



Santa Ynez Band of Chumash Indians

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www.santaynezchumash.org

*Exh
Set*

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

RESOLUTION #926

Re: Santa Ynez Band of Chumash Mission Indians--
Tribal Land Consolidation Area

Whereas: The Santa Ynez Band of Chumash Indians (the 'Tribe') is a federally recognized Indian Tribe under the United States Department of the Interior, Bureau of Indian Affairs; and

Whereas: The Tribal Business Committee of the Santa Ynez Band of Chumash Indians is the duly authorized body of the Tribe to exercise full governmental responsibilities, and is empowered to make tribal policy and carry out tribal business; and

Whereas: The Santa Ynez Chumash have a approximately 137 acre Reservation much of it is undevelopable wetlands and riverbanks of the Zanja De Cota Creek. Housing and government buildings cover the remainder of the Reservation.

Whereas: Such 137 acre Santa Ynez Reservation is part of a larger approximately 11,500 acre parcel that was the basis for a quiet title action by the Bishop of Monterey in 1897. Such quiet title action was against the individual members of the Santa Ynez Band of Chumash Indians and the Indian Agent at that time to cut off any legal rights they had as to such parcel.

Whereas: The Tribe requests the designation of such approximately 11,500 acre parcel as a Tribal Consolidation Area. To provide housing for future generations of Santa Ynez Chumash members and descendents, the Tribe has purchased 1,400 acres of land just 4 miles east of the Reservation and within the +/-11,500 acres. This land is within the Chumash aboriginal territory and will enable tribal families to return to the Reservation and reunite under tribal law and jurisdiction after such land is annexed to the existing Reservation.

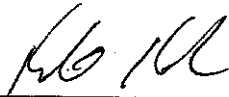
Now Therefore Be It Resolved that the Santa Ynez Band of Chumash Indians hereby requests the approval of the Secretary or his designee for a Tribal Consolidation Area pursuant to 25 CFR 151.2(h) and 25 CFR 151.3(a)(1) and authorizes the Chairman of the Tribe (or the Vice Chairman if the Chairman is unavailable) to negotiate, sign, and execute any and all documents required or necessary to implement such Tribal Consolidation Area.

This resolution supersedes any previous Tribal resolutions.

CERTIFICATION

This is to certify that the foregoing resolution was adopted by the Santa Ynez Business Committee at a duly called meeting of the Tribal Business Committee on March 27, 2013 by a vote of 4 in FAVOR, 0 OPPOSED, and 0 ABSTAINING.

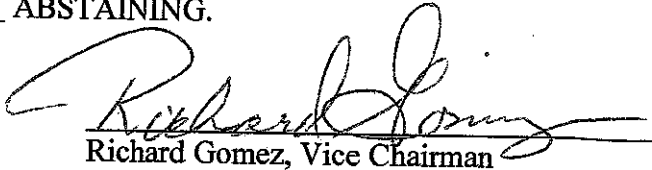
Vincent Armenta, Chairman



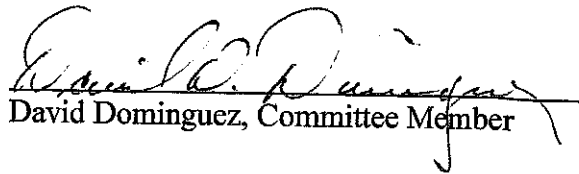
Kenneth Kahn, Secretary-Treasurer



Gary Pace, Committee Member



Richard Gomez, Vice Chairman



David Dominguez, Committee Member



Santa Ynez Band of Chumash Indians

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Gary Pace, *Committee Member*

March 27, 2013

Ms. Amy Dutschke, Director
BIA Pacific Region
2800 Cottage Way
Sacramento, CA 95825

Re: Tribal Consolidation Area (TCA)

Dear Mrs. Dutschke:

The Santa Ynez Band of Chumash Indians (Tribe or Chumash) hereby requests the approval of the Secretary or his designee for a Tribal Consolidation Area pursuant to 25 CFR 151.2(h) and 25 CFR 151.3(a)(1).

While the Santa Ynez Chumash have a 137 acre Reservation much of it is undevelopable wetlands and riverbanks of the Zanja De Cota Creek. Housing and government buildings cover the remainder of the Reservation.

Such 137 acre Reservation is part of a larger approximately 11,500 acre parcel that was the basis for a quiet title action by the Bishop of Monterey in 1897. Such quiet title action was against the individual members of the Santa Ynez Band of Chumash Indians and the Indian Agent at that time to cut off any legal rights they had as to such parcel.

The Tribe requests the designation of such approximately 11,500 acre parcel as a Tribal Consolidation Area. To provide housing for future generations of Santa Ynez Chumash members and descendents, the Tribe has purchased 1,400 acres of land just 4 miles east of the Reservation and within the +/-11,500 acres. This land is within the Chumash aboriginal territory and will enable tribal families to return to the Reservation and reunite under tribal law and jurisdiction after such land is annexed to the existing Reservation.

Please contact me or Sam Cohen, Government and Legal Specialist (Cell: 805-245-9083) if you have any additional questions.

Sincerely,

Vincent Armenta
Tribal Chairman

List of Exhibits

Santa Ynez Band of Chumash Indians

Tribal Consolidation Area

1. Proposed Land Consolidation and Acquisition Plan (Jan. 2013 draft)
2. Lis Pendens Map filed by Bishop of Monterrey in 1897
3. List of Chumash Defendants in 1897 case
4. Land Tenure History of the Santa Ynez Chumash Indians
5. Complete copy of Bishop of Monterey Lawsuit on CD-ROM
6. Narrative of Catholic Church land grants
7. Legal description and parcel map for 1,400 acres
8. Preliminary Title Report for 1,400 acres
9. Layout of Housing on 1,400 acres in 5 acre lots
10. Layout of Housing on 1,400 acres in 1 acre lots
11. Economic Impact Analysis of the Camp 4 Housing Project
12. Environmental Assessment for Camp 4 Housing and Fee-To-Trust (cover page)

Santa Ynez Band of Chumash Indians

**PROPOSED LAND CONSOLIDATION AND
ACQUISITION PLAN**

March 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 descendents 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." *Absentee 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

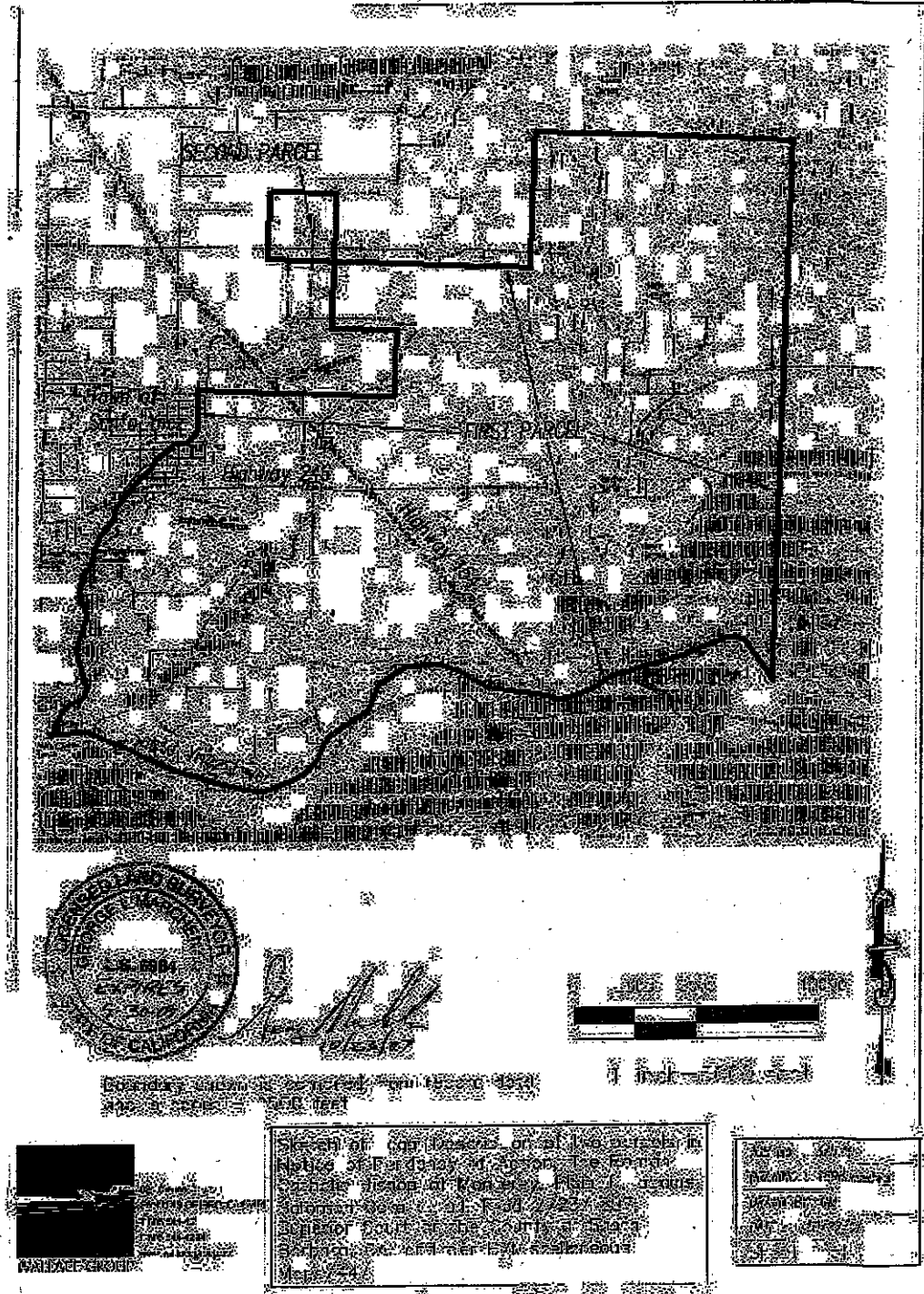
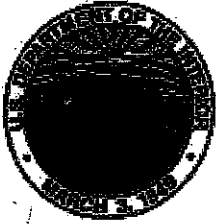


EXHIBIT B



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/

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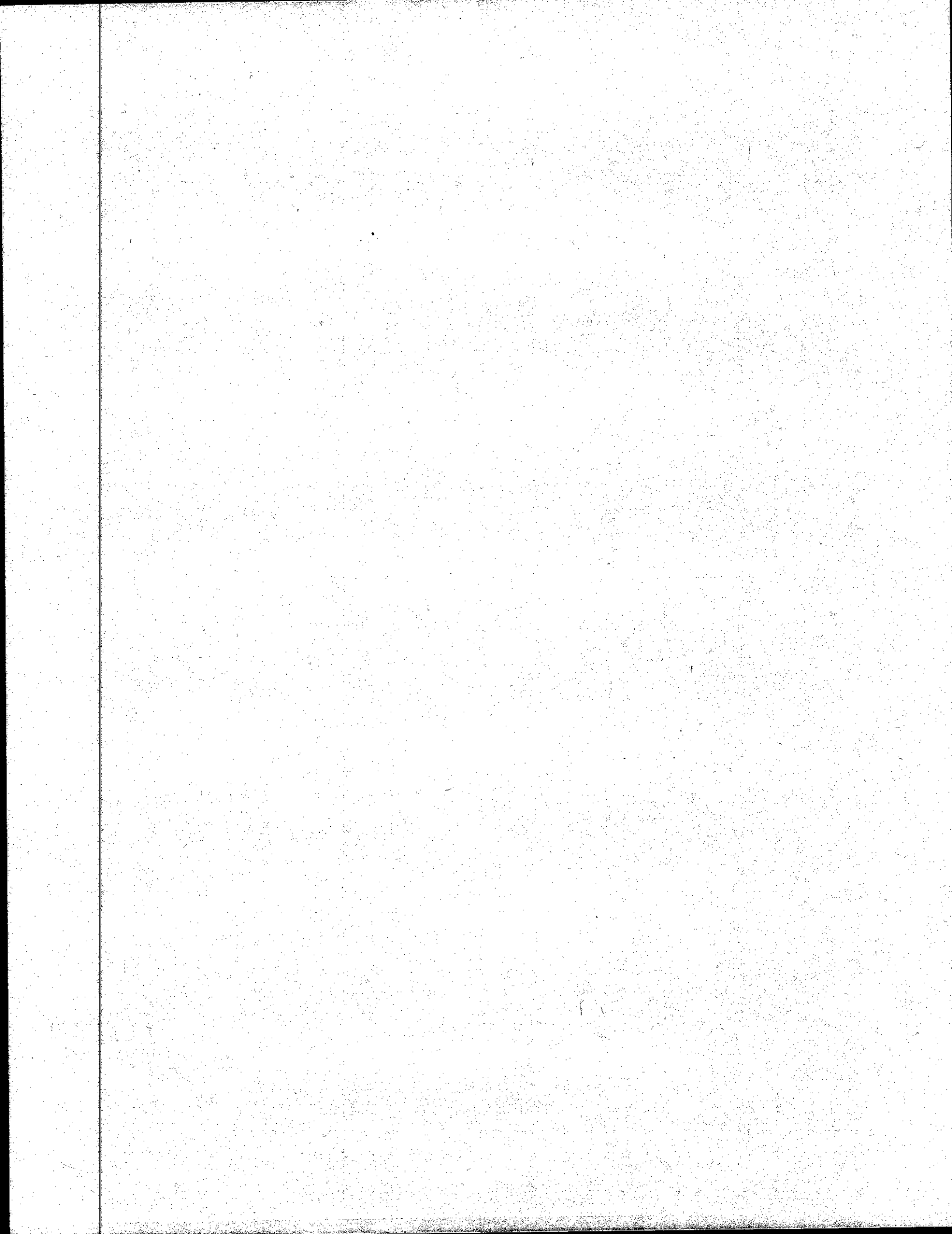
Anita Vogt
Administrative Judge

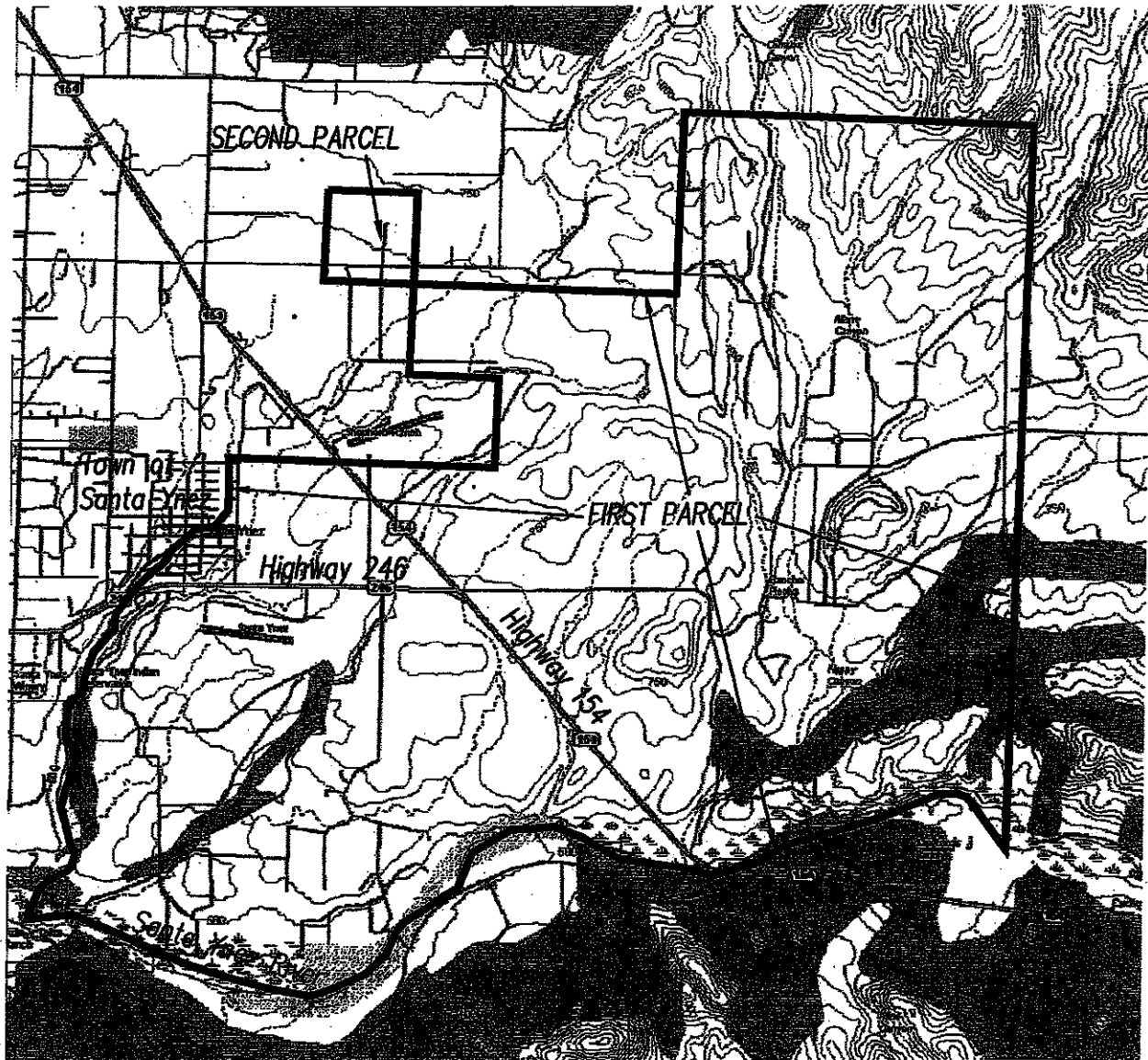
I concur:

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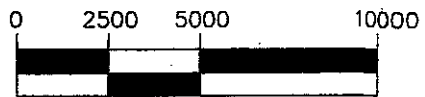
Kathryn A. Lynn
Chief Administrative Judge

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.



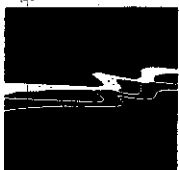


George Y. Marchenko
 10/23/07



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
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 www.wallacegroup.us

WALLACE GROUP

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

STATE OF CALIFORNIA

The Roman Catholic Bishop of Monterey

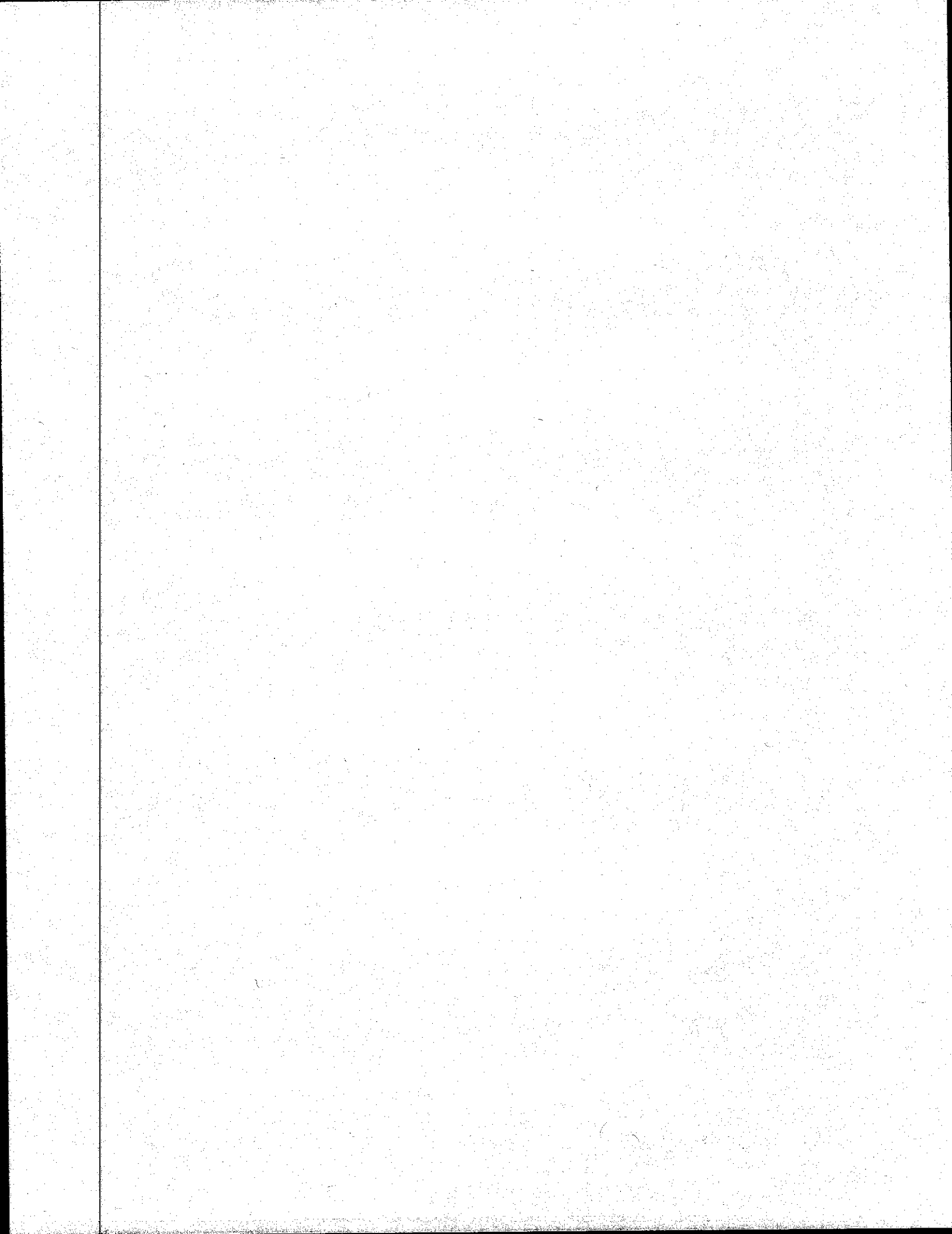
Plaintiff

against

Barbara Cobi, Guadalupe Pina and Maria Pina, Francisco Escobar and
Marta Solares, Maria Antonia Aguirre, Isolina Pina, Felicitas Aguirre,
Pascual Aguirre, Isier Pina, Virginia Pina, Florencia Pina, and Joaquin
Pina, Julia Miranda, Clara Miranda, Isabel Miranda, Santa Miranda
and Petra Miranda, Jose Dolores Bascobai and Barbara Fernandez
Ortega, Catarina Ortega, Victoria Ortega, Juana Ortega, E. Donatillo
Ortega, Francis V. Ortega, Vicente F. Ortega, Leonardo P. Ortega,
Roberto N. Ortega and Julia E. Ortega, Agustin Flores, Francisca
Flores, Maria Flores, Accesion Flores, Agustin Flores and Jose Solares
Adelle Pina, Francisco Yanes, Guillermo Cardona and Edmundo Cal
Josa, Domingo Pajuri and Theopista Pajuri, Francisco Vernal, Mar
garia Vernal, Marize Vernal, Rosa, Juan Cota, and Rita Robles
Nicolas Robles, Vicente Carrillo, Concepcion Carrillo, Jose Ramon
Carrillo, Guadalupe Carrillo, Manucha Carrillo, Teresa B. Carrillo,
Vicente M. Carrillo, Vicente Isier Carrillo and Jose Carrillo, Felix Car
rillo, Miguel Carrillo and Maria Verna, and Francisco Escobillo as
Agent of the United States for the Indians of the Mission Tule (Cons
olidated) Agency in California.

Complainant

Defendants



Land tenure history of the Santa Ynez Chumash Indians

Executive Summary

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

The Chumash have long-standing cultural and spiritual ties to the Camp Four property and surrounding area. 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.

The Camp Four property was once part of the lands of Mission Santa Ines. It was part of the subsequent Rancho Canada de los Pinos recognized by the U.S. government. It was close to an individual land grant to a Santa Ynez Indian by Mexican Gov. Micheltoarena. All these lands were considered to have been the property of the Santa Ynez Chumash 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 Camp Four property based on law and cultural use. Now the tribal government has the opportunity to return the lost land to its jurisdiction and stewardship once more through federal trust status.

Land tenure history of the Santa Ynez Chumash Indians

The Chumash people have been associated with the Camp Four property and surrounding territory since time immemorial. In fact, a rich record exists of the Santa Ynez Chumash's historical connections to the Camp Four land. 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 the 1,390 acres of the Camp Four property from the late Fess Parker 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 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 Camp Four property and 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 now is California. Explorer Cabrillo in 1542 sailed to the islands and coastal areas inhabited by the Chumash.

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 land 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."

Or put another way, the mission activity wasn't 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. Notes one text on land in California: "When the Indians were Christianized and civilized, the mission settlements were to become pueblos. They were always subject, therefore, to secularization, that is, subject to being turned over to lay administration ... The missions were permitted, under the

Spanish and Mexican governments, to occupy and use certain lands *for the benefit of the Indians*, but not to own them. They were, in effect, trustees only.”

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. 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. The missionaries still were regarded as the guardians of the Indians and the tribal lands.

Many Chumash after the secularization efforts did flee the mission 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.

Mexican land grants

Mexican governors from 1838 to 1844 gave both large and small land grants to individual Chumash tribal members - again demonstrating the tribe's claims to land in the Camp Four area and elsewhere.

The first large grant was when Gov. Alvarado in 1838 gave Antonio Silimunajait land at Rancho Saca on upper Zaca Creek near Mission Santa Ines. The second large grant was when Gov. Micheltoarena in 1843 gave Rancho Alamo Pintado to Marcelino Cunait, the recognized chief of the Santa Ynez Indians in the mid-19th century.

Furthermore, Gov. Micheltoarena in 1844 issued smaller land grants to several Chumash Indians, known as the Huertas grants. The grants were within the broader scope of Mission Santa Ines lands, including the area around the Camp Four property. For instance, one of these was Rancho San Isidro, given to Andres Suljuaichet. Historical records indicate that the grant was in the vicinity of lower Santa Agueda Creek near Armour Ranch Road, or approximately one mile from Camp Four.

Also around this same time, Gov. Micheltoarena granted to Bishop of California Joseph Alemany title to the vast lands known as the Rancho Canada de los Pinos, or the College Rancho. The grant specifically accepted the lands granted to the neophytes.

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.

After a church reorganization, the Bishop of California became the Bishop of Monterey. Bishop Alemany 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: 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 suit 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 includes Camp Four. The federal government in 1861 issued a patent for those lands to the bishop. The Chumash villages around Mission Santa Ines lands remained.

Notably, the Santa Ynez Chumash did not give up asserting their claims to the lands they occupied or were granted.

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. The government later gave it to settlers.

Congress deployed a commission to investigate the conditions of the Mission Indians. One goal was to help them settle on reservations created by the United States, rather than on the lands held by the missions.

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 missions.

But the Chumash land was caught in a legal paradox.

The commission determined that abundant evidence existed to validate the Chumash's long period of occupancy of the mission lands. But the commission could not support creating a federal reservation through the legal theory of adverse possession. Why? 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.

Once again, the Santa Ynez Chumash continued to assert their right of occupancy and possession to a much larger area than was discussed in negotiations.

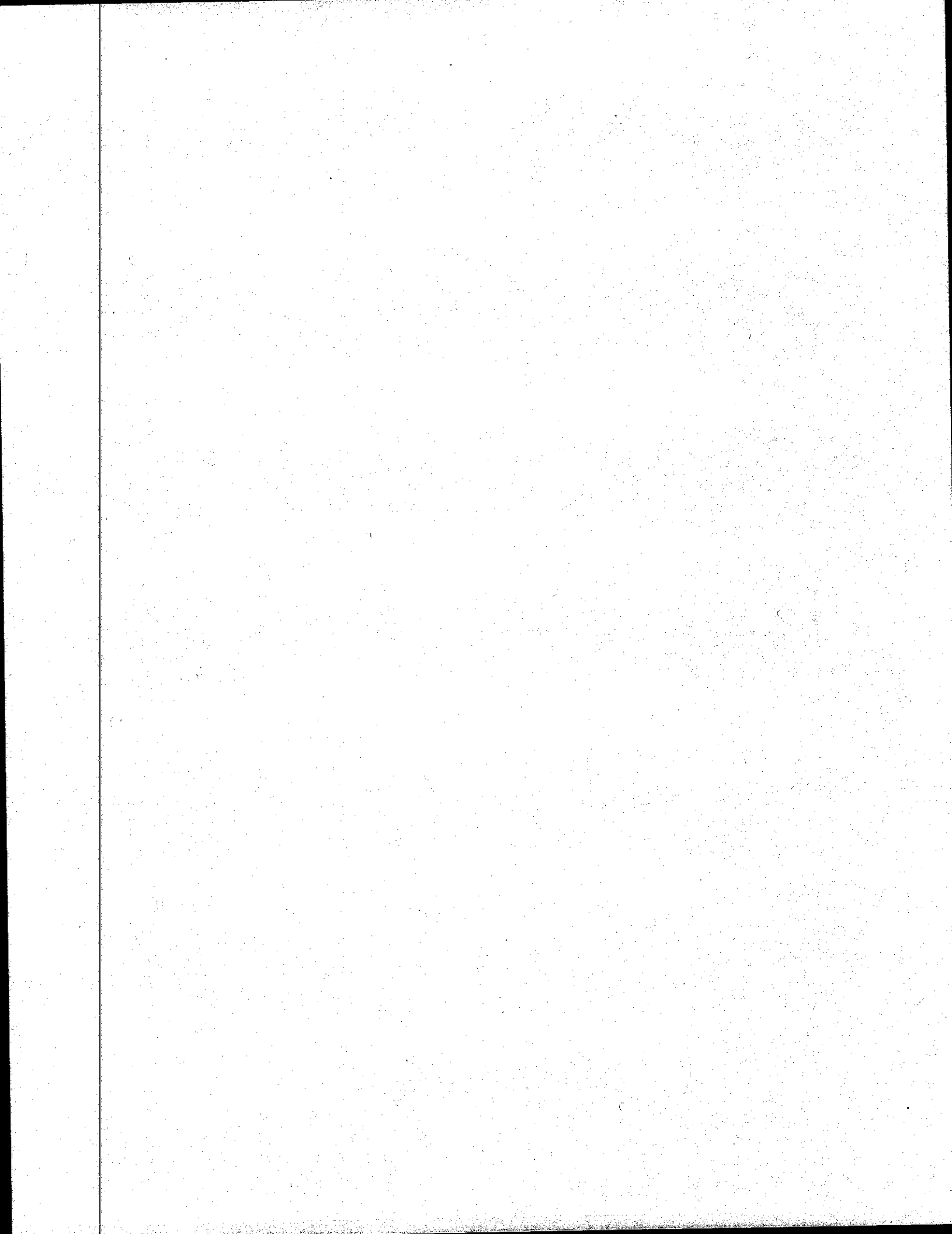
At various times, parcels of land ranging from 5 acres to 200 acres were proposed as the property to be deeded to the United States for the Santa Ynez Chumash. Each of these proposals represented areas that were significantly less than the original mission lands (held for the local Chumash), the Rancho 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.

The Camp Four property was once part of the lands of Mission Santa Ines. It was part of the subsequent Rancho Canada de los Pinos recognized by the U.S. government. It was close to an individual land grant 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, deep connections to the Camp Four property based on law and cultural use. Now the tribal government has the

opportunity to return the lost land - that it has had to purchase back - to its jurisdiction and stewardship once more through federal trust status. Anything less would constitute a second unjust taking of the land.





3 West Carrillo Street, Suite 205 Santa Barbara, CA 93101
ph: 805.962.4611 fax: 805.962.4161 www.landpconsultants.com

P.N. 01-051.01

NOTICE OF TRANSMITTAL

DATE: June 22, 2001

TO: County Surveyor's Office
County Public Works
123 East Anapamu Street
Santa Barbara, CA 93101

ATTENTION: Michael Emmons

SUBJECT: Canda de los Pinos

BY HAND
MAIL
OTHER

WE ARE TRANSMITTING HERewith THE FOLLOWING:

Summary letter for my research of the chain of title for Block 20 and Valley Street of the Town of Santa Ynez. Per our discussions the research for this chain of title has been limited to those recorded documents available to me through the local title companies. During the course of my review I have found references to other documents that were not part of this study. I am enclosing a list of the documents I have not review or which we have not specifically discussed.

Notice of Action: B-521 & D-19

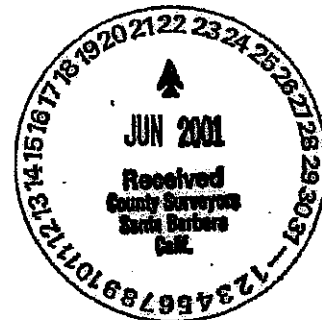
Unrecorded Survey: 485 (or 465?)

Notice 1-106 & 107 (possible water claim)

Power of Attorney: A-78, A-301

Road Easement: Deeds 11-552

PURPOSE: Per your request.



L&P Consultants

By Donald R. Poppe
Don Poppe



3 West Carrillo Street, Suite 205 Santa Barbara, CA 93101
ph: 805.962.4611 fax: 805.962.4161 www.landpcconsultants.com

Project No. 01-051.01

June 22, 2001

Santa Barbara County Surveyor's Office
Public Works Department
123 East Anapamu Street
Santa Barbara, CA 93101

Re: Lots 5, 6 & 7 of Block 20 and Valley Street, Santa Ynez

Dear Mr. Emmons,

Per your request I have reviewed the recorded chain of title for Lots 5, 6 & 7 of Block 20 of Santa Ynez, as shown on the Map of the Town of Santa Ynez, as surveyed by John Gilcrest. For purposes of this study we have reviewed the chain of title for this property based on the documents recorded with the Santa Barbara County Recorders Office in the Books of Patents, Deeds and Official Records. We have also reviewed those maps filed with the County Recorders Office. This letter summarizes the major events that occurred with respect to this property, please refer to the specific documents previous transmitted for more detailed history of the property.

Early History of Canada de los Pinos

The Town of Santa Ynez is a portion of the Canada de los Pinos granted to the Roman Catholic Church by the Mexican Government, this grant was confirmed by the United States of America by the issuance of a patent dated February 28, 1861 and recorded September 29, 1869 in Book A, Page 45 of Patents. The grant for this property differed from the mission grants in that it was for the establishment and support of an Episcopal Seminary for the state.

In July of 1853 the Catholic Church in California was split into dioceses, this separation is documented in a deed recorded August 27, 1874 in Book M, Page 511 of Deeds. After the separation of the dioceses the Bishop of Monterey has authority for the Church in California south of 37°13' North Latitude and the Arch-Bishop of San Francisco has authority north of 37°13' North Latitude. The deed also identifies the specific mission lands to be controlled by each diocese. Since the Canada de los Pinos was established as a seminary for the entire state, it is agreed to be held jointly by the dioceses. As a result of this deed the Arch-Bishop of San Francisco holds an undivided three-fifths of the Canada de los Pinos and the Bishop of Monterey holds the remaining undivided two-fifths.

The Canada de los Pinos is the subject of several partition agreements between the two dioceses and between the Bishop of Monterey and the Santa Ynez Land Improvement Company (successor in interest to the Arch-bishop of San Francisco). The first agreement

County Surveyor's Office
May 8, 2001

between the dioceses is recorded March 27, 1882 in Book Z, Page 96 of Deeds. This deed grants the subject property to the Bishop of Monterey and is shown on a map recorded in Book B, Page 442 of Miscellaneous Maps.

Initial Grant to Elena de la Cuesta

The Bishop of Monterey grants the land shown as Blocks 19 and 20 of the Town of Santa Ynez to Elena de la Cuesta by a deed recorded September 26, 1887 in Book 18, Page 209 of Deeds. This deed references the map of Santa Ynez made by A.S. Cooper and recorded in Book B, Page 441 of Miscellaneous Maps. This map does not show Valley Street or Blocks 19 & 20, these are not shown until the 1887 map made by John Gilcrest. The point of beginning for this deed is described as the southwest corner of Tyndall and Numancia Streets and then is a metes and bounds description encompassing what is later shown as Blocks 19 & 20 and the interior alley shown within the blocks on the later map. The controlling calls made for in this deed are for Numancia and Tyndall Streets and the Sanja Cota Creek, as shown on the A.S. Cooper map. Note while the Santa Ynez Land and Improvement Company acquired their title in Canada de los Pinos prior to E. de la Cuesta they did not acquire any fee interest of record to the property conveyed to E. de la Cuesta. Also E. de la Cuesta acquired his interest prior to the filing of the Map of the Town of Santa Ynez and the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho by John Gilcrest.

Creation of the Santa Ynez Indian Reservation

The Bishop of Monterey entered into an agreement with Lucius A. Wright, as agent of the United States for the Indians of the Mission Tule River Agency, recorded August 1, 1898 in Book 65, Page 3 of Deeds. This agreement established that the Bishop of Monterey would convey to the United States of America a tract of land to be held "in trust for the band or village of Mission Indians, known as the Santa Ynez Indians". The northerly line of this tract of land is to be the southerly line of the land owned by E. de la Cuesta.

The Bishop of Monterey then files a suit to quiet title to the remaining portion of the Canada de los Pinos, against the Santa Ynez Indians, listed individually and Lucius A. Wright, as agent for the United States for the Indians of the Mission Tule River Agency. The judgment for this suit was recorded April, 1906 in Book 114, Page 187 of Deeds. This judgement establishes the Bishop of Monterey's title to the subject property.

Following this judgment the Bishop of Monterey grants to the United States of America the Property now know as the Santa Ynez Indian Reservation by a deed recorded June 18, 1906 in Book 114, Page 412 of Deeds. The legal description for this deed commences at a stake in a fence line on the South line of Block 20 of the Town of Santa Ynez and conforms to the survey made by FF Flourney and filed in Book . Therefore, as of the date of this document all interest of the Bishop of Monterey in Valley Street was transfer to the United States of America.

County Surveyor's Office
May 8, 2001

The Santa Ynez Land Improvement Company

The Santa Ynez Land and Improvement Company first acquired an interest in the Canada de los Pinos by a deed recorded August 21, 1887 in Book 16, Page 516 of Deeds. The Santa Ynez Land Improvement Company only acquired the interests of the Arch-bishop of San Francisco and did not acquire any property of record from the Bishop of Monterey. Therefore the Santa Ynez Land Improvement Company could not convey or dedicate title to Valley Street to the County of Santa Barbara by the recording of the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho.

Blocks 19 & 20

The present owner of record (James E. Mooney, trustee) for Lots 5 through 9 of Block 20 of the Town of Santa Ynez acquired their interest in the property from the State of California by a Director's Deed recorded July 10, 1957 in Book 1458, Page 536 of Official Records. It is important to note that this deed specifically calls out the north line of Valley Street as the southerly boundary for the subject property. This would mean that even if E. de la Cuesta had acquired any interest in Valley Street, that interest would most likely now be held by the State of California.

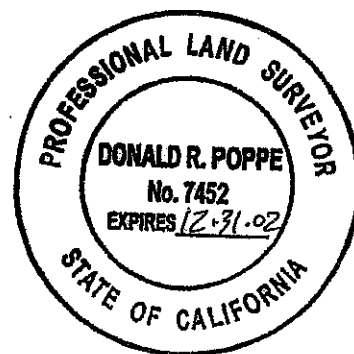
If you have any questions or I can be of any further assistance please call me at (805) 962-4611 ext. 202.

Very truly yours,

L&P Consultants



Don Poppe, PLS 7452
Vice President



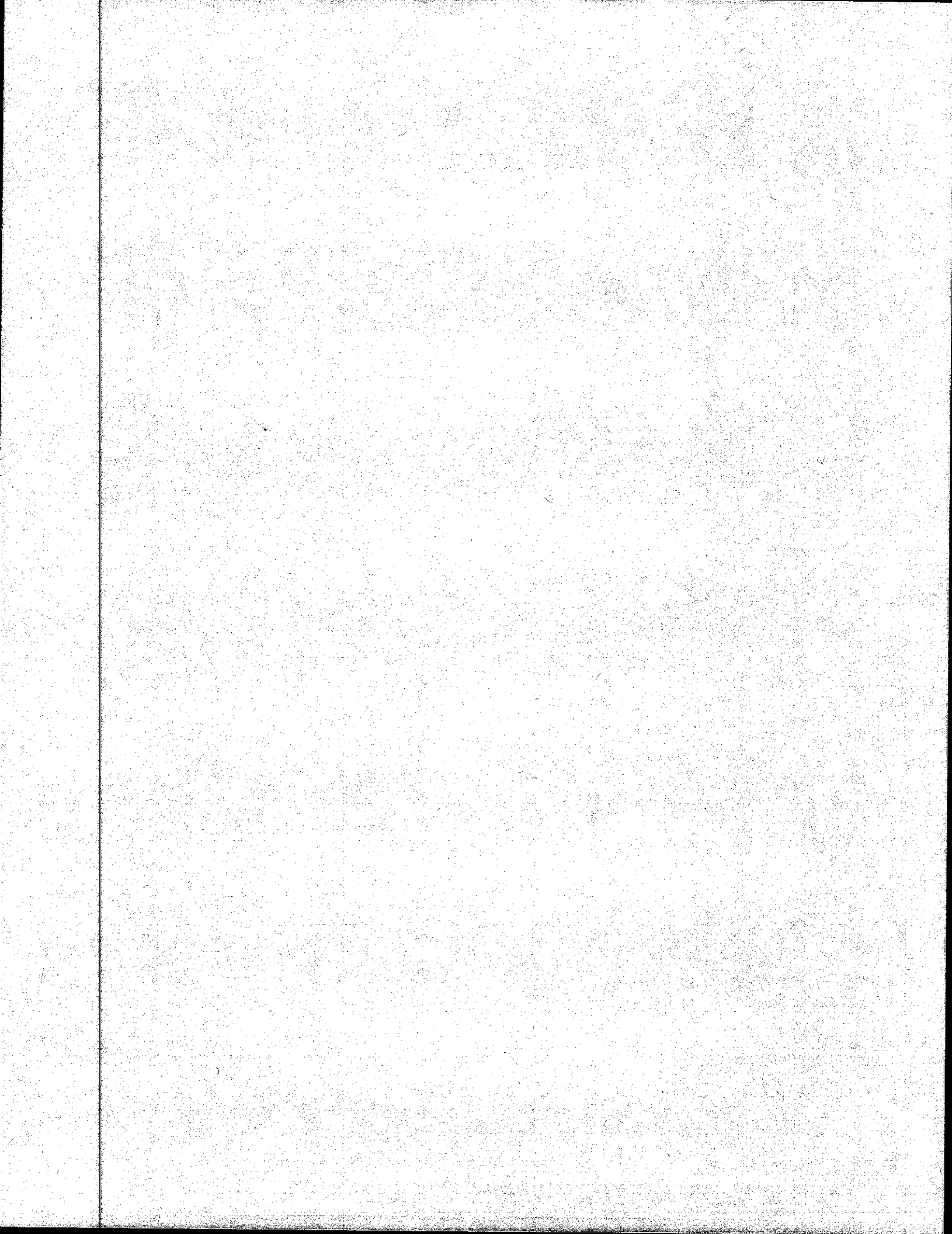


Exhibit A
Legal Description

Parcel A: (Certificate of Compliance 2001-105580) (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; being the land described in the Certificate of Compliance recorded December 5, 2001 as Instrument No. 2001-105580 of Official Records in the Office of the County Recorder, of said County.

Parcel B: (Certificate of Compliance 2001-105581) (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, being the land described in the Certificate of Compliance recorded December 5, 2001 as Instrument No. 2001-105581 of Official Records in the Office of the County Recorder, of said County.

Parcel C: (Certificate of Compliance 2001-105582) (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, being the land described in the Certificate of Compliance recorded December 5, 2001 as Instrument No. 2001-105582 of Official Records in the Office of the County Recorder, of said County.

Parcel D: (Certificate of Compliance 2001-105583) (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, being the land described in the Certificate of Compliance recorded December 5, 2001 as Instrument No. 01-105583 of Official Records in the Office of the County Recorder, of said County.

Parcel E: (Certificate of Compliance 2001-105584) (portion of APN: 141-230-23)

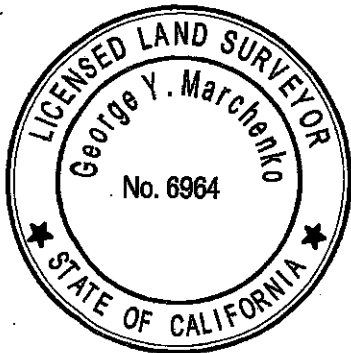
That portion of Lots 3 and 6 of Tract 16, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County, that lies northeasterly of the northeasterly line of the land granted to the State of California by an Executors Deed recorded April 2, 1968 in Book 2227, page 136 of Official Records of said County being the land described in Certificate of Compliance recorded December 5, 2001 as Instrument No. 01-105584 of Official Records in the Office of the County Recorder, of said County.

The above described piece of land is graphically shown on Exhibit "B" attached hereto and made a part hereof.

End of Legal Description

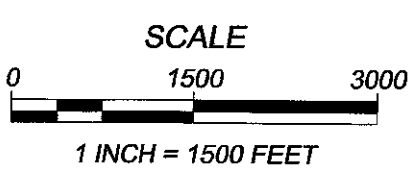
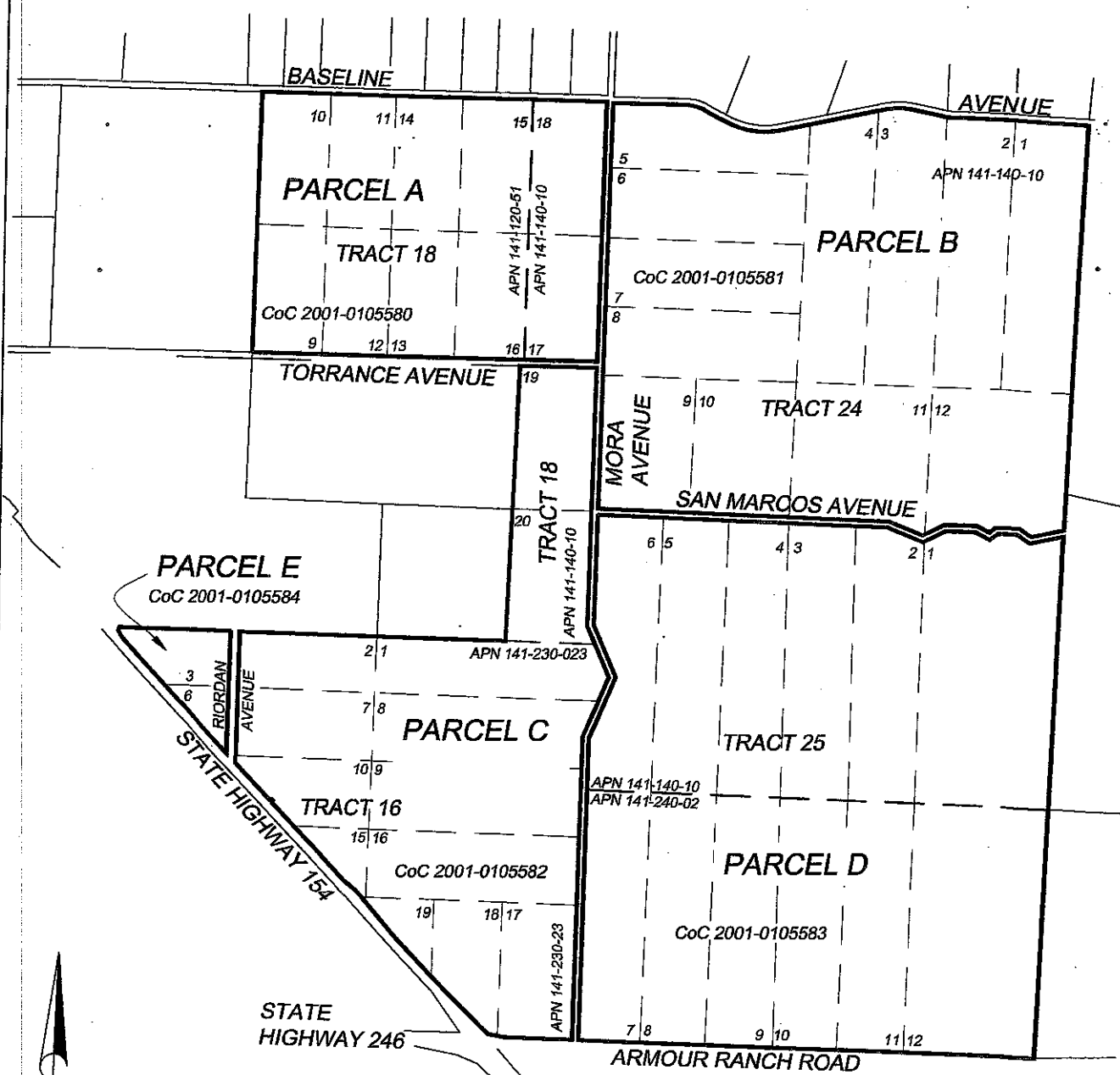
Prepared by George Marchenko PLS 6964, CfedS 1248

Date: 3/20/2012



George Marchenko

EXHIBIT B



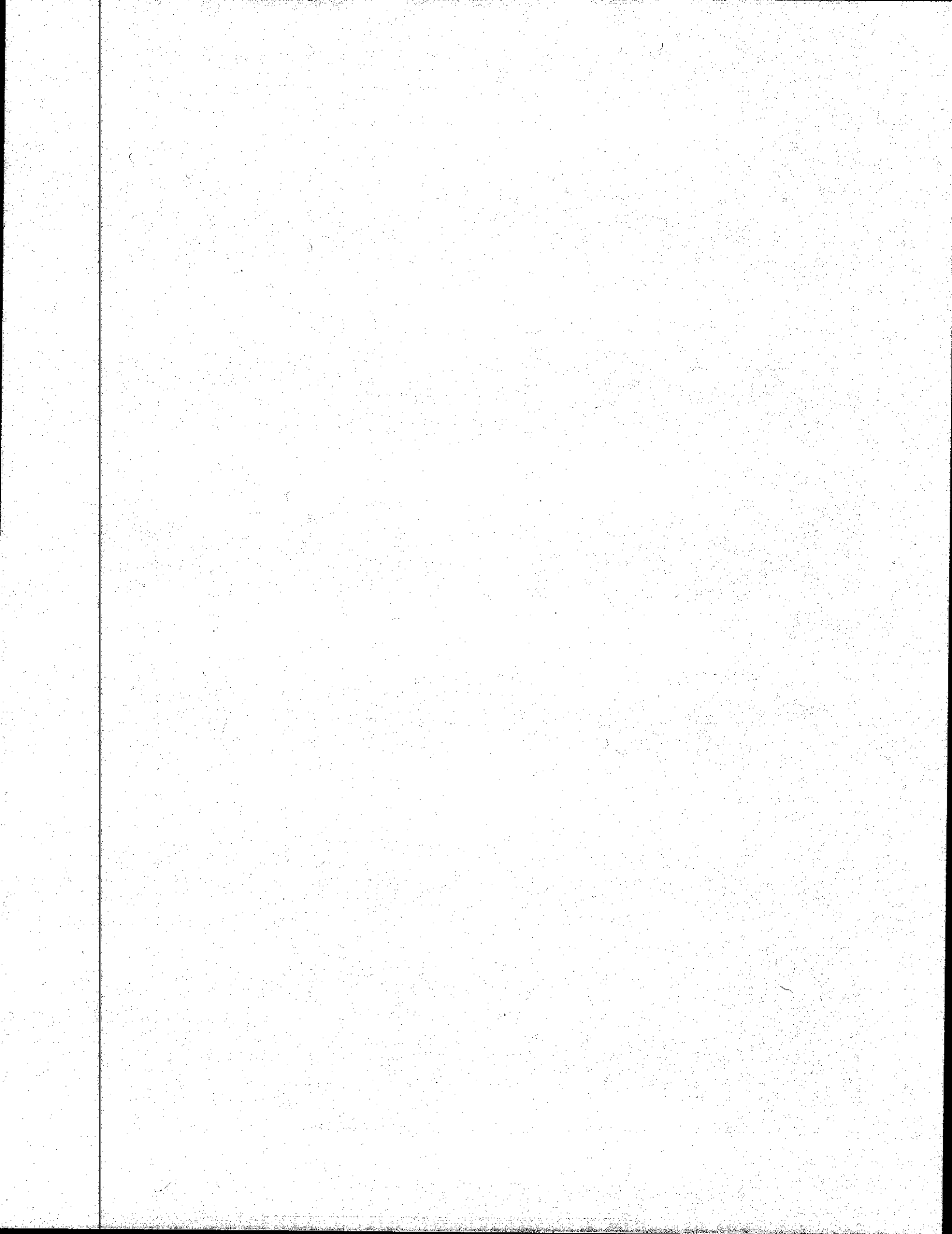
LEGEND
CoC- CERTIFICATE OF COMPLIANCE

EXHIBIT B
CERTIFICATES OF COMPLIANCE
2001-105580 THROUGH 2001-105584,
PORTIONS OF SUBDIVISIONS
OF CANADA de los PINOS,
RACK 3, MAP 4
SANTA BARBARA COUNTY, CA

JOB No. : 375-50
DRAWING :LD ex b
DRAWN BY: GM
DATE : 3/19/20112
Sheet 1 of 1

WALLACE GROUP

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



Amended

3/22/10



First American Title Company

445 Second Street
Solvang, CA 93463

Linda Clark
First American Title
3780 State Street, P.O. Box 3977
Santa Barbara, CA 93108
Phone: (805)569-6152
Fax: (866)397-7090

Customer Reference:

Order Number: 4205-3460634 (LC)

Title Officer: Linda Clark
Phone: (805)687-1581
Fax No.:
E-Mail: lkclark@firstam.com
Owner: Fess Parker Ranch LLC
Property: 4400 Baseline Avenue
Santa Ynez, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the 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.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Order Number: 4205-3460634

Page Number: 2

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 15, 2010 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

FESS PARKER RANCH LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

✓ 1. General and special taxes and assessments for the fiscal year 2010-2011, a lien not yet due or payable.

✓ 2. General and special taxes and assessments for the fiscal year 2009-2010.

First Installment:	\$7,906.15, PAID
Penalty:	\$0.00
Second Installment:	\$7,906.15, DUE
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 2009-2010.

First Installment:	\$9,275.40, PAID
Penalty:	\$0.00
Second Installment:	\$9,275.40, DUE
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 2009-2010.

First Installment: \$277.52, PAID
Penalty: \$0.00
Second Installment: \$277.52, DUE
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 2009-2010.

First Installment: \$240.70, PAID
Penalty: \$0.00
Second Installment: \$240.70, DUE
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. Water rights, claims or title to water, whether or not shown by the public records.

8. Additional matters, if any, following review by the Company's Waterways and Boundaries Underwriter.

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

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

For: Road and incidental purposes.

11. 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

✓ 12. 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

Not Plottable

✓ 13. 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

✓ 14. 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 *Variable width - Baseline*
Affects: As described therein

✓ 15. 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.

✓ 16. 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.

endor ✓ 17. 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: State of California
Affects: Portion of Parcel Three

✓ 18. 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.

✓ 19. 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

Revised 20. A deed of trust to secure an original indebtedness of \$4,000,000.00 recorded January 8, 2009 as Instrument No. 09-655 of Official Records.

Dated: December 12, 2008
Trustor: Fess Parker Ranch LLC, a California Limited Liability Company
Trustee: First American Title Company, a Corporation
Beneficiary: AXA Equitable Life Insurance Company, a New York Corporation

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the Company

Affects: Parcel 1 and 2

21.

A deed of trust to secure an original indebtedness of \$3,000,000.00 recorded August 4, 2009 as Instrument No. 09-47521 of Official Records.

Dated: August 3, 2009

Trustor: Fess Parker Ranch, LLC, a California Limited Liability Company

Trustee: Chicago Title Company, a California Corporation

Beneficiary: Steven F. and Marie M. Will, Trustees of the Steven F. Will Family Trust, UTA dated September 5, 1990

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the Company

The above deed of trust states that it secures an equity line/revolving line of credit.

Affects: Parcel 4

22.

Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

- ✓ 23. With respect to Fess Parker Ranch LLC, a California limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

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.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

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

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which 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. Proceedings by a public agency which may result in taxes or assessments, or notice 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which 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 the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
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:

* land use	* land division
* improvements on the land	* 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 notice of exercising the right appears in the public records on the Policy Date
 - * 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:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * 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:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

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
 - 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.

LIMITATIONS ON COVERED RISKS

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (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

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**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 which 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 which 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.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
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).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which 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.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
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 which 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.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which 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.

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.








**First American
Title Company**

Reference No.: 3460634
County: Santa Barbara

Plotted Easements

Legend


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

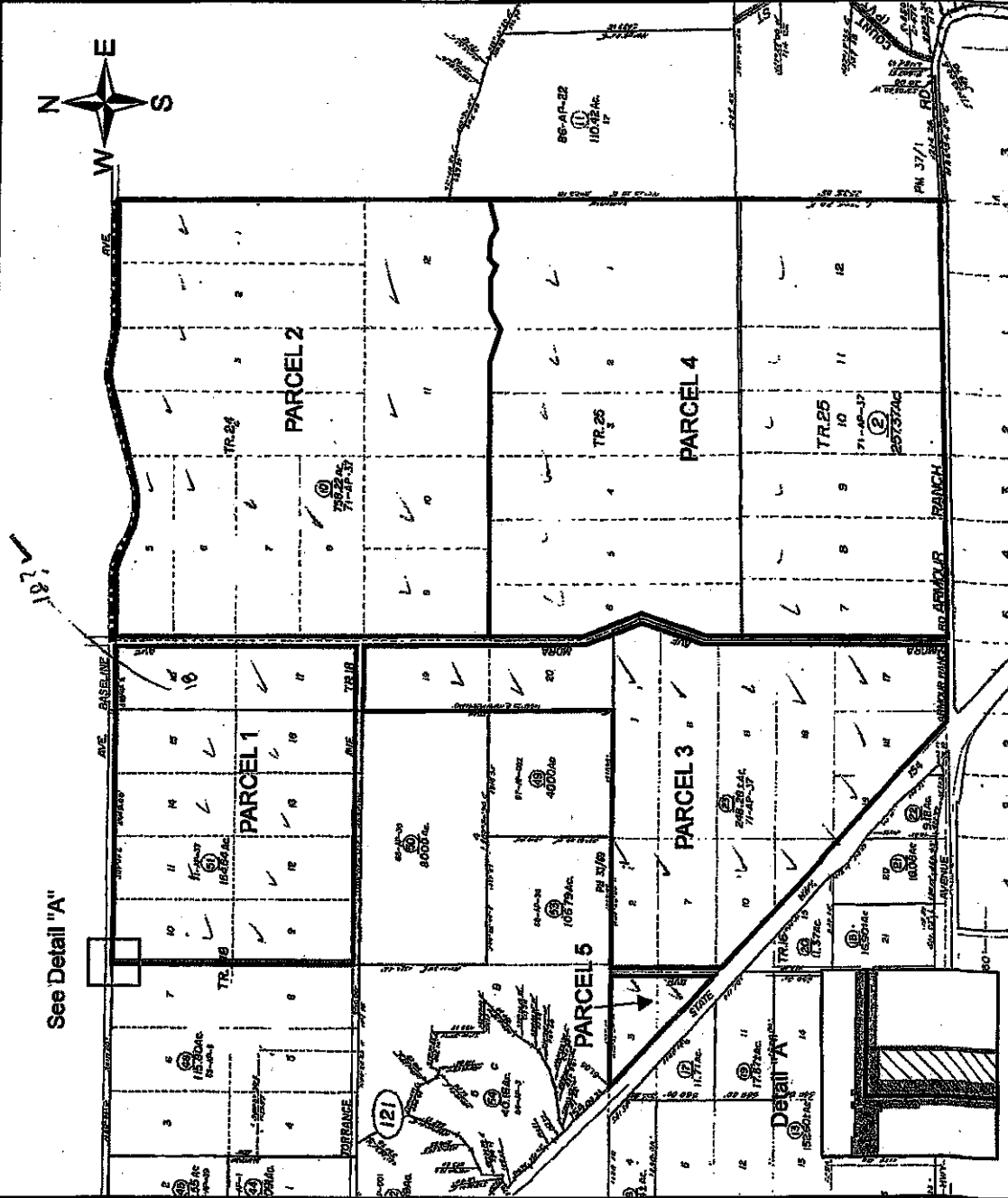
Tract Map Bk3 Pg4
(Road-Not Plottable)

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)

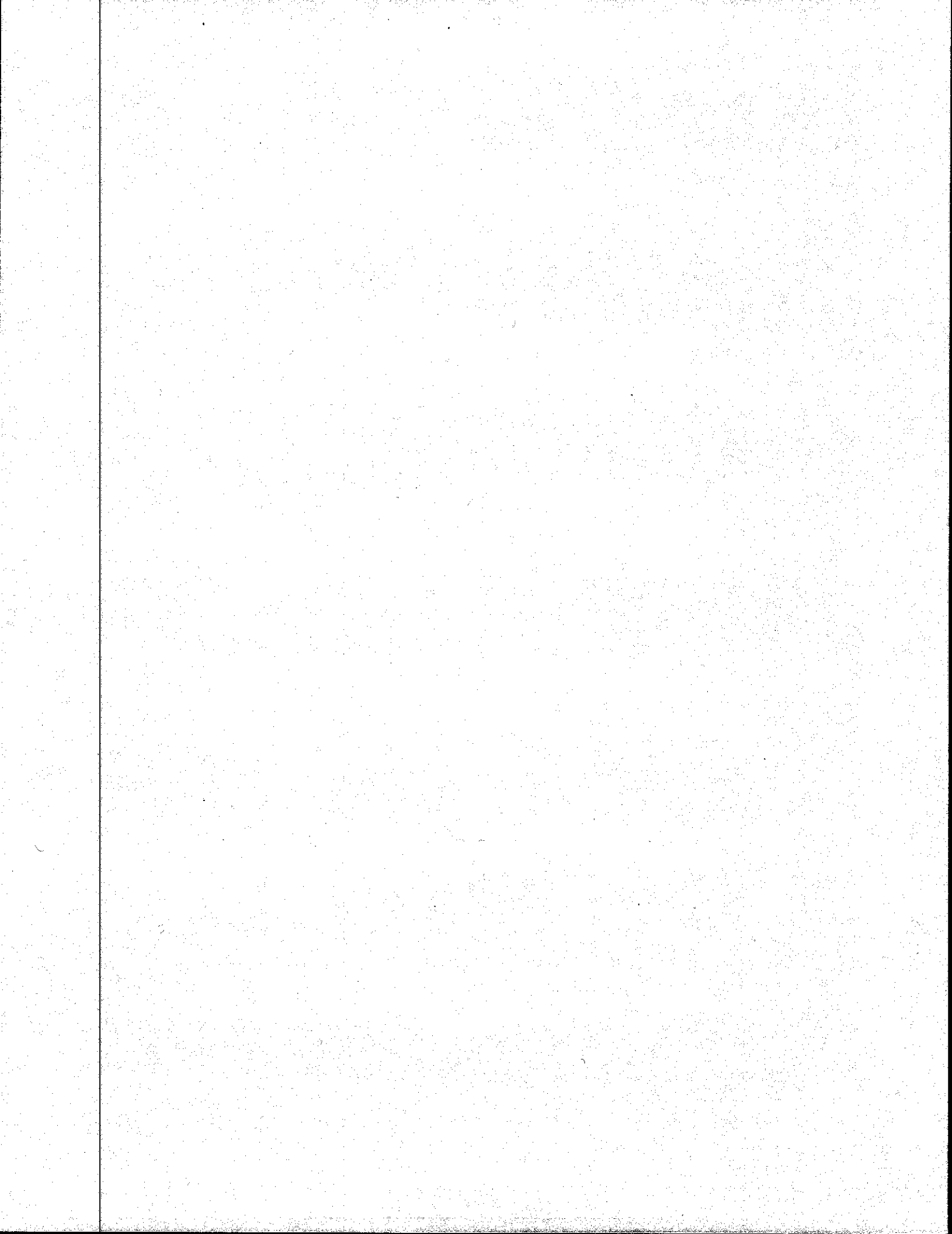
 12/04/1959 # 40994
Bk1693 Pg381 (Variable
Width-Public Road)



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.

Map Not
To Scale

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



SANTA YNEZ BAND OF CHUMASH INDIANS
LAND USE PLANNING



LAND USE SUMMARY - Q
143 - 5 ACRE LOTS

DEVELOPABLE LAND	1,200 ACRES
RESIDENTIAL PRO	700 ACRES
AGRICULTURAL	200 ACRES
OPEN SPACE/RECREATION - GENERAL USES	200 ACRES
SPECIAL PURPOSE ZONE - GOVERNMENT	20 ACRES
SPECIAL PURPOSE ZONE - UTILITIES	5 ACRES
NON-DEVELOPABLE LAND	131 ACRES
RESOURCE MANAGEMENT ZONE - CONSERVED	50 ACRES
RESOURCE MANAGEMENT ZONE - RIPARIAN CORRIDORS	81 ACRES
TOTAL SITE ACRES	1,430 ACRES

LEGEND

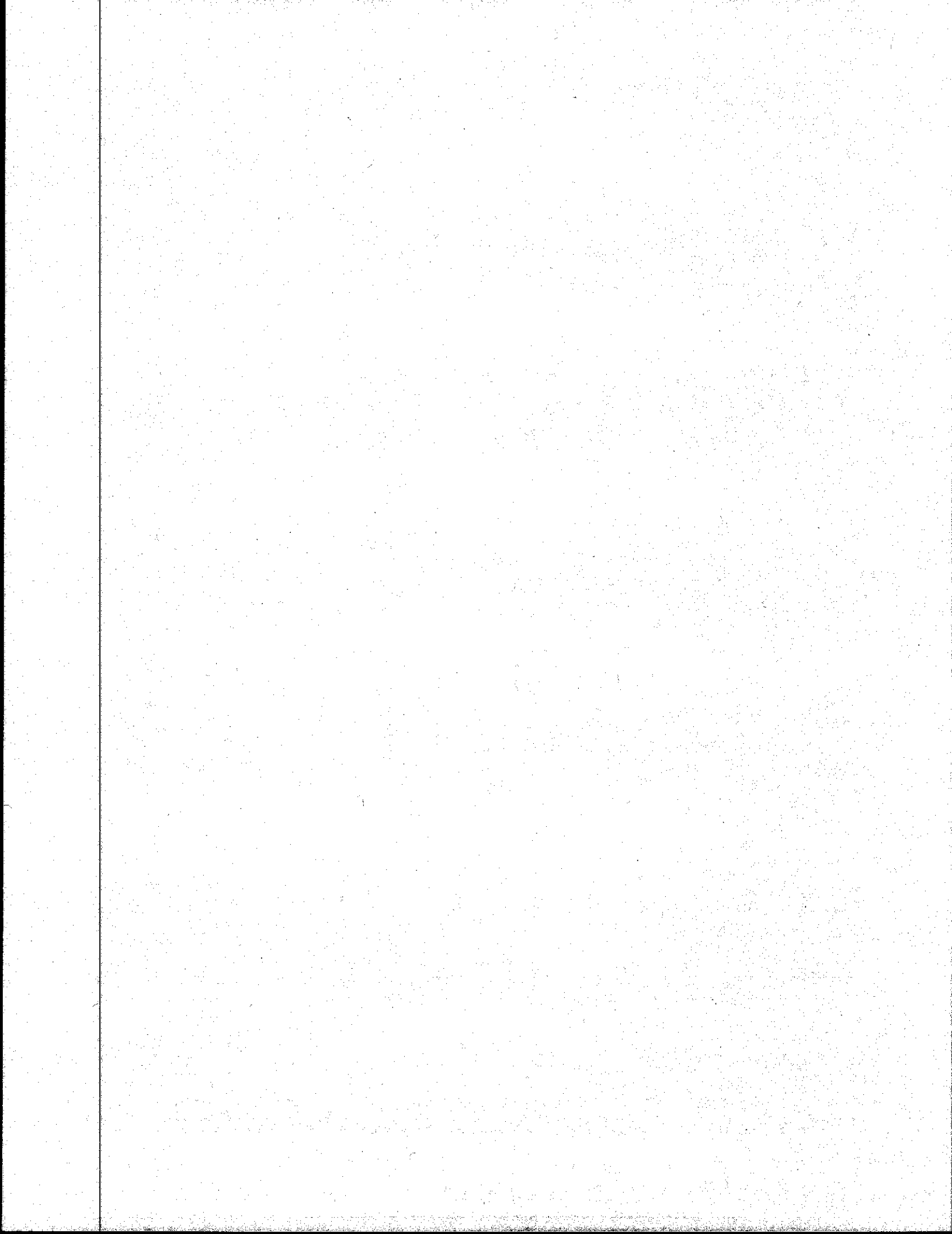
- RESIDENTIAL ZONE
LOW DENSITY PLANNED RESIDENTIAL DEVELOPMENT
- AGRICULTURAL ZONE
AGRICULTURAL 1
- OPEN SPACE / RECREATION ZONE
PASSIVE TRAILS, EQUESTRIAN TRAILS
- RESOURCE MANAGEMENT ZONE (RMZ)
OLD WOODLAND
- RESOURCE MANAGEMENT ZONE (RMZ)
RIPARIAN CORRIDORS
- SPECIAL PURPOSE ZONE
GOVERNMENT CENTER
- SPECIAL PURPOSE ZONE
PUBLIC UTILITIES - WWTP
- ROADS
- VIEW CORRIDOR
- CULTURAL RESOURCES

CONCEPT PLAN - OPTION Q

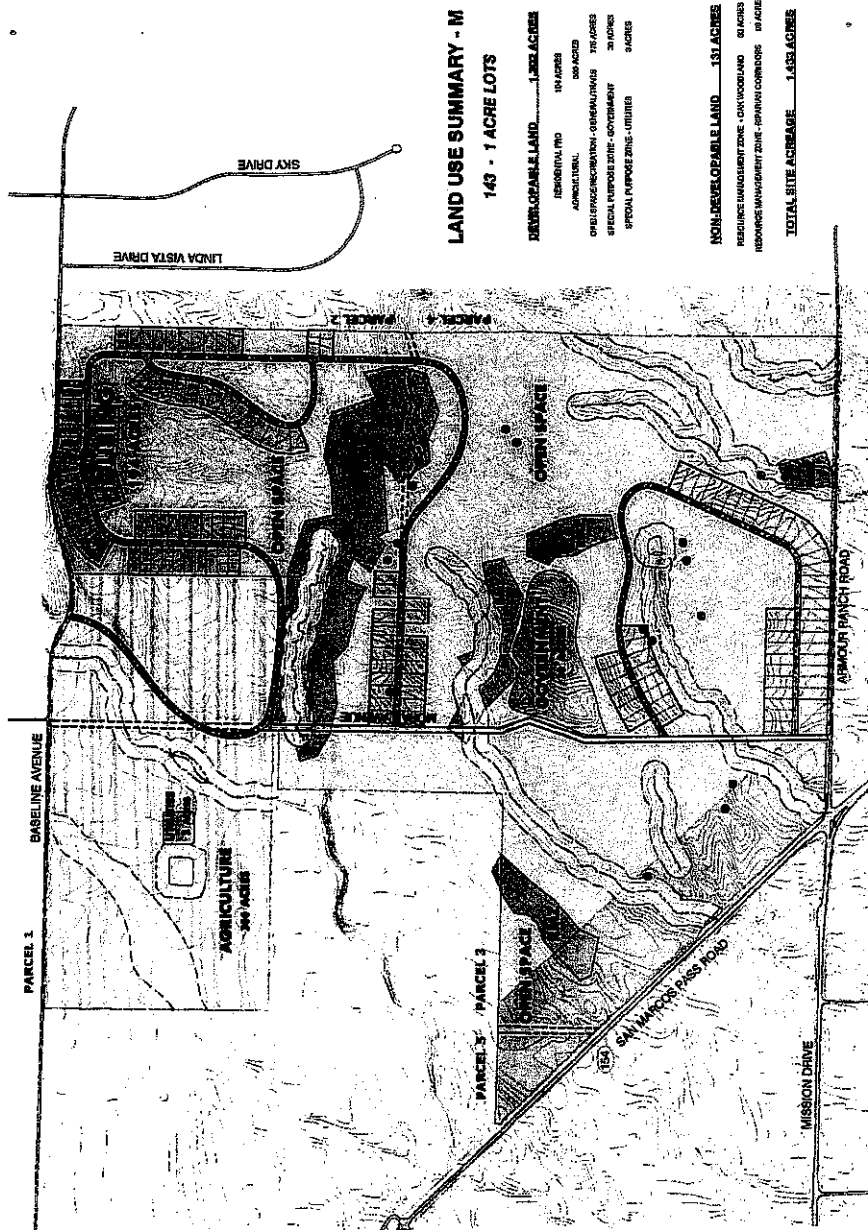
1" = 500'



summit project management
1875 Northgate Blvd., Suite 100
Chattanooga, Tennessee 37426
423.832.8899



SANTA YNEZ BAND OF CHUMASH INDIANS
LAND USE PLANNING



LAND USE SUMMARY - M
143 - 1 ACRE LOTS

DEVELOPABLE LAND - 1,262.4 ACRES
RESIDENTIAL PWD - 194 ACRES
AGRICULTURAL - 286 ACRES
OPEN SPACE/RECREATION - GOVERNMENTAL/UTILITIES - 378 ACRES
SPECIAL PURPOSE ZONE - GOVERNMENT - 20 ACRES
SPECIAL PURPOSE ZONE - UTILITIES - 94 ACRES

NON-DEVELOPABLE LAND - 151 ACRES
RESOURCE MANAGEMENT ZONE - CULTURAL LAND - 81 ACRES
RESOURCE MANAGEMENT ZONE - RIPARIAN CORRIDORS - 67 ACRES
TOTAL SITE ACREAGE - 1,453 ACRES

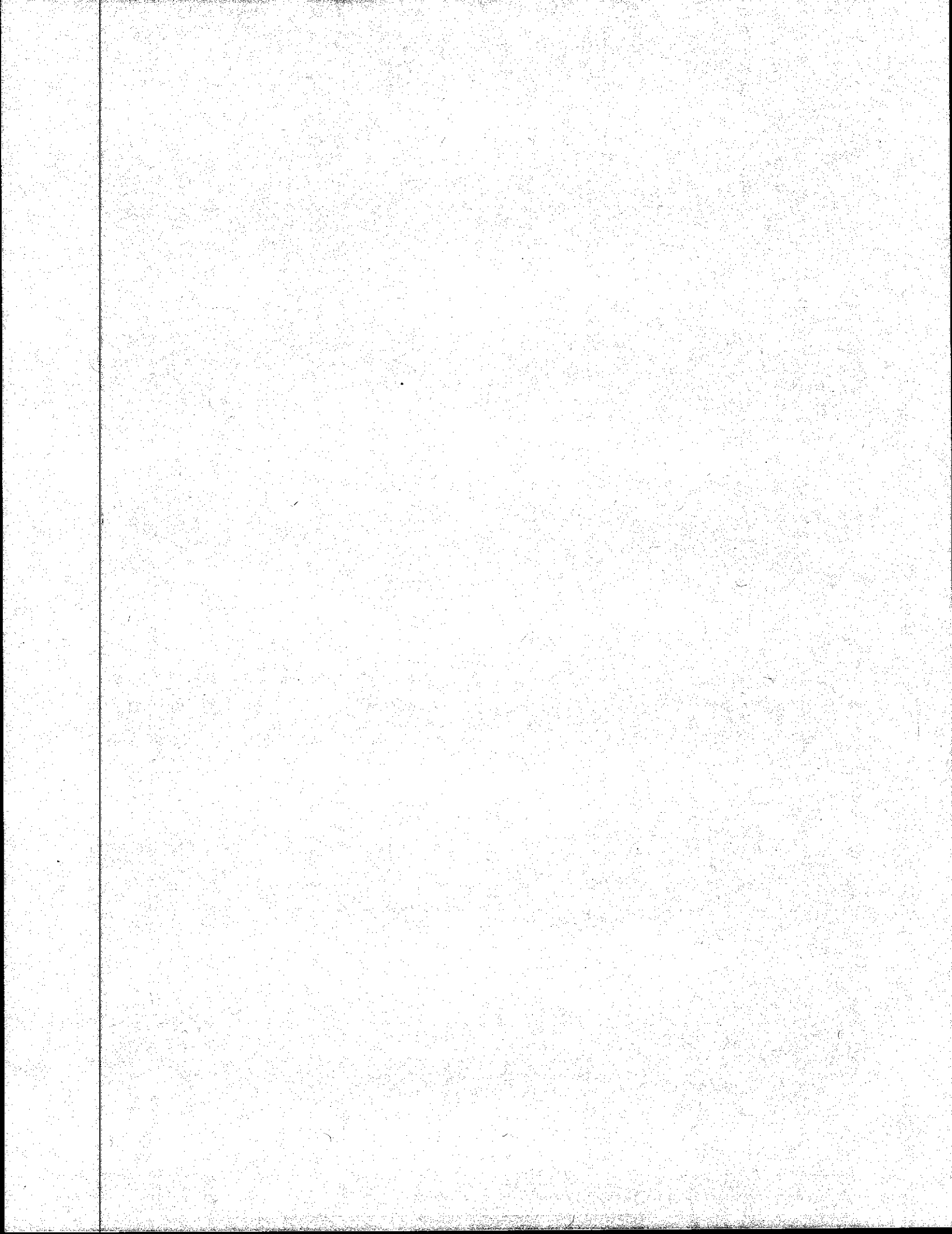
LEGEND:

- RESIDENTIAL ZONE - LOW DENSITY PLANNED RESIDENTIAL DEVELOPMENT
- AGRICULTURAL ZONE - AGRICULTURAL 1
- OPEN SPACE / RECREATION ZONE - PASSIVE TRAILS, EQUESTRIAN TRAILS
- RESOURCE MANAGEMENT ZONE (RMZ) - OLD WOODLAND
- RESOURCE MANAGEMENT ZONE (RMZ) - RIPARIAN CORRIDORS
- SPECIAL PURPOSE ZONE - GOVERNMENT CENTER
- SPECIAL PURPOSE ZONE - PUBLIC UTILITIES - WWTP
- ROADS
- VIEW CORRIDOR
- CULTURAL RESOURCES

CONCEPT PLAN - OPTION M

1" = 500'



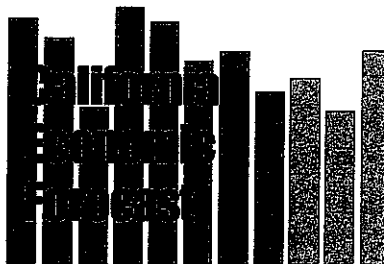


An Economic Impact Analysis of The Camp 4 Housing Project in the Santa Ynez Valley

For

The Santa Ynez Band of Chumash Indians

Prepared by



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March 7 , 2012

Final Report

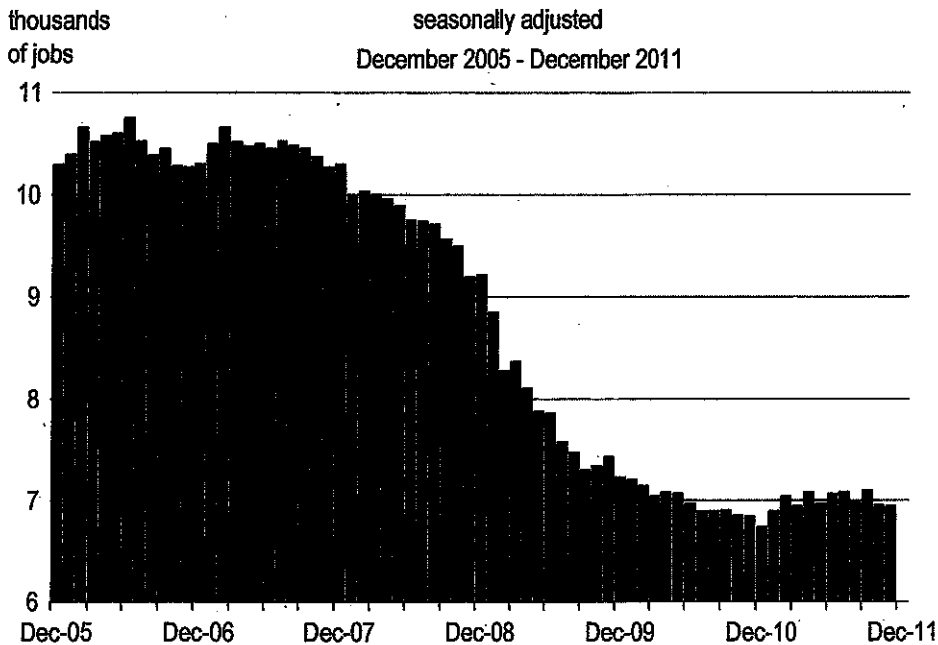
Background

The Chumash Tribe purchased about 1,400 acres of land located approximately 2 miles east of the existing Reservation from Fess Parker in 2009. The Fess Parker family originally named this land "Camp 4." The Tribe has promised the 143 enrolled Tribal members the land assignments on the Camp 4 site.

The Chumash would like to build 143 homes on the Camp 4 site. They have requested an economic impact study for constructing the units and the infrastructure.

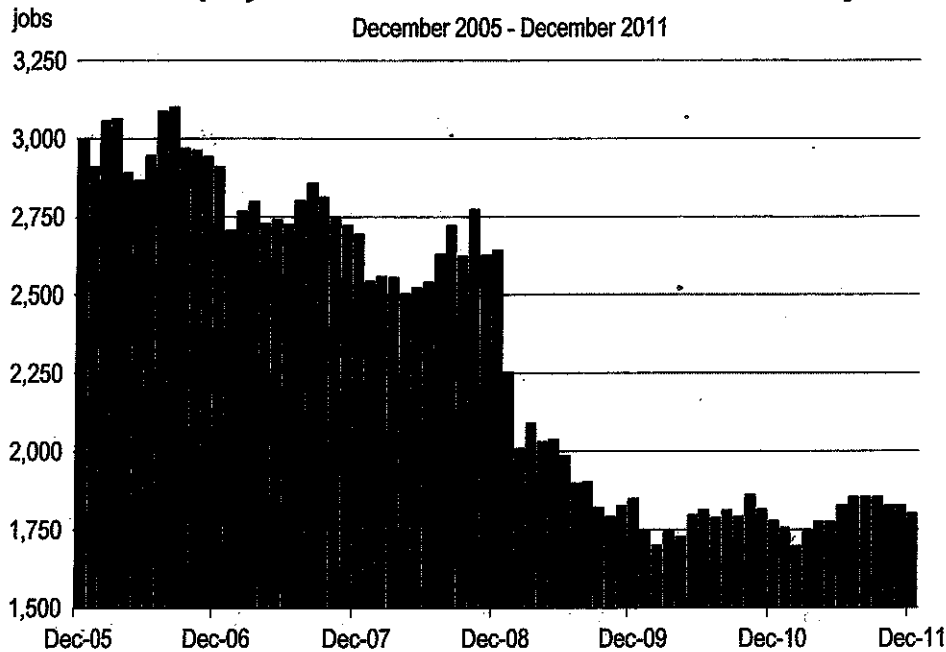
The lack of new home and non-residential development in Santa Barbara County since 2007 has resulted in a material reduction of the county's workforce in construction. Between February 2007 and December 2011, total jobs in construction contracted by nearly 3,500, or 35 percent.

Construction Employment / Santa Barbara County



Over 1,300 construction jobs were lost in the Santa Maria Valley alone over the last 4 1/2 years. The Lompoc economy has shed more than 350 construction jobs since the Spring of 2007. Total employment in the county has declined by more than 13,000 workers over the last 4 years.

Employment in Construction / Santa Maria Valley



Purpose of the Report

The California Economic Forecast has conducted an economic impact analysis for the Camp 4 housing project. The economic impact spans a 5 to 6 year period from 2012 to 2017 and is limited to Santa Barbara County. There is already a "base case" forecast of the Santa Barbara County that is routinely conducted and published. The analysis in this report shows how that base case forecast changes if the Camp 4 housing project is developed over the next 5 years.

Using a proprietary model of Santa Barbara County, estimates of the total employment, income, population, and consumer spending impacts on Santa Barbara County are determined as a result of the Camp 4 housing project including the infrastructure requirements.

Because the Santa Barbara County model is routinely updated and maintained to forecast economic activity for Santa Barbara County twice a year (since 1982), the impact analysis method presented here produces a clear picture of the economic impacts the project would produce.

The Model

Rather than using an input-output based modeling system to estimate the total impacts of the project on the county's economy, the model used for this analysis is a proprietary econometric model of the Santa Barbara County economy.

Econometric methods rely on statistical procedures to estimate relationships for models specified on the basis of economic and demographic theory, prior studies, and local knowledge about the particular regional economy. Given good prior knowledge about regional economic relationships

and the existence of available data, econometric methods provide an ideal way to incorporate expert judgment and quantitative information that will form the basis for a reliable forecast or impact analysis.

The modeling system is normally used to produce a forecast of the regional economy. It can also produce an alternative forecast of the regional economy that includes a policy change or a hypothetical change to the economic landscape. In this application, the Camp 4 housing project would represent that change.

A more detailed discussion on the econometric model used to estimate impacts in this report can be found in the appendix.

Project Description and Assumptions

Introduction

The Santa Ynez Band of Chumash Indians is planning to construct a new housing development near its reservation. The project would include 143 housing units and an administration building. The structures would be located on the "Camp 4" land parcel. The project is scheduled to begin in July 2012, and is expected to be completed by the end of 2016. This report details the economic impacts that would be created by a project of this nature.

Economic impact studies measure the total effects of an event or project, including the direct, indirect, and induced effects. The direct effects consist of the "up-front" changes that occur – the new revenue that is generated by a construction firm, for example, as a result of the project.

The indirect and induced effects, on the other hand, are a measure of the "back-end" changes that take place. The indirect effects, in general, are separated from the direct effects by one step. This includes, for example, the wages that are paid to workers who are hired for the project, and the materials that are purchased as inputs for the project.

The induced effects are everything that occurs beyond the indirect effects. When new jobs are created, the workers who hold these jobs receive an income, part of which is spent in local stores, restaurants, and other establishments. This generates new income for the owners and employees of these establishments, and these individuals then generate more economic activity of their own. The induced effects, therefore, are the results of this economy-wide ripple or "multiplier" effect.

Methodology

In order to determine the direct, indirect, and induced effects—the sum of which is known as the total effect—the California Economic Forecast used its proprietary econometric model of Santa Barbara County. This model has been developed over a 20-year period, and measures virtually every principal category of economic activity that occurs in the region.

To isolate the effects of the project from the economic activity that would otherwise have taken place, the model was first run under a base case scenario. This consisted of a forecast without

the inputs from the Camp 4 project. Then, two additional forecasts were made under both low- and high-cost value estimates for the housing units. By comparing each of these to the baseline forecast, the total economic impact on Santa Barbara County is derived.

The Direct Impacts

The California Economic Forecast used housing project cost estimates from the Chumash tribe, and introduced these costs into the Santa Barbara County econometric model. The direct effects of the project are therefore the entitlement, planning, mitigation, and construction costs.

It was necessary at the outset to determine the amount of expenditures that would remain in Santa Barbara County from those that would be spent elsewhere. In order for a project to have an economic impact in a local area, some or all of the funds for that project must be spent on firms that operate in the region, or jobs must be created for workers who reside there.¹

Budget

In preparation for the Camp 4 project, the Chumash Tribe developed a budget that includes all anticipated expenses. Certain portions of this budget will be spent outside of Santa Barbara County. The following table provides details of the budget, under the low- and high-cost scenarios, and identifies the amounts that were omitted from the analysis because they will be directly spent outside of the region.

Camp 4 Project Budget Low-Cost Scenario (Thousands of Dollars)			
Category	Cost	Amount Omitted from Analysis	Amount Included in Analysis
Land and Site Improvements	38,865	0	38,865
Construction of Homes	78,650	0	78,650
Construction of Admin Building	5,000	0	5,000
Engineering, Architecture, Design, and Management Fees	8,964	8,964	0
Entitlement and Utility fees	4,290	185	4,105
Mitigation Fees	5,000	0	5,000
Total	140,769	9,149	131,620

¹ See Appendix

Camp 4 Project Budget High-Cost Scenario (Thousands of Dollars)			
Category	Cost	Amount Omitted from Analysis	Amount Included in Analysis
Land and Site Improvements	44,340	0	44,340
Construction of Homes	117,975	0	117,975
Construction of Administrative Building	7,500	0	7,500
Engineering, Architecture, Design, and Management Fees	8,964	8,964	0
Entitlement and Utility fees	4,290	185	4,105
Mitigation Fees	5,000	0	5,000
Total	188,069	9,149	178,920

Timeline

Because the Camp 4 housing project is expected to span a five-year period, it was necessary to structure the analysis around the timeline of the project. In general, the project is expected to proceed as follows:

Project Component	Timeframe
Entitlement	2012 Q2 – 2014 Q4
Mitigation fees	2012 Q2 – 2016 Q4
Site improvement	2013 Q2 – 2015 Q4
Construction of homes	2015 Q1 – 2016 Q4
Construction of administration building	2015 Q3 – 2016 Q4

To accommodate this schedule, we allocated the components of the project budget as follows:

Camp 4 Project Budget Timeline Low-Cost Scenario (Thousands of Dollars)					
Category					
Year	Entitlement	Land and Site Improvements	Construction of Homes	Construction of Administrative Building	Mitigation Fees
2012	1,368				833
2013	2,737	12,955			2,083
2014		25,910			833
2015			39,325	1,000	625
2016			39,325	4,000	625

**Camp 4 Project Budget Timeline
High-Cost Scenario (Thousands of Dollars)**

Category					
Year	Entitlement	Land and Site Improvements	Construction of Homes	Construction of Administrative Building	Mitigation Fees
2012	1,368				833
2013	2,737	14,780			2,083
2014		29,560			833
2015			58,988	1,500	625
2016			58,988	6,000	625

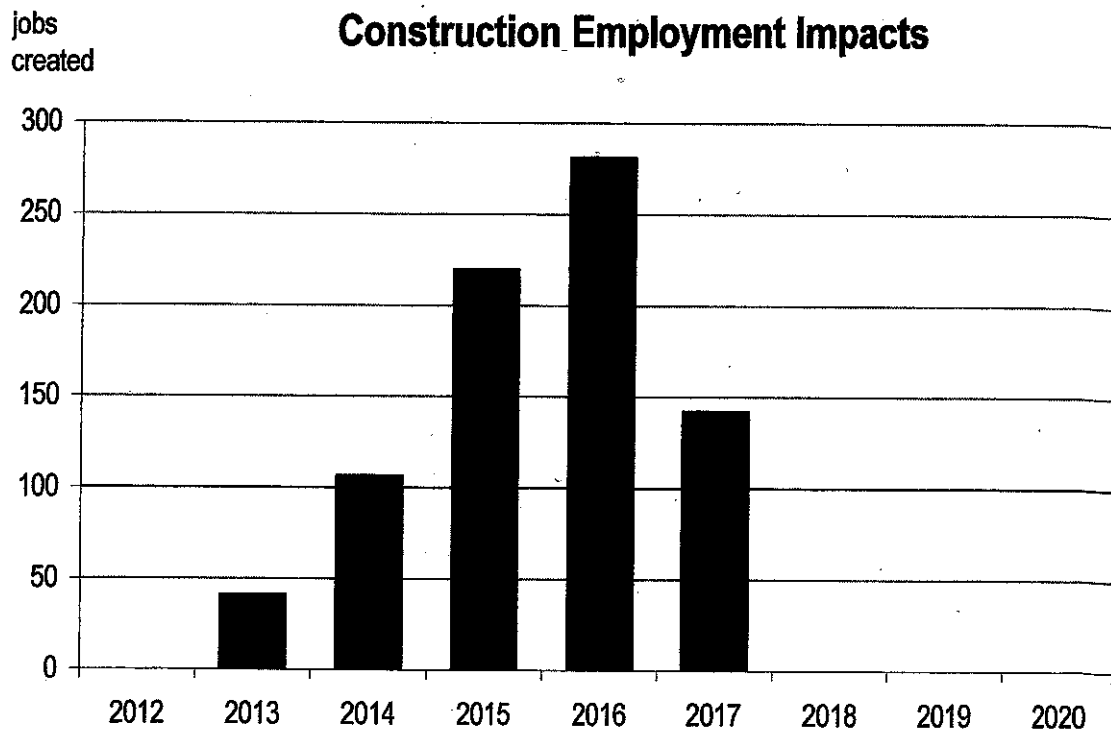
Impacts of Camp 4 Housing on Santa Barbara County

Case 1: Low Cost Scenario

The \$132 million in new residential and non-residential building investment over the 2012 to 2016 time period produces economic impacts on the County economy which can be quantified. They include:

- Wage and salary employment
- Self employed employment
- Population and net migration
- Total housing units
- Total building investment
- Income
- Total retail sales
- Total consumer spending
- Existing home sales

The total annual average employment impacts of grading and new construction are principally new construction jobs. In view of the level of planned residential investment that will be needed to construct the Camp 4 housing project, the following construction jobs per year will be needed:

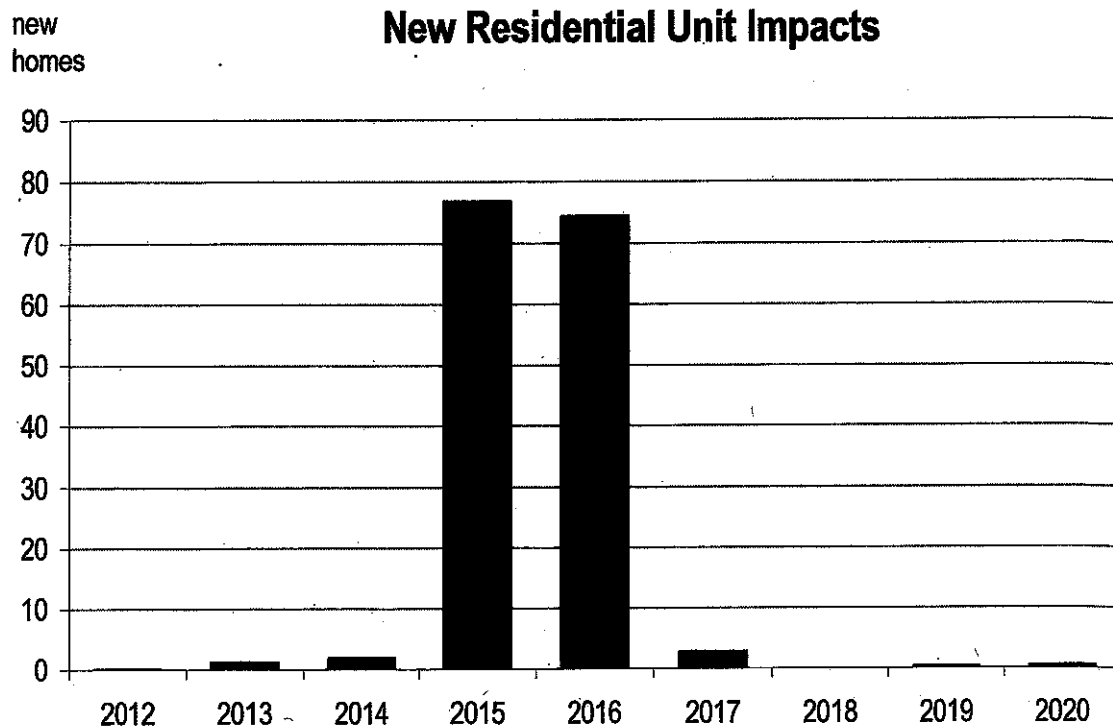


New construction jobs are created above and beyond what would normally be created in the 2013 to 2017 period due entirely to the Camp 4 housing project and the level of residential investment associated with the project.

The peak years of the project are 2015 and 2016 when all of the housing units are started, and the public administration building also breaks ground.

In view of the current economic climate, it would be difficult to overstate the importance of construction jobs. As a result of the housing bubble and subsequent bust, the construction industry has been devastated. Santa Barbara County lost over 3,000 construction jobs from 2006 to 2011, a decline of more than 30 percent. The Camp 4 project is expected to create several hundred new construction jobs, and in its peak year, will account for almost 10 percent of the jobs lost over the last few years.

The direct effects of the project on residential and non-residential structures—143 housing units and one principal administration building—produce indirect building effects of 6 additional single family homes and 10 multi-family home starts. The total construction impact of the project is 159 housing units.



More than 250 construction jobs will be created in the peak year. The homes are completed in 2017 and no further construction worker project impacts are realized. However, the project will have an impact on employment across other industries through 2020.

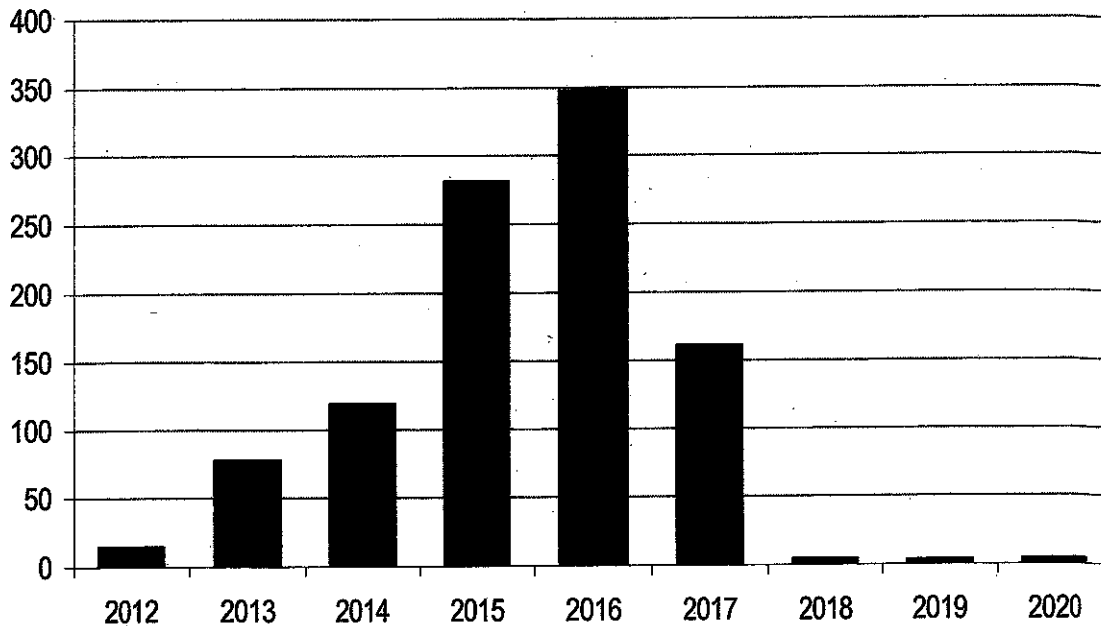
Total annual average employment rises by a total impact of 348 workers in the peak year of the project, estimated to be 2016. Total job creation per year can be categorized as follows:

	Total Employment	Construction	Public Utilities	Retail	Professional Services	Leisure & Hospitality	Financial Activities	County Government
2012	15.0	0.1	0.0	0.0	0.5	0.9	0.2	13.7
2013	78.5	41.4	1.0	0.0	3.4	5.0	1.3	29.2
2014	119.8	106.9	1.9	0.0	5.1	4.4	1.5	4.3
2015	281.7	220.2	1.8	0.0	12.2	14.0	40.0	3.6
2016	348.3	281.7	3.3	10.8	12.1	5.6	40.1	3.6
2017	161.5	142.2	4.8	12.5	0.0	0.0	0.0	0.0
2018	5.0	0.0	4.2	0.6	0.0	0.0	0.0	0.1
2019	3.9	0.0	3.7	0.0	0.0	0.0	0.0	0.1
2020	4.3	0.0	3.2	0.0	0.0	0.0	0.7	0.3

Additional jobs in other sectors of the Santa Barbara County economy are created due to the indirect and induced effects of the project. The respending of income that occurs by firms providing goods and services to the Camp 4 housing project during the development and operations phase, and by new construction workers creates additional jobs in professional services, leisure, retail, and financial services. Much of the gain in financial services employment is directly related to the sale or rental of homes vacated by tribal members moving to Camp 4 housing.

jobs created

Total Wage and Salary Employment Impacts



The consumer spending impacts occur principally in 2016 and 2017 when the homes are being completed and occupants must purchase furnishings, fixtures, and equipment for the homes. The total effects are presented here:

Consumer Spending Impacts

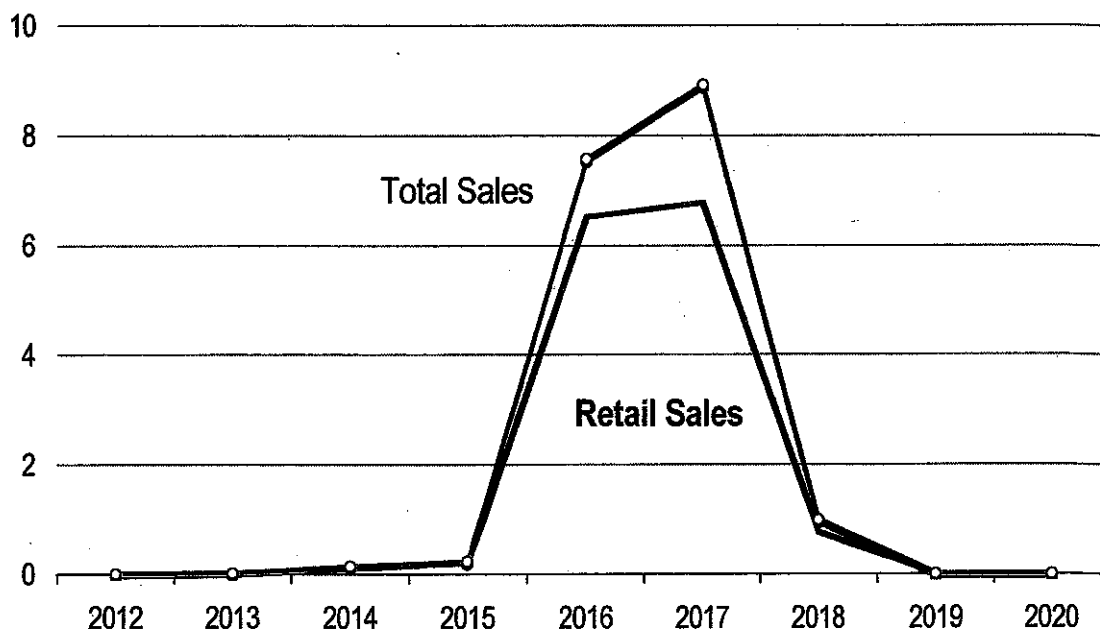
Retail Sales Total Sales

-- millions of dollars --

2012	\$0.00	\$0.00
2013	\$0.02	\$0.02
2014	\$0.12	\$0.14
2015	\$0.19	\$0.24
2016	\$6.51	\$7.58
2017	\$6.77	\$8.93
2018	\$0.75	\$0.99
2019	\$0.00	\$0.00
2020	\$0.00	\$0.00
Total	\$14.36	\$17.90

millions
of 2012 dollars

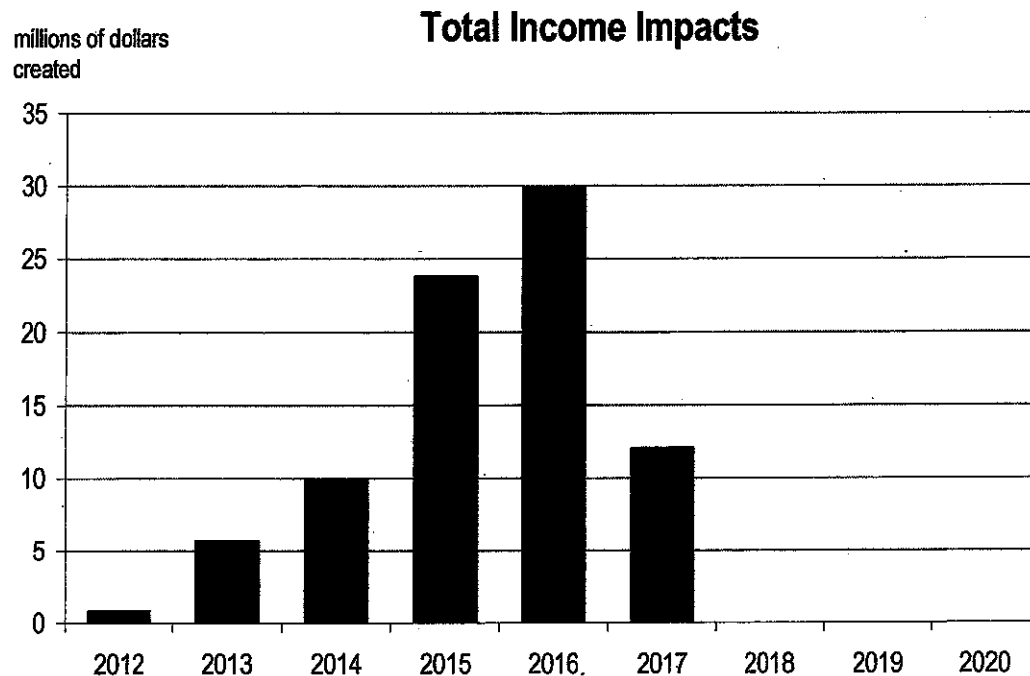
Consumer Spending Impacts



The project generates an estimated \$18 million in total sales in the county. The peak year is 2017 when the homes are completed. The sales impacts result in just under 13 jobs in the retail sector on an annual average basis.

There is also the generation of income due to the project. Income impacts are principally the additional wages and salaries paid to construction workers and other workers who become employed due to the indirect and induced effects of the project.

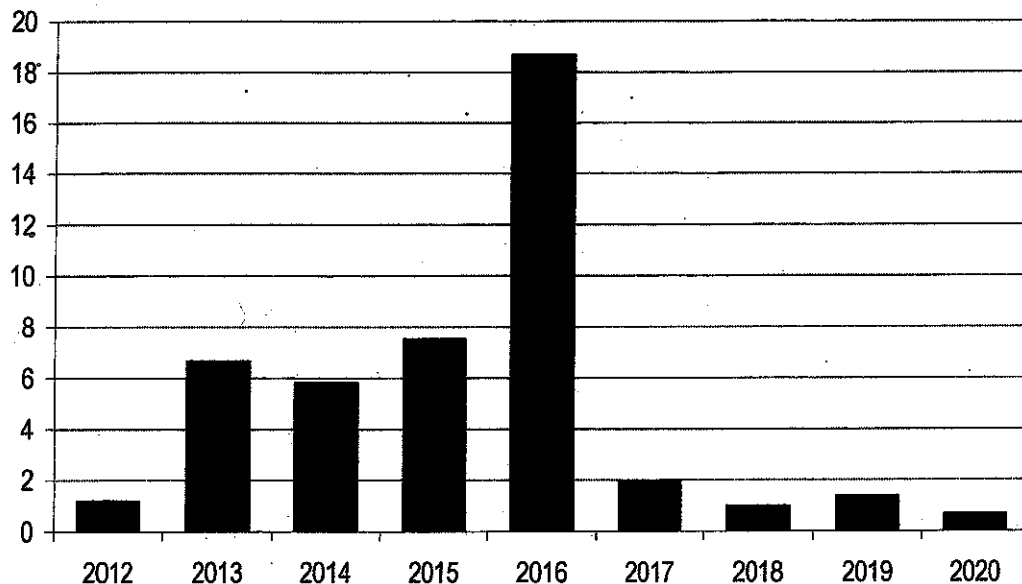
Total personal income (or income from all sources) rises by \$74.7 million from 2012 to 2020. The peak year is 2016 when nearly \$30 million is generated in the Santa Barbara County economy, much of it from new construction employment, retail expenditures, retail employment, and income generated by contractors that provide direct services to the project or whose income is the induced result of all other economic activity generated from the project.



