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 21 IN THE UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

22 SCOTTS VALLEY BAND OF POMO INDIANS)
 23 OF THE SUGAR BOWL RANCHERIA, et al.)
 24 Plaintiffs,)
 25 v.)
 26 UNITED STATES OF AMERICA, et al.,)
 27 Defendants.)
 28

NO. C-86-3660 WWS
 STIPULATION FOR
 ENTRY OF JUDGMENT
 (LYTTON)

1 The Lytton Indian plaintiