet to the easterly line of the Colfelt tract herein referred to, thence,

4th southerly along the easterly line of said Colfelt tract to the point of beginning.

Assessor Parcel No. 141-121-49 40 acres

The 13 succeeding pages of this certified document are imprinted on the lower right with the court seal.

Parcel 3

That portion of Section 10 of/in the Canada de los Pinos or College Rancho in the County of Santa Barbara, State of California according to the survey thereof made by W. P. Casey, C. E. in December 1876 and recorded in Book "B" at page 348 of Miscellaneous Records in the office of the County Recorder of said County, described in the Deed to Herbert Colfelt, recorded March 14, 1934 as instrument number 1720 in Book 301, page 200 of Official Records, lying easterly of the following described line:

Commencing at a 2 inch brass capped monument set at the southeast corner of said Colfelt tract and running along the southerly line of said tract north 89° 34' 30" west 2637.90 feet to an old one inch survey pipe set at the true point of beginning of the line herein to be described:

thence north 0° 22' 45" east 2637.30 feet to a point in the northerly line of said Colfelt tract of land.

Excepting therefrom that portion thereof lying southerly of the following described line:

beginning at a 3/4 inch survey pipe set on the westerly line of the above described tract of land from which an old one inch survey pipe bears south 0° 22' 45" west 1818.65 feet, said point of beginning being the northwest corner of the tract of land described as Parcel 2 in the deed to Willard W. Shepherd, et. ux. recorded May 24, 1955 as instrument no. 9284 in Book 1316, page 273 of Official Records;

thence along the northerly line of said Shepherd tract and the easterly prolongation thereof south 89° 34' 30" to the easterly line of the Colfelt Tract herein referred to.

Assessors Parcel No. 141-120-50

80 acres

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Superior Court.

Suz M. Blinn
CLERK OF THE SUPERIOR COURT,
SANTA BARBARA COUNTY, CALIFORNIA

Date: 1/28/04 By Deputy: *McTutcher*



EXHIBIT N

Legal Description

2001-0105580

2001-0105580

Recording Requested by and
After Recording Return to
Fess Parker Ranch LLC
PO Box 908
Los Olivos, CA 93441

Recorded
Official Records
County Of
SANTA BARBARA
KENNETH A. PETTIT
Recorder
LARRY G. HERRERA
Assistant
04:20PM 05-Dec-2001

REC FEE 13.00
CC1 CON 1.00
CC2 CON 1.00
FMM
Page 1 of 3

3
CC
CC2

COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

ASSESSOR' S PARCEL NO. 141-121-051 AND PORTION OF 141-140-110

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.

Owners: Fess Parker Ranch LLC - by a Grant Deed recorded July 23, 1999, as Instrument No. 1999-059598 of Official Records in the County of Santa Barbara, State of California.

Michael B. Emmons
Michael B. Emmons
County Surveyor

12/5/01
Date

APPROVED AS TO FORM:
COUNTY COUNSEL

By [Signature]
Kevin Ready, Sr.

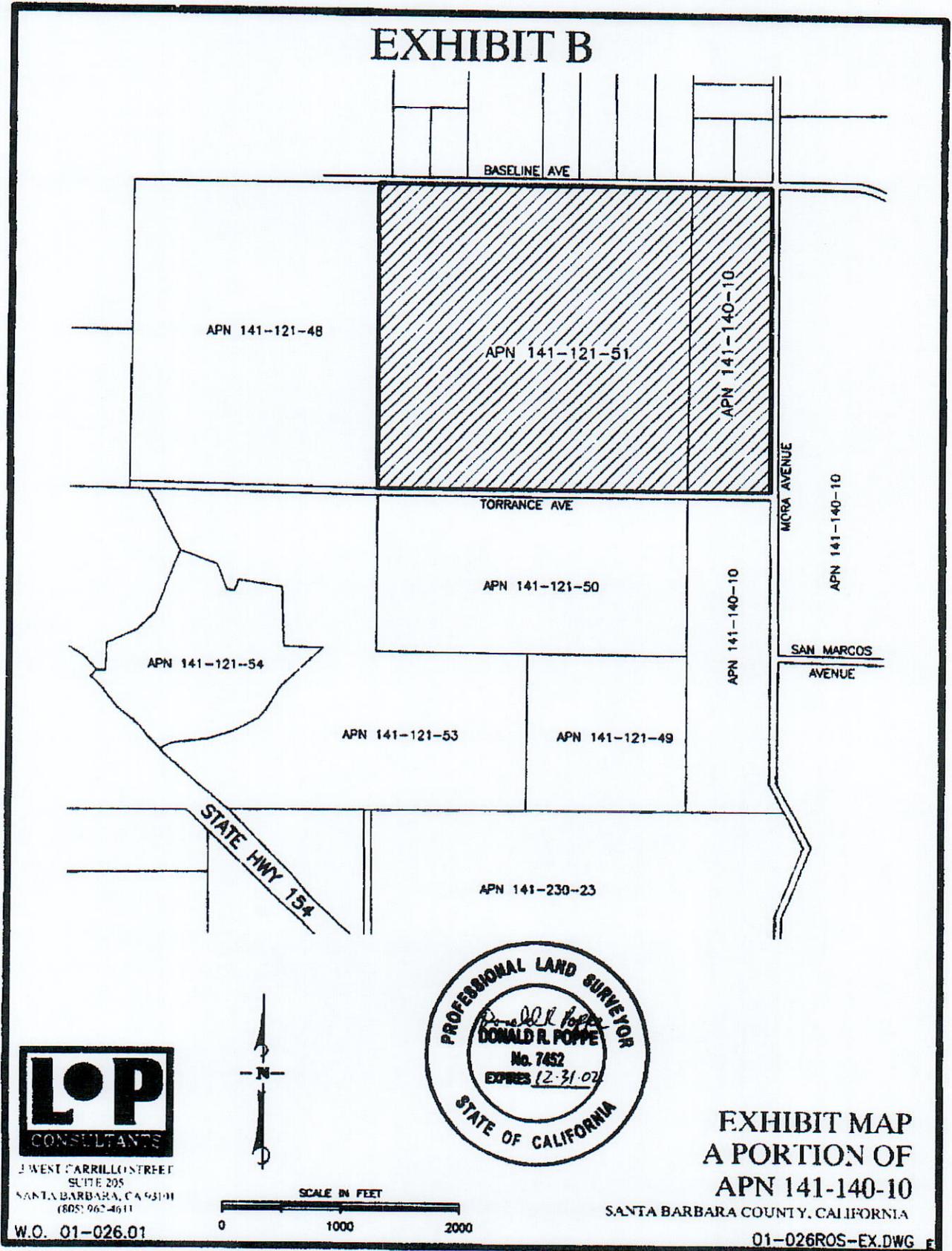
02-CC-005



EXHIBIT A
Legal Description

Lots 9 through 18, inclusive, of Tract 18, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County.





1111 000 1110 0000 1 000 1 000 110 1111 01

2001-0105581

Recording Requested by and
After Recording Return to
Fess Parker Ranch LLC
PO Box 908
Los Olivos, CA 93441

3
CC1
CC2

Recorded	REC FEE	13.00
Official Records	CC1 CON	1.00
County Of	CC2 CON	1.00
SANTA BARBARA		
KENNETH A. PETTIT		
Recorder		
LARRY G. HERRERA		
Assistant	FNM	
04:20PM 05-Dec-2001	Page 1 of 3	

COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR' S PARCEL NO. 141-140-010

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference. and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.

Owners: Fess Parker Ranch LLC - by a Grant Deed recorded July 23, 1999, as Instrument No. 1999-059598 of Official Records in the County of Santa Barbara, State of California.

Michael B. Emmons
Michael B. Emmons
County Surveyor

12/3/01
Date

APPROVED AS TO FORM:
COUNTY COUNSEL

By [Signature]
Kevin Ready, Sr.

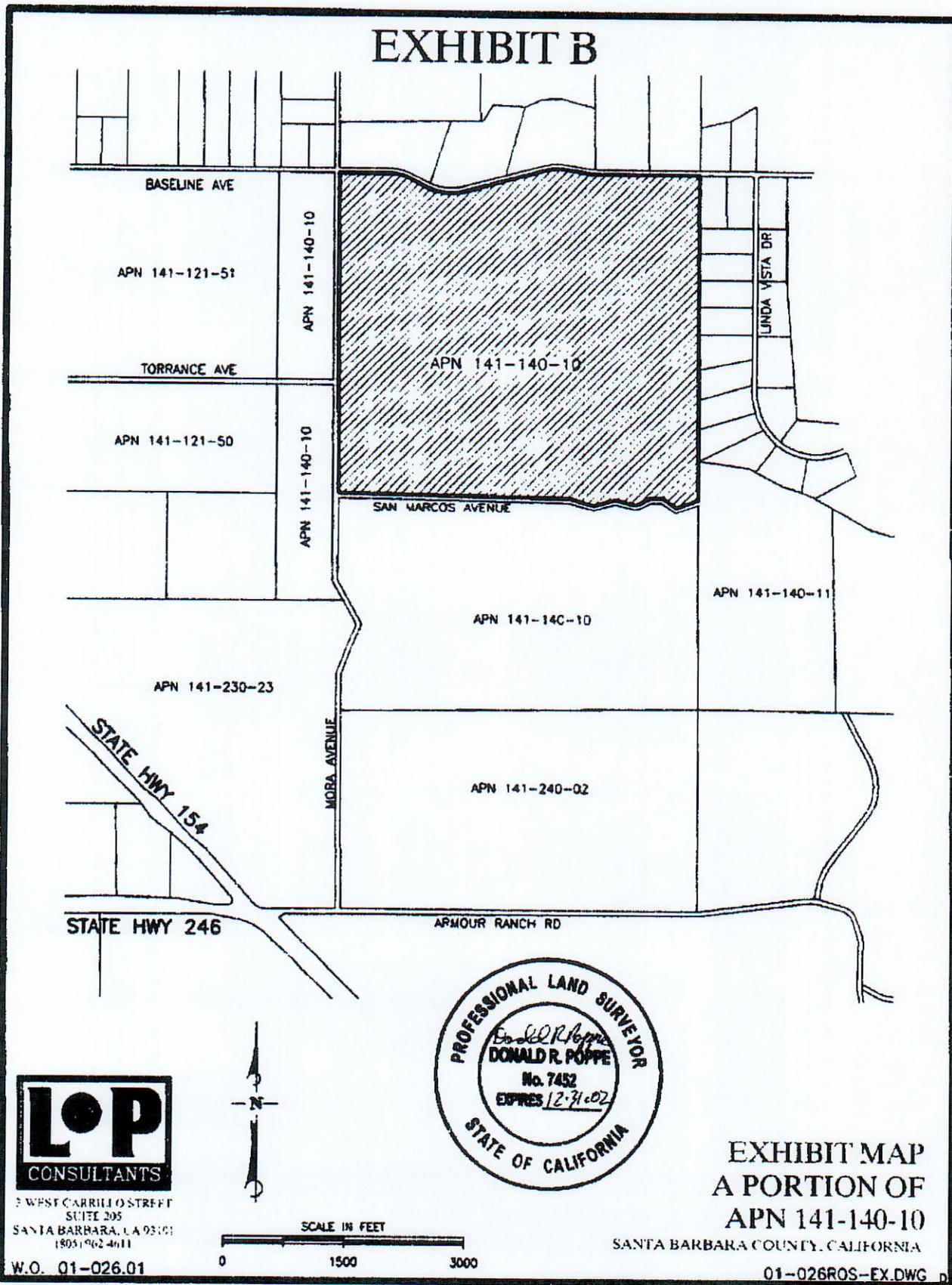


02-CC-007

EXHIBIT A
Legal Description

Lots 1 through 12, inclusive, of Tract 24, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County.







2001-0105582

Recording Requested by and
After Recording Return to
Fess Parker Ranch LLC
PO Box 908
Los Olivos, CA 93441

Recorded	REC FEE	13.00
Official Records	CC1 CON	1.00
County Of	CC2 CON	1.00
SANTA BARBARA		
KENNETH A. PETTIT		
Recorder		
LARRY G. HERRERA		
Assistant		
04:20PM 05-Dec-2001	FMM	Page 1 of 3

2
cc1
cc2

COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR'S PARCEL NO.'s 141-140-010 & 141-230-023

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.

Owners: Fess Parker Ranch LLC - by a Grant Deed recorded July 23, 1999, as Instrument No. 1999-059598 of Official Records in the County of Santa Barbara, State of California.

Michael B. Emmons
Michael B. Emmons
County Surveyor

12/4/01
Date

APPROVED AS TO FORM:
COUNTY COUNSEL

By [Signature]
Kevin Ready, Sr.

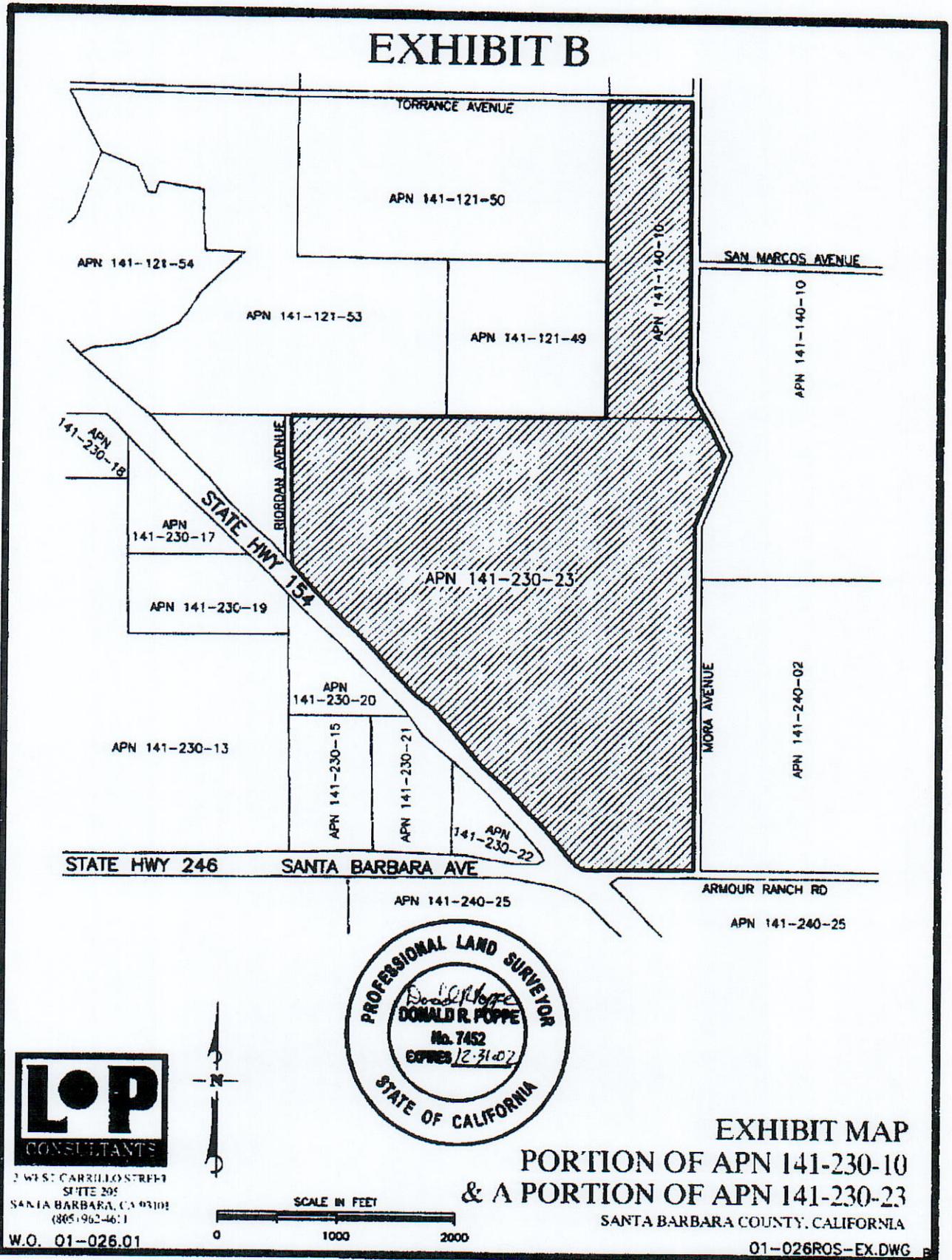


02-CC-008

EXHIBIT A
Legal Description

Lots 19 and 20 of Tract 18 and that portion of Lots 1, 2, 7, 8, 9, 10, and 15 through 20, inclusive, of Tract 16, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County, that lies northeasterly of the northeasterly line of the land granted to the State of California by an Executor's Deed recorded April 2, 1968 in Book 2227, Page 136 of Official Records of said County.







2001-0105584

Recording Requested by and
After Recording Return to
Fess Parker Ranch LLC
PO Box 908
Los Olivos, CA 93441

Recorded	REC FEE	13.00
Official Records	CC1 CON	1.00
County Of	CC2 CON	1.00
SANTA BARBARA		
KENNETH A. PETTIT		
Recorder		
LARRY G. HERRERA		
Assistant		
04:20PM 05-Dec-2001	FNM	
	Page 1 of 3	

3
CC1
CC2

COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR' S PARCEL NO. 141-230-023

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval

Owners: Fess Parker Ranch LLC - by a Grant Deed recorded July 23, 1999, as Instrument No. 1999-059598 of Official Records in the County of Santa Barbara, State of California.

Michael B. Emmons
Michael B. Emmons
County Surveyor

12/3/01
Date

APPROVED AS TO FORM:
COUNTY COUNSEL

By [Signature]
Kevin Ready, Sr.

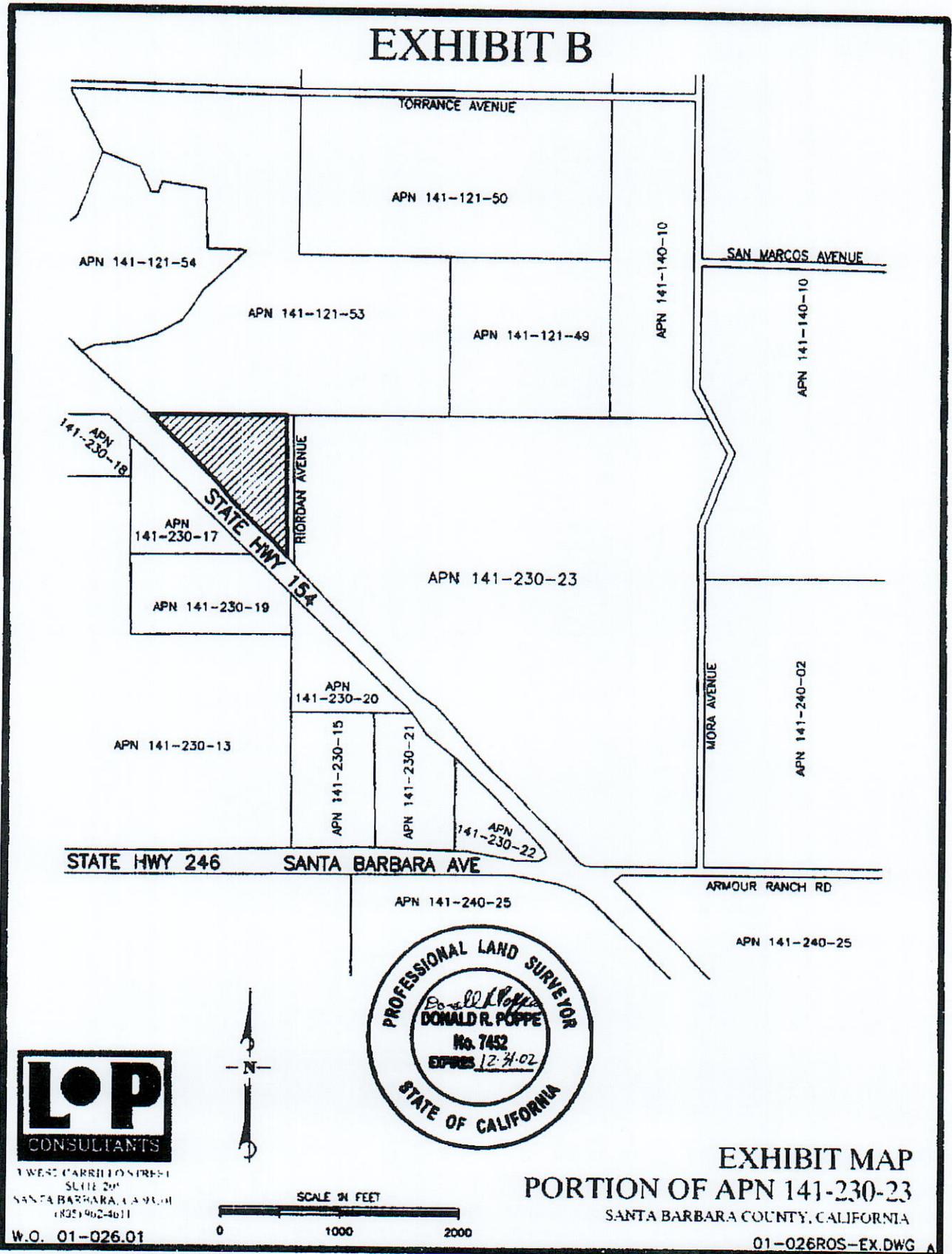


02-CC-010

EXHIBIT A
Legal Description

That portion of Lots 3 and 6 of Tract 16, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County, that lies northeasterly of the northeasterly line of the land granted to the State of California by an Executor's Deed recorded April 2, 1968 in Book 2227, Page 136 of Official Records of said County.