The project also produces impacts in the existing home market. The additional jobs and income created together with the additional housing for relocating tribal members results in additional purchases of homes in the county—a total of 45 over the 9 year period of analysis. Most of the existing homes purchased occur in 2016 when many of the new homes are built and are moved into.

Existing Home Sale Impacts

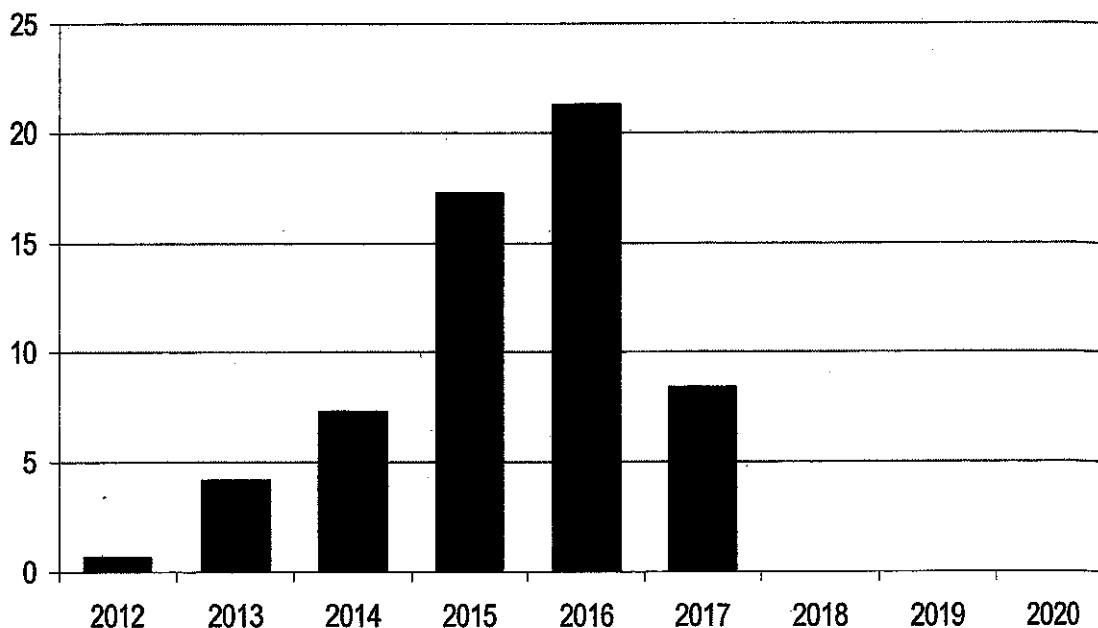
millions of dollars
created



The estimated population impacts are minimal as a result of the project. Population is estimated to increase by 21 persons in the peak year of the project, either from relocating construction workers, other workers who were able to obtain employment as a result of the project, or from new migrants purchasing homes in the area vacated by relocating tribal members to Camp 4 housing.

Population Impacts

change in
population



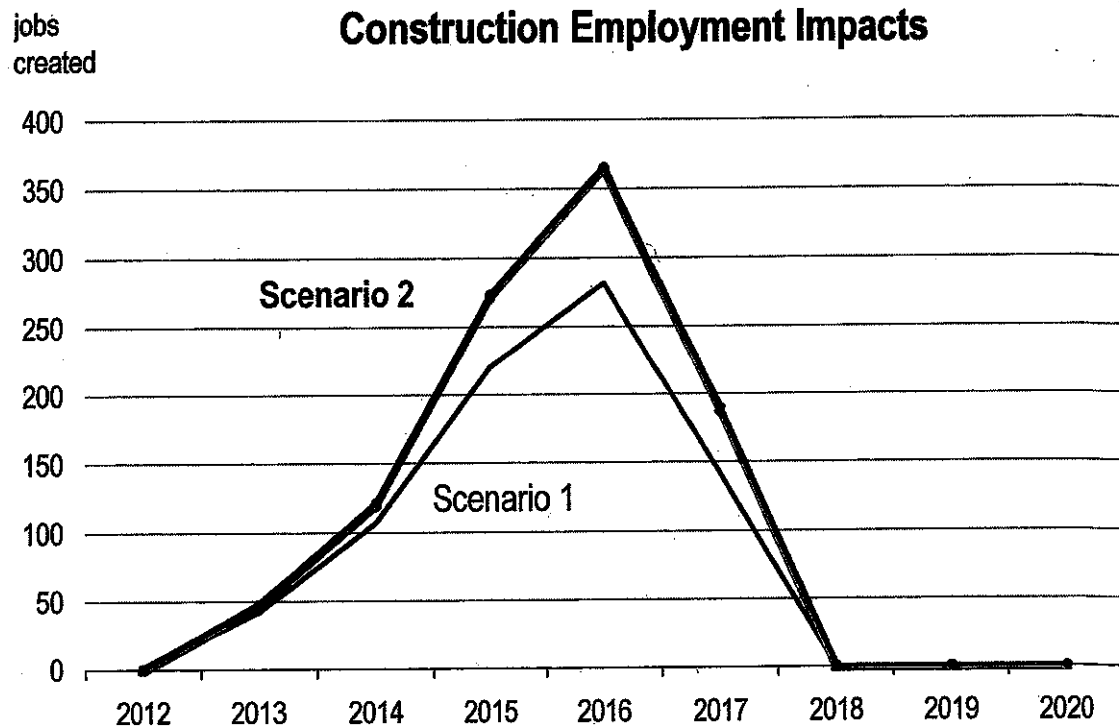
Case 2: High Cost Scenario

The \$179 million in new residential and non-residential building investment over the 2012 to 2016 time period produces greater economic impacts on the County economy which can also be quantified.

Under the high cost scenario, the impacts to the county are greater because the volume of project investment is higher.

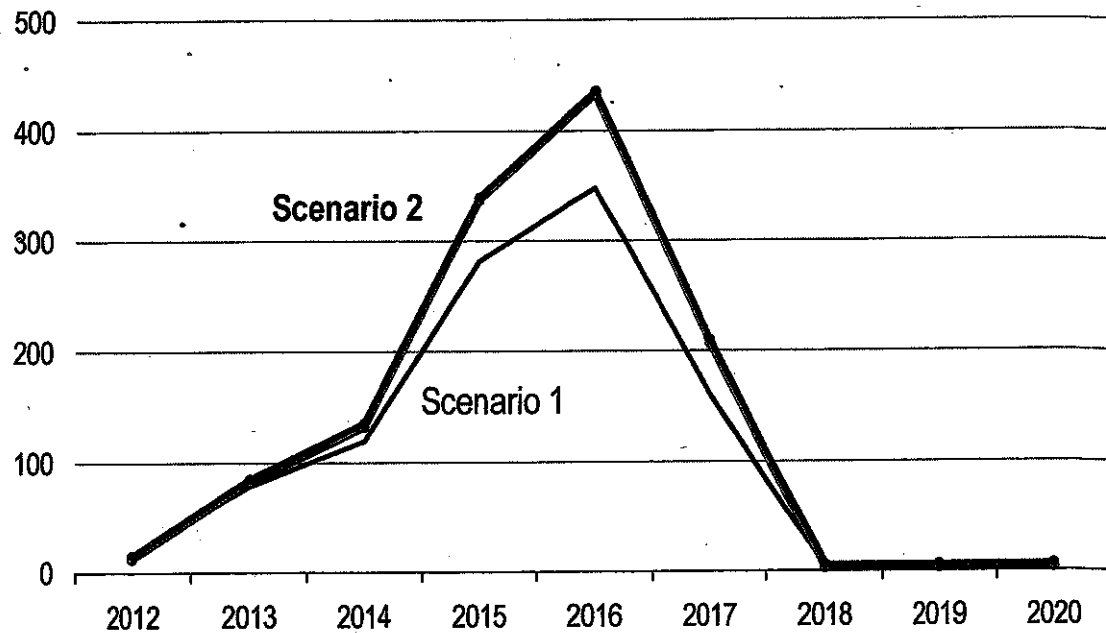
For the low cost scenario, the average gross project expenditure per home constructed was \$984,000. For the high cost scenario, the average cost rises to \$1.32 million per home.

Under the high cost scenario, more construction and total jobs are created. In the peak year, 365 construction jobs and 436 total jobs are created in the county. Under this scenario, the Camp 4 project will account for more than 10 percent of the construction jobs that have been lost since 2006.



jobs
created

Total Wage & Salary Employment Impacts



The total annual average employment impacts under the High Cost scenario are shown in the table below. The impacts are similar to the low cost scenario presented earlier except that more jobs are created from a higher level of project expenditures.

	Total Employment	Construc- tion	Public Utilities	Retail	Professional Services	Leisure & Hospitality	Finanial Activities	County Government
2012	15.0	0.1	0.0	0.0	0.5	0.9	0.2	13.7
2013	84.9	47.0	1.0	0.0	3.8	5.5	1.4	29.2
2014	135.3	121.2	1.9	0.0	5.8	5.1	1.7	4.3
2015	339.4	272.9	1.8	0.0	14.9	17.6	40.9	3.6
2016	435.8	365.1	3.4	10.8	15.6	8.2	41.0	3.5
2017	209.8	189.7	4.8	13.0	0.0	0.0	0.0	0.0
2018	5.3	0.0	4.3	0.8	0.0	0.0	0.0	0.1
2019	5.7	0.0	3.7	0.0	0.0	1.8	0.0	0.2
2020	5.9	0.0	3.2	0.0	0.0	1.4	0.9	0.3

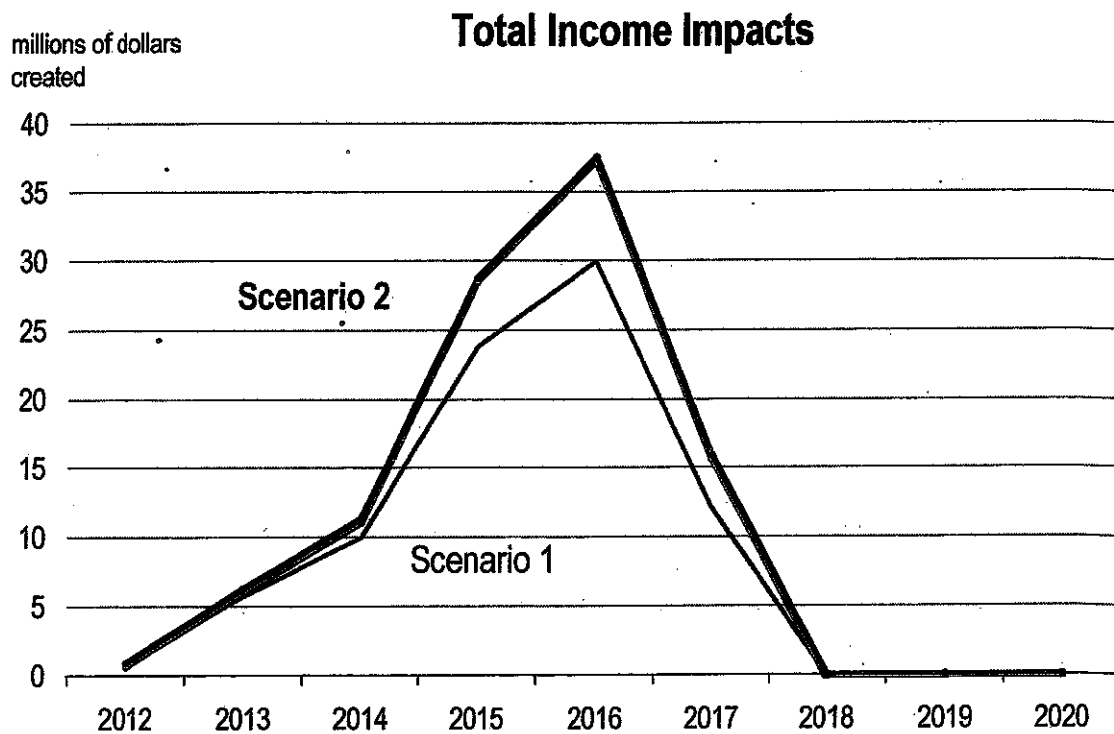
Consumer Spending Impacts

	Retail Sales	Total Sales
<i>-- millions of dollars --</i>		
2012	\$0.00	\$0.00
2013	\$0.02	\$0.02
2014	\$0.13	\$0.15
2015	\$0.22	\$0.27
2016	\$6.60	\$7.69
2017	\$6.90	\$9.09
2018	\$0.75	\$1.00
2019	\$0.00	\$0.00
2020	\$0.00	\$0.00
Total	\$14.62	\$18.22

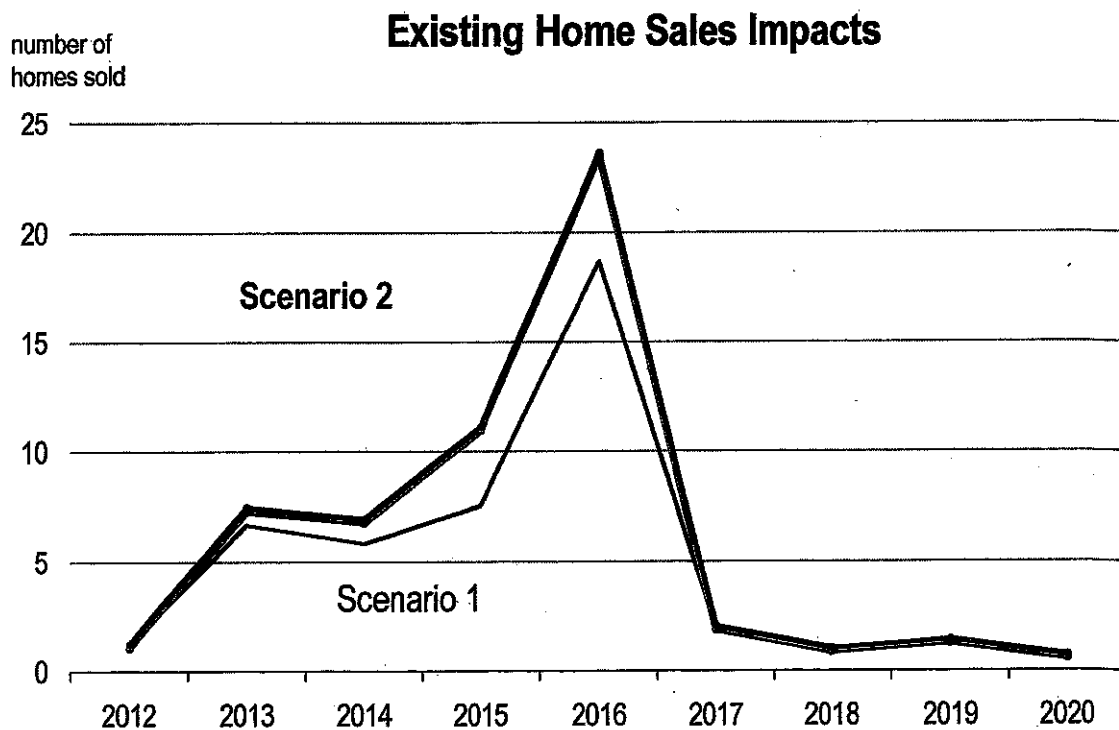
The consumer spending impacts occur principally in 2016 and 2017 when the homes are being completed and occupants must purchase furnishings, fixtures, and equipment for the homes. Under the high cost scenario, expenditures are slightly higher in the County. During the peak year (2017), total sales under Scenario 2 are estimated at \$9.1 million.

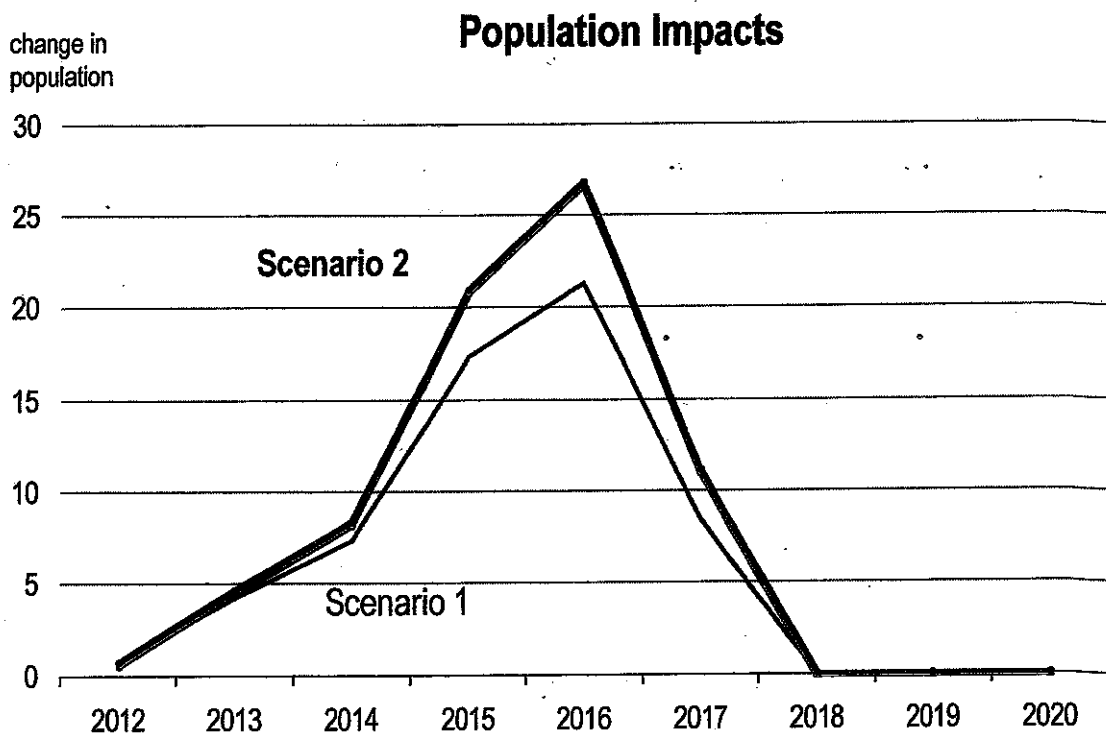
The number of new retail jobs that are induced by the additional expenditures on retail goods in the peak year is 13, slightly higher than under the low cost scenario.

Additional income generated in the county economy is also higher under the high cost scenario. Total personal income (or income from all sources) rises by \$91.1 million from 2012 to 2020. The peak year is 2017 when over \$37 million is generated. The source of this income is from new construction employment, retail expenditures, retail employment, and income generated by contractors that provide direct services to the project or whose income is the indirect result of all other economic activity generated from the project.



The 143 new housing units for relocating tribal members results in additional purchases of their existing homes in the county and some new sales from the creation of jobs—a total of 55 home sales over the 9 year period of analysis.





The estimated population impacts are minimal as a result of the project. Population is estimated to increase by 26 persons in the peak year of the project, either from relocating construction workers, other workers who were able to obtain employment as a result of the project, or from new migrants purchasing homes in the area vacated by relocating tribal members to Camp 4 housing.

Summary of Impacts

The project will create a significant employment impact to a Santa Barbara County construction industry that has downsized substantially in recent years. There will be spin off effects that produce more job opportunities in the retail, professional services, and financial activities sectors.

Between 100 and 360 construction jobs will be created per year during the peak years of the project inside the County. Between 350 and 425 total wage and salary jobs will be created during the peak years of the project.

Total income in the county rises by between \$70 and \$90 million during the project's life. Additional income in the county enables more expenditures on goods and services. Total retail sales rise by \$18 million, while the retail sector of the economy is estimated to receive approximately \$14 million in new sales. Some of these sales will produce taxable receipts which will go directly to the general fund of Santa Barbara County, or to the cities of Santa Barbara, Solvang, Buellton, Goleta, Lompoc, or Santa Maria.

Population impacts are negligible.

There are a few more home sales in the county as a result of the improvement in job creation and economic activity in general. There is more fee revenue received by Santa Barbara County as a result of the entitlement process. More fee revenue would enable the County to relieve debt or expand the workforce.

In general, while the project is relatively small in size, it will produce measurable impacts to the county's economy during the 2013 to 2016 period. This analysis assumes there is no delay in the entitlement process and that ground breaking begins later this year and continues through 2014 or 2015.

Appendix

Model Inputs

For this particular project, CEF was able to determine that Santa Barbara residents would be employed in virtually all of the construction jobs created or supported. Some of the construction firms, however, would be located in other regions. This means that while the labor income generated by the project would stay local, much of the business profit would not. This situation is common in Santa Barbara County, and as a result, the econometric model was able to measure the impacts accordingly. Because of this, CEF input the entire construction budget into the model, dividing it between the Residential Building Construction and Nonresidential Building Construction industries (detail on the funds excluded from the analysis can be found in the body of the report).

In addition to construction costs, the project plan also allocates a certain amount of funding to architecture, engineering, design, and management services. However, the Chumash tribe has indicated that these services will be provided by firms outside of Santa Barbara County, and that these firms generally employ workers who live outside of the county. As a result, this portion of the budget will not generate economic activity in Santa Barbara, and as a result, CEF did not include it in the analysis.

The Camp 4 project plan also allocates funds for permit, mitigation, and utility fees. The vast majority of these fees will go to public organizations, but some will go to private firms. Based on information from the Chumash tribe, CEF allocated \$250,000 of these funds to the utilities industry, exempted \$185,000 that are expected to go to organizations outside of the region, and allocated the rest to local government agencies in Santa Barbara County.

The final model input was the number of housing units that the Camp 4 project will generate. The construction of new residential units increases the supply of housing, and allows the population to grow. A larger population generally increases the size of the economy, contributing to the total impacts that are generated.

Given the budget categories, CEF was required to allocate the funds to the categories of its econometric model. The following table provides a crosswalk between the categories of the Chumash budget and the categories of the CEF model:

Crosswalk for Camp 4 Project Funds	
Chumash Budget Category	CEF Model Category
Residential Construction	Land and Site Improvements
	Construction of Homes

Nonresidential Construction	Construction of Administrative Building
Utilities	Entitlement Fees (portion of)
State/Local Government	Entitlement Fees (portion of) Mitigation Fees

These allocations (discussed in the body of the report) were converted into the following model inputs:

Model Inputs Low-Cost Scenario					
Industry (Thousands of Dollars)					Building Category
Year	Residential Building Construction	Nonresidential Building Construction	Utilities	Local Government	Residential Housing Units
2012				2,202	
2013	12,955		125	4,695	
2014	25,910		125	708	
2015	39,325	1,000		625	72
2016	39,325	4,000		625	71

Model Inputs High-Cost Scenario					
Industry (Thousands of Dollars)					Building Category
Year	Residential Building Construction	Nonresidential Building Construction	Utilities	Local Government	Residential Housing Units
2,012				2,202	
2,013	14,780		125	4,695	
2,014	29,560		125	708	
2,015	58,988	1,500		625	72
2,016	58,988	6,000		625	71

The Econometric Model: A Brief Description

A regional econometric model is a set of behavioural equations, as well as institutional and definitional relationships representing the main behaviours of regional economic agents (that is, consumers, firms, and governments) and the operations of an economy. The equations, or behavioural relations, can be empirically validated to capture the structure of a macroeconomy, and can then be used to simulate the effects of policy changes or changes to the economic environment.

Econometric models are interdependent sets of equations. Each equation determines the numerical value of one of the region's economic indicators. The right-hand side of the equation may include exogenous variables such as the national wage rate, job creation for the state of California, and birth and death rates within the region. The right hand side may also include other endogenous variables (i.e, variables that are determined within the model).

Econometric models attempt to measure economic linkages that exist within the region and between the region and the outside world. These links are estimated by econometric methods and represented as equations for the purpose of predictions

Econometric models are mostly used for forecasting economic activity. However, they can also be used to estimate the effect of changes in the local economy, brought about by a change in policies or a change to the economic environment, such as a new development project or a military base closure.

The Santa Barbara County econometric model is comprised of 6 blocks of equations: 47 stochastic behavioral relationships and 17 accounting identities. The model is characterized by simultaneous interaction and determination of local employment, income, population, wages, and housing demand.

The stochastic equations are estimated as regression equations and the entire system is solved using the Gauss-Seidel algorithm.

The model is a "satellite model," requiring forecasts of various California and U.S. economic variables which are treated as exogenous to the local county areas. These forecasts of the California and U.S. economies are obtained from the UCLA Anderson Forecast, updated 4 times a year.

The county-level model is moderately detailed. The 64 equation system is estimated using updated information at least twice a year. All of the stochastic equations are evaluated each time new data is introduced into the models or re-specification of the model is undertaken.

Outputs

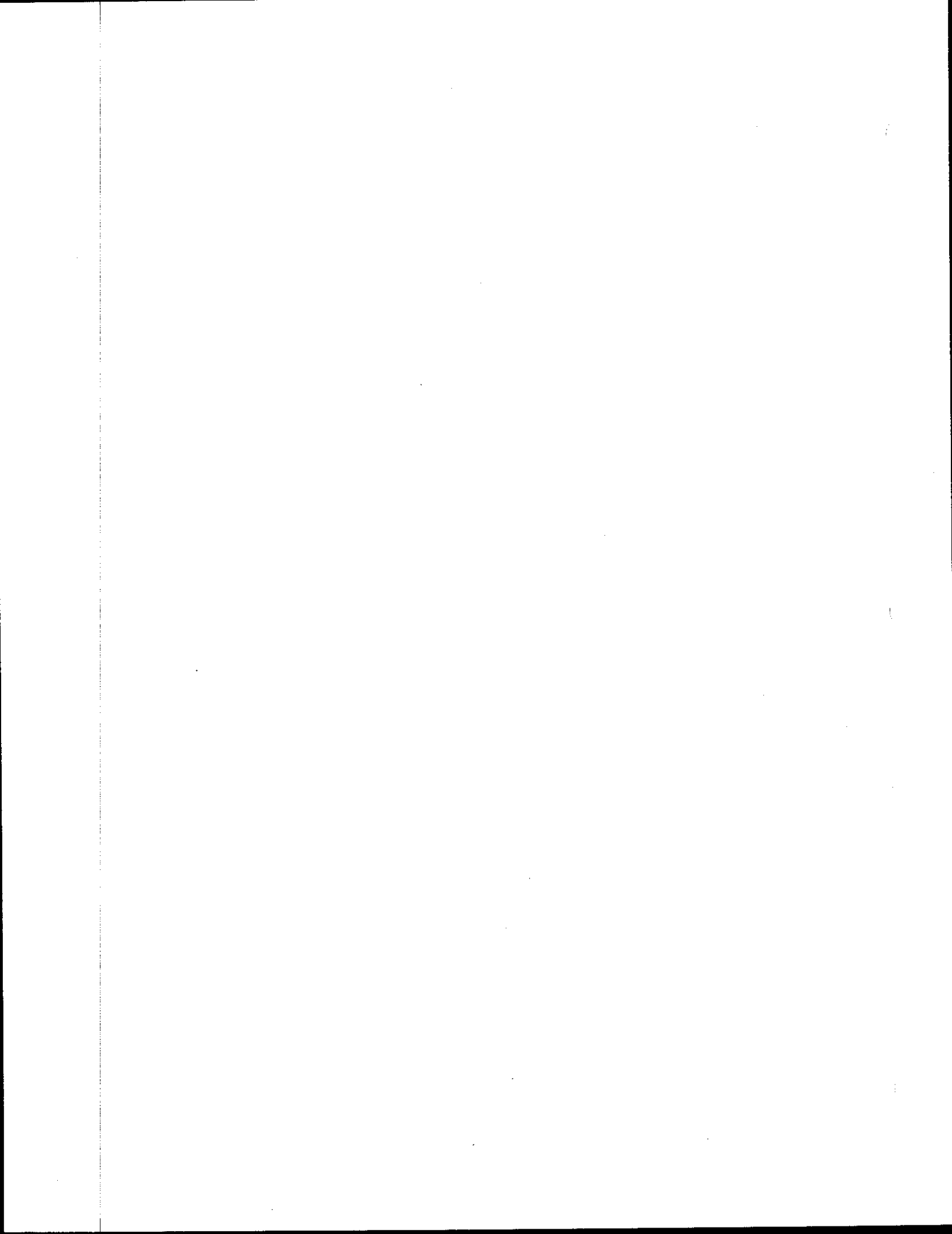
The initial economic and demographic indicators that are forecast for the county are shown in Table 1. Forecast values are prepared over a 10 year period beginning with the year in which actual data are not yet available.

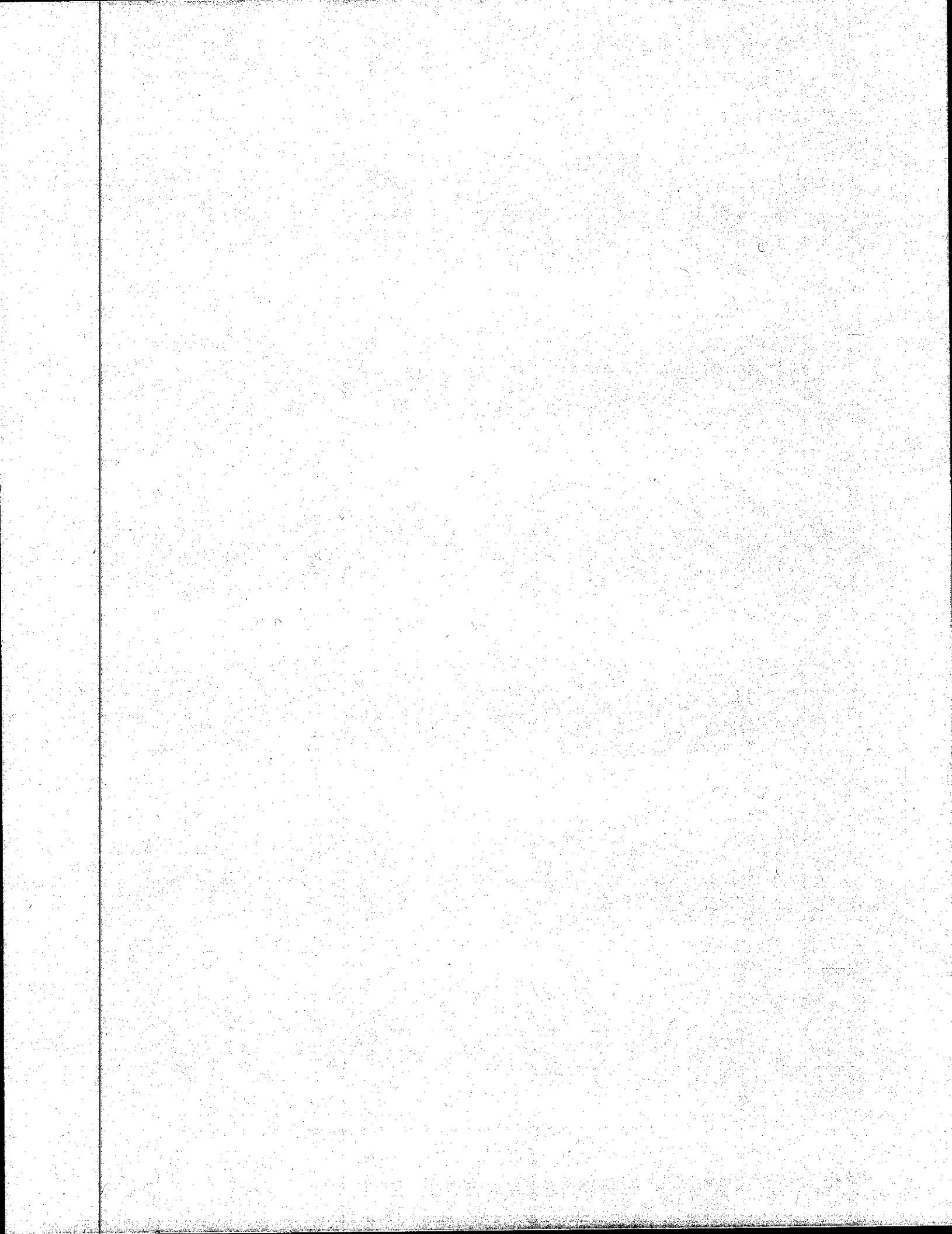
Base forecasts of the Santa Barbara County economy are assembled for semi-annual reports, in the Winter and the early Autumn.

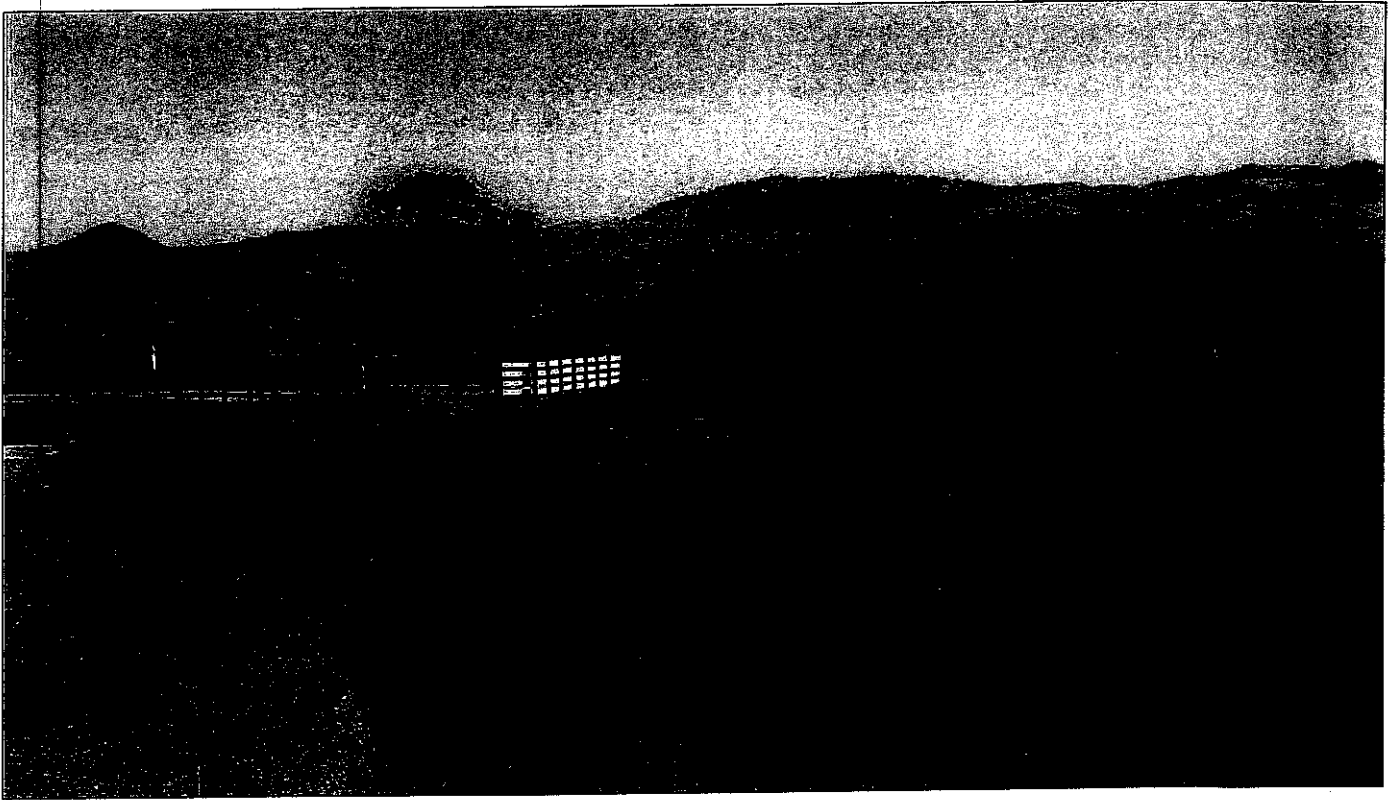
Table 1

The principal economic indicators initially forecasted by the Santa Barbara County econometric model

- Non-farm employment by principal two digit NAICS sector
- Farm employment
- Total wage and salary employment
- Personal Income
- Per capita personal income
- Number of housing units permitted
- Taxable retail store sales
- Population
- Number of households
- Number of vehicle registrations
- Existing Home Sales
- Median Housing Values







ENVIRONMENTAL ASSESSMENT
SANTA YNEZ BAND OF CHUMASH INDIANS
CAMP 4 FEE-TO-TRUST

MAY 2012

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