

AGREEMENT

Geo. Montgomery, Bishop of
Monterey, Corp. Sole, other-
wise Bishop of Monterey and
L.A.

With
Lucius A. Wright - U.S.
Indian Agent.

Dated July 30, 1898

Recorded Aug. 1, 1898

Vol. 65 Page 3, dds.

Records of Santa
Barbara County, Calif.

This Agreement made this 30 day of July, 1898, by and between
The Roman Catholic Bishop of Monterey, a Sole Corporation radicated in
the City of Los Angeles in the State of California, party of the first
part and Lucius A. Wright, as Agent of the United States for the Indians
of the Mission Tule River Agency in California, party of the second part.

Witnesseth:

That Whereas, an action numbered 3926 is now pending in the Superior
Court of the County of Santa Barbara in the State of California, wherein
said party of the first part is plaintiff and said party of the second
part and others are defendants; and

Whereas, the object of said action is, among other things, to deter-
mine, settle and establish the rights of the parties thereto to a part
of portion of the Canada de los Pinos or College Rancho in said County
of Santa Barbara.

Now, therefore, this agreement witnesseth:-

That the said parties of the first and second parts hereto, each
for and in consideration of the agreement of the other as hereinafter
set forth, have agreed together as follows:

1st: That the said party of the first part is to convey by a good
and sufficient grant to the Secretary of the Interior of the United
States of America in trust for the Band or village of Mission Indians,
known as the Santa Ynez Indians, all of the following described parcel
of land lying, being and situate in the said County of Santa Barbara and
State of California and bounded and described as follows, to-wit:

Beginning at the Southwesterly corner of a tract of land occu-
pied by Eduardo de la Cuesta where the Southerly boundary
of said tract intersects the middle line of Sanja Cota Creek,
thence running Southerly along the middle line of said Creek
following the meanderings thereof to the Southwesterly end
of a fence constructed by said Santa Ynez Indians for the

inclosure of lands occupied or claimed by them; thence easterly and northerly along said fence to the intersection of said fence with the Southerly line of said land of Eduardo de la Cuesta at or near the Southeasterly corner thereof; thence Westerly along said Southerly line of land of de la Cuesta to the place of beginning, said boundary to be more definitely and accurately determined by a survey thereof to be hereinafter made and the description of said land according to metes and bounds established by said survey to be adopted and used as the true description thereof in the judgment determining the boundaries thereof hereinafter mentioned.

2nd; That said band or village of Mission Indians shall have the perpetual right to the use of so much of the water of said Creek, to be taken therefrom at a point or points along and on the course thereof on said land, or above said land, as may be needed by the members of said band or village of Indians so resident on said land as aforesaid, their heirs, successors and assigns, for domestic use, and for the watering of stock, and for the purposes of irrigation, and for any other legitimate purposes, provided said water is used on said land only and a further right to maintain the existing ditches, and to lay and maintain pipes in the place and stead thereof, for the purpose of diverting said water from said Creek at said point or points and distributing the same upon said land where the same may be required or needed by said Indians, their heirs, successors and assigns.

3rd: That said Village or band of Indians shall not have the right to sell, transfer or dispose of any of the waters of said Creek, nor to use the same except upon said land and with said exceptions all of the water of said creek is the property of said party of the first part.

4th: That said right and title of said Indians is subject to a right on the part of said party of the first part, and the said party of the first part has, and shall have, the right to dig and maintain ditches, pipes, flumes or other conduits not exceeding three, across said land, for the purpose of conveying the surplus waters of said Creek to other portions of said Rancho or elsewhere, provided said ditches be so located as not to interfere with any buildings or other permanent improvement on said land and, provided further, that when any ditch is once located, said location shall not be changed without the consent of the occupant of the portion of said land traversed by said ditch, except insofar as a change in the location of the head of such ditch or of the connection thereof with said creek may be necessitated by a change or changes in the bed or channel of said Creek.

5th: That judgment may be given, rendered and entered in said action determining, setting and establishing the rights of said parties to said land and the water and ditch rights as above set forth.

6th: That immediately upon and after the entry of said judgment said party of the first part shall make, execute and deliver to the Secretary of the Interior of the U. S. in trust for said Indians, a good and sufficient deed of conveyance of all the right, title and interest of said party of the first part in said land so bounded as aforesaid and of said water rights, subject to said ditch rights as aforesaid.

7th: That this agreement shall become effectual only upon the approval of the same by said Secretary of the Interior.

Geo. Montgomery, Corporation Sole
otherwise Bishop of Monterey and
Los Angeles

Signed and delivered in
presence of
Z. Montgomery
C. F. Nesler
W. E. Arthur

Lucius A. Wright
U. S. Indian Agent

Acknowledgment of Lucius A. Wright, U. S. Indian Agent,
Jno. B. Bushness, Notary Public, County of Los Angeles,
July 30, 1898

Acknowledgment of Geo. Montgomery, etc.
Jno B. Bushness, Notary Public, County of Los Angeles,
July 30, 1898

No Acceptance by Secretary of Interior