2001-0105583

Recording Requested by and
After Recording Return to
Fess Parker Ranch LLC
PO Box 908
Los Olivos, CA 93441

Recorded	REC FEE	13.00
Official Records	CC1 CON	1.00
County Of	CC2 CON	1.00
SANTA BARBARA		
KENNETH A. PETTIT		
Recorder		
LARRY G. HERRERA		
Assistant	FNM	
04:20PM 05-Dec-2001	Page 1 of 3	

3
cc1
cc2

COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR' S PARCEL NO.' s 141-140-010 & 141-240-002

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.

Owners: Fess Parker Ranch LLC - by a Grant Deed recorded July 23, 1999, as Instrument No. 1999-059598 of Official Records in the County of Santa Barbara, State of California.


Michael B. Emmons
County Surveyor

12/4/01
Date

APPROVED AS TO FORM:
COUNTY COUNSEL

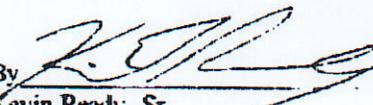
By 
Kevin Ready, Sr.
02-CC-009



EXHIBIT A
Legal Description

Lots 1 through 12, inclusive, of Tract 25, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County.



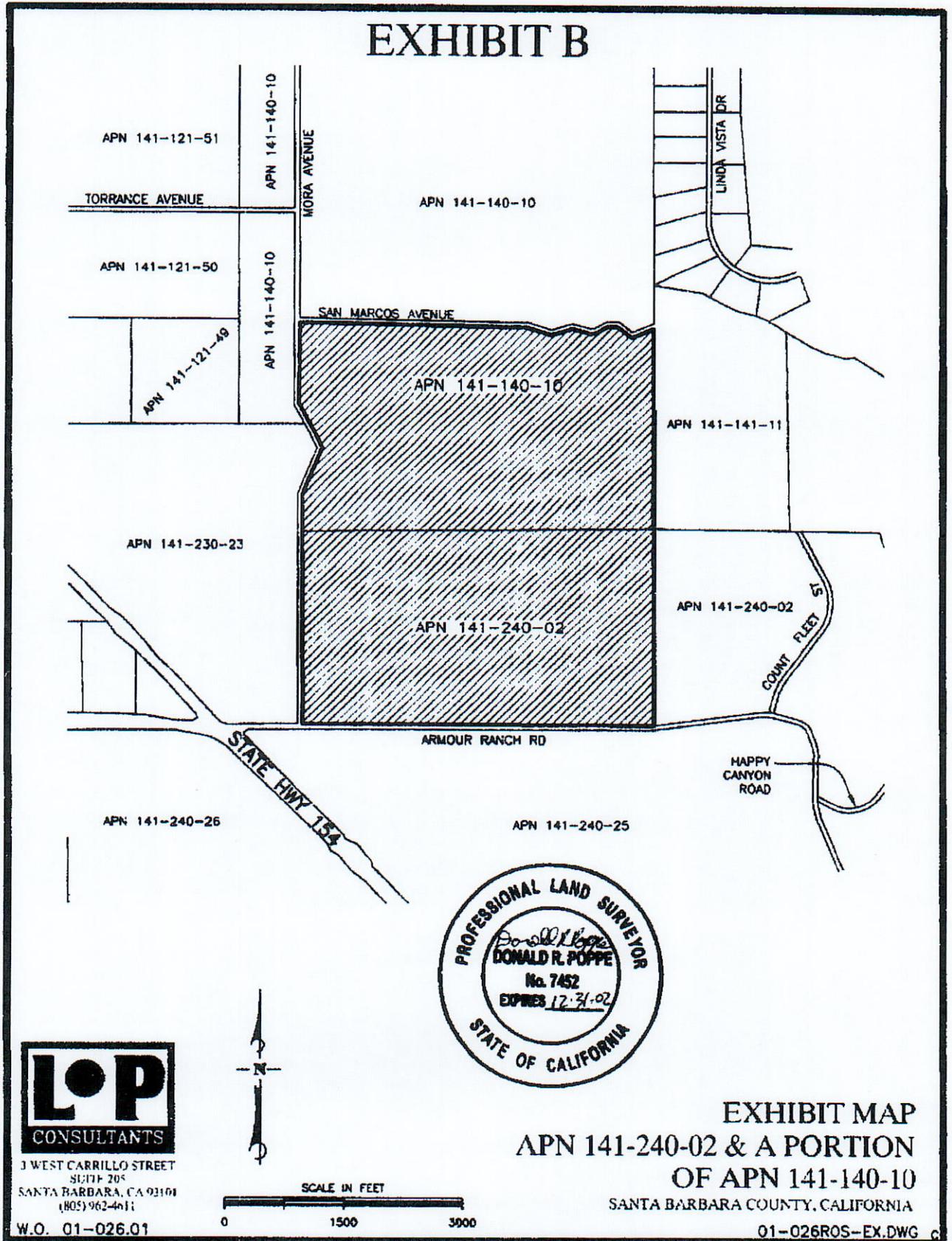


EXHIBIT O



Santa Ynez Band of Chumash Indians

P.O. Box 517 • Santa Ynez, CA 93460
805-688-7997 • Fax 805-686-9578
www.santaynezchumash.org

BUSINESS COMMITTEE

Vincent Armenta, *Chairman*
Richard Gomez, *Vice Chairman*
Kenneth Kahn, *Secretary/Treasurer*
David D. Dominguez, *Committee Member*
Gary Pace, *Committee Member*

Resolution No. 931

Resolution of the Business Committee of the Santa Ynez Band of Chumash Indians to Accept that Commitment for Title Insurance and Exceptions as Part of that Fee to Trust Application for Approximately 1400 acres

WHEREAS, the Santa Ynez Band of Chumash Indians (“Tribe”) is a federally recognized Self Governance Indian Tribe by the United States Government possessing inherent powers of self-governance with duties, rights, responsibilities, and with power and authority over the lands within the exterior boundaries of the Santa Ynez Band of Chumash Indians Reservation; and

WHEREAS, Pursuant to 25 CFR 151.10 and 151.11, the Indian Reorganization Act and any other applicable federal law and/or regulations, the Santa Ynez Band of Chumash Indians (“Tribe”) hereby submits to the Bureau of Indian Affairs an application to transfer the following approximately 1400 acres of real property (the “Property”) within the Tribe’s Tribal Land Consolidation Area and held by the Tribe in fee simple to the United State of America, to be held in trust for the Tribe (so-called “fee to trust” transfer) as listed herein and as described in more detail in the attached Title Insurance Commitment attached hereto as Exhibit A.

- Parcel 1: (APN: 141-121-51 and portion of APN: 141-140-10)
- Parcel 2: (Portion of APN: 141-140-10)
- Parcel 3: (Portions of APNs 141-230-23 and 141-140-10)
- Parcel 4: (APN: 141-240-02 and portion of APN 141-140-10)
- Parcel 5: (Portion of APN: 141-230-23)

WHEREAS, First American Title Company on June 3, 2013, has issued an ALTA commitment for title insurance in favor of the United States of America as Order Number 4201-4279798 (LC) (the “Title Insurance Commitment”) a copy of which is attached hereto as Exhibit A.

THEREFORE BE IT RESOLVED, that the Business Committee of the Santa Ynez Band of Chumash Indians hereby accepts the Title Insurance Commitment, including, without limitation, those exclusions from coverage listed in Schedule B, Section Two, numbers 1-6 (which will be paid in full) and numbers 7-21 therein.

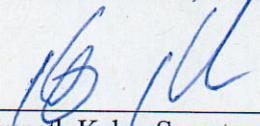
BE IT FURTHER RESOLVED, that the Business Committee has filed a notice of non-renewal for all Williamson Act Contracts encumbering the Property and the Tribe further agrees to comply with the terms of such Williamson Act Contracts during the nine (9) year non-renewal period until the expiration of the Contracts.

This resolution supercedes any previous Tribal resolutions.

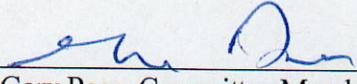
CERTIFICATION

We the undersigned, duly elected members of the Business Council of the Santa Ynez Band of Chumash Indians, do hereby certify that the foregoing resolution was adopted on July 1, 2013 by a vote of 4 in FAVOR, 0 OPPOSED, 0 ABSTAINING.

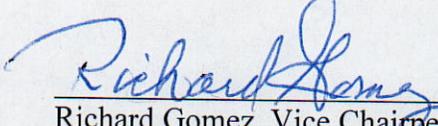
Vincent Armenta, Chairman



Kenneth Kahn, Secretary/Treasurer



Gary Pace, Committee Member



Richard Gomez, Vice Chairperson

David Dominguez, Committee Member

EXHIBIT P

Welcome Guest | Login **Property Search:** Secured Parcel Number

Main Pages

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Help

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- [Tax Collector Website](#)

Search Results Page: Secured Parcel Number

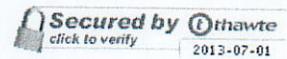
Property	Property Type	Current Property Address	Property Remarks	Favorites	Total Due
141-121-51	Secured	ADDRESS NOT AVAILABLE	None	Add	\$0.00

Bills	Taxes & Values	Payments	Map	Supplemental Estimator
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Payment allocated to this Property

Payment Date	Effective Payment Date	Bill Number	Year	Bill Type	Installment	Payment Batch	Payment Type	Payment Amount
04/08/2013	04/08/2013	14112151-00-5	2012	Secured	2	1462	Payment	\$20,200.53
11/27/2012	11/27/2012	14112151-00-5	2012	Secured	1	2655	Payment	\$20,200.53
03/21/2012	03/21/2012	14112151-00-5	2011	Secured	2	2873	Payment	\$19,398.97
11/17/2011	11/17/2011	14112151-00-5	2011	Secured	1	1518	Payment	\$19,398.97
03/17/2011	03/17/2011	14112151-00-5	2010	Secured	2	2863	Payment	\$12,247.31
03/17/2011	03/17/2011	5375637-00-3	2009	Supplemental	2	031720112863	Payment	\$1,236.40
03/17/2011	03/17/2011	5375638-00-9	2010	Supplemental	2	031720112863	Payment	\$7,285.94
11/30/2010	11/30/2010	14112151-00-5	2010	Secured	1	2682	Payment	\$12,247.31
11/30/2010	11/30/2010	5375637-00-3	2009	Supplemental	1	113020102682	Payment	\$1,236.40
11/30/2010	11/30/2010	5375638-00-9	2010	Supplemental	1	113020102682	Payment	\$7,285.94
04/06/2010	04/06/2010	14112151-00-5	2009	Secured	2	1511	Payment	\$9,275.40
12/10/2009	12/10/2009	14112151-00-5	2009	Secured	1	1973	Payment	\$9,275.40
04/10/2009	04/10/2009	14112151-00-5	2008	Secured	2	2803	Payment	\$9,918.16
12/10/2008	12/10/2008	14112151-00-5	2008	Secured	1	1617	Payment	\$9,918.16
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12/10/2007	12/10/2007	14112151-00-5	2007	Secured	1	1372	Payment	\$12,943.40
04/10/2007	04/10/2007	14112151-00-5	2006	Secured	2	1960	Payment	\$11,541.12
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04/10/2006	04/10/2006	14112151-00-5	2005	Secured	2	2793	Payment	\$8,834.15
12/09/2005	12/09/2005	14112151-00-5	2005	Secured	1	1586	Payment	\$8,834.15
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12/10/2004	12/10/2004	14112151-00-5	2004	Secured	1	1590	Payment	\$12,094.82
04/10/2004	04/10/2004	14112151-00-5	2003	Secured	2	2897	Payment	\$1,738.18
12/10/2003	12/10/2003	14112151-00-5	2003	Secured	1	2549	Payment	\$1,738.18

County of Santa Barbara, Treasurer-Tax Collector, Public Administrator, Public Guardian, Veterans Services.
 For questions about property taxes, please contact us at SBTaxes@co.santa-barbara.ca.us.
 For questions about this web site, please contact us at WebsitePropertyTaxes@co.santa-barbara.ca.us.
 Para traducir este sitio en español, haga clic aquí. To translate into another language, click here.
 Copyright © 2004 County of Santa Barbara. All rights reserved.



2013-07-01

Welcome Guest | Login

Property Search: Secured Parcel Number 14114010003

Go

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Help

- [Finding My Property](#)
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- [Mailing Address Change](#)

External Links

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- [Auditor Website](#)
- [Tax Collector Website](#)

Search Results Page: Secured Parcel Number

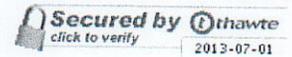
Property	Property Type	Current Property Address	Property Remarks	Favorites	Total Due
141-140-10	Secured	4400 BASELINE AVE SANTA YNEZ CA 93460	None	Add	\$0.00

Bills	Taxes & Values	Payments	Map	Supplemental Estimator
-------	----------------	----------	-----	------------------------

Payment allocated to this Property

Payment Date	Effective Payment Date	Bill Number	Year	Bill Type	Installment	Payment Batch	Payment Type	Payment Amount
04/08/2013	04/08/2013	14114010-00-3	2012	Secured	2	1462	Payment	\$20,876.65
11/27/2012	11/27/2012	14114010-00-3	2012	Secured	1	2655	Payment	\$20,876.65
03/21/2012	03/21/2012	14114010-00-3	2011	Secured	2	2873	Payment	\$19,234.17
11/17/2011	11/17/2011	14114010-00-3	2011	Secured	1	1518	Payment	\$19,234.17
03/17/2011	03/17/2011	14114010-00-3	2010	Secured	2	2863	Payment	\$9,593.30
03/17/2011	03/17/2011	5375639-00-5	2009	Supplemental	2	031720112863	Payment	\$1,419.99
03/17/2011	03/17/2011	5375640-00-6	2010	Supplemental	2	031720112863	Payment	\$8,353.20
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11/30/2010	11/30/2010	5375640-00-6	2010	Supplemental	1	113020102682	Payment	\$8,353.20
04/06/2010	04/06/2010	14114010-00-3	2009	Secured	2	1511	Payment	\$7,906.15
12/10/2009	12/10/2009	14114010-00-3	2009	Secured	1	1973	Payment	\$7,906.15
04/10/2009	04/10/2009	14114010-00-3	2008	Secured	2	2803	Payment	\$9,846.55
12/10/2008	12/10/2008	14114010-00-3	2008	Secured	1	1617	Payment	\$9,846.55
04/10/2008	04/10/2008	14114010-00-3	2007	Secured	2	4239	Payment	\$10,094.69
12/10/2007	12/10/2007	14114010-00-3	2007	Secured	1	1372	Payment	\$10,094.69
04/10/2007	04/10/2007	14114010-00-3	2006	Secured	2	1960	Payment	\$8,120.47
12/08/2006	12/08/2006	14114010-00-3	2006	Secured	1	2743	Payment	\$8,120.47
04/10/2006	04/10/2006	14114010-00-3	2005	Secured	2	2793	Payment	\$5,996.58
12/09/2005	12/09/2005	14114010-00-3	2005	Secured	1	1586	Payment	\$5,996.58
04/10/2005	04/10/2005	14114010-00-3	2004	Secured	2	2723	Payment	\$6,480.99
12/10/2004	12/10/2004	14114010-00-3	2004	Secured	1	1590	Payment	\$6,480.99
04/10/2004	04/10/2004	14114010-00-3	2003	Secured	2	2897	Payment	\$3,034.22
12/10/2003	12/10/2003	14114010-00-3	2003	Secured	1	2549	Payment	\$3,034.22

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2013-07-01

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Property	Property Type	Current Property Address	Property Remarks	Favorites	Total Due
141-230-23	Secured	ADDRESS NOT AVAILABLE	None	Add	\$0.00

Bills	Taxes & Values	Payments	Map	Supplemental Estimator
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Payment allocated to this Property

Payment Date	Effective Payment Date	Bill Number	Year	Bill Type	Installment	Payment Batch	Payment Type	Payment Amount
03/22/2013	03/22/2013	14123023-00-3	2012	Secured	2	2920	Payment	\$297.98
11/26/2012	11/26/2012	14123023-00-3	2012	Secured	1	2641	Payment	\$297.98
03/21/2012	03/21/2012	14123023-00-3	2011	Secured	2	2873	Payment	\$278.09
11/17/2011	11/17/2011	14123023-00-3	2011	Secured	1	1518	Payment	\$278.09
03/17/2011	03/17/2011	14123023-00-3	2010	Secured	2	2863	Payment	\$277.59
11/30/2010	11/30/2010	14123023-00-3	2010	Secured	1	2682	Payment	\$277.59
04/06/2010	04/06/2010	14123023-00-3	2009	Secured	2	1511	Payment	\$277.52
12/10/2009	12/10/2009	14123023-00-3	2009	Secured	1	2963	Payment	\$277.52
04/10/2009	04/10/2009	14123023-00-3	2008	Secured	2	2800	Payment	\$277.52
12/10/2008	12/10/2008	14123023-00-3	2008	Secured	1	1617	Payment	\$277.52
04/10/2008	04/10/2008	14123023-00-3	2007	Secured	2	4239	Payment	\$277.18
12/10/2007	12/10/2007	14123023-00-3	2007	Secured	1	1372	Payment	\$277.18
04/10/2007	04/10/2007	14123023-00-3	2006	Secured	2	1960	Payment	\$278.24
12/08/2006	12/08/2006	14123023-00-3	2006	Secured	1	2743	Payment	\$278.24
04/10/2006	04/10/2006	14123023-00-3	2005	Secured	2	2793	Payment	\$261.31
12/09/2005	12/09/2005	14123023-00-3	2005	Secured	1	1586	Payment	\$261.31
04/10/2005	04/10/2005	14123023-00-3	2004	Secured	2	2723	Payment	\$236.55
12/10/2004	12/10/2004	14123023-00-3	2004	Secured	1	1590	Payment	\$236.55
04/10/2004	04/10/2004	14123023-00-3	2003	Secured	2	2897	Payment	\$236.18
12/10/2003	12/10/2003	14123023-00-3	2003	Secured	1	2549	Payment	\$236.18

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Property	Property Type	Current Property Address	Property Remarks	Favorites	Total Due
141-240-02	Secured	ADDRESS NOT AVAILABLE	None	Add	\$0.00

Bills	Taxes & Values	Payments	Map	Supplemental Estimator
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Payment allocated to this Property

Payment Date	Effective Payment Date	Bill Number	Year	Bill Type	Installment	Payment Batch	Payment Type	Payment Amount
03/22/2013	03/22/2013	14124002-00-6	2012	Secured	2	2920	Payment	\$252.44
11/26/2012	11/26/2012	14124002-00-6	2012	Secured	1	2641	Payment	\$252.44
03/21/2012	03/21/2012	14124002-00-6	2011	Secured	2	2873	Payment	\$241.25
11/17/2011	11/17/2011	14124002-00-6	2011	Secured	1	1518	Payment	\$241.25
03/17/2011	03/17/2011	14124002-00-6	2010	Secured	2	2863	Payment	\$240.77
11/30/2010	11/30/2010	14124002-00-6	2010	Secured	1	2682	Payment	\$240.77
04/06/2010	04/06/2010	14124002-00-6	2009	Secured	2	1511	Payment	\$240.70
12/10/2009	12/10/2009	14124002-00-6	2009	Secured	1	1973	Payment	\$240.70
04/10/2009	04/10/2009	14124002-00-6	2008	Secured	2	2800	Payment	\$240.70
12/10/2008	12/10/2008	14124002-00-6	2008	Secured	1	1617	Payment	\$240.70
04/10/2008	04/10/2008	14124002-00-6	2007	Secured	2	4239	Payment	\$240.36
12/10/2007	12/10/2007	14124002-00-6	2007	Secured	1	1372	Payment	\$240.36
04/10/2007	04/10/2007	14124002-00-6	2006	Secured	2	1960	Payment	\$241.44
12/08/2006	12/08/2006	14124002-00-6	2006	Secured	1	2743	Payment	\$241.44
04/10/2006	04/10/2006	14124002-00-6	2005	Secured	2	2793	Payment	\$227.62
12/09/2005	12/09/2005	14124002-00-6	2005	Secured	1	1586	Payment	\$227.62
04/10/2005	04/10/2005	14124002-00-6	2004	Secured	2	2723	Payment	\$205.53
12/10/2004	12/10/2004	14124002-00-6	2004	Secured	1	1590	Payment	\$205.53
04/10/2004	04/10/2004	14124002-00-6	2003	Secured	2	2897	Payment	\$205.15
12/10/2003	12/10/2003	14124002-00-6	2003	Secured	1	2549	Payment	\$205.15

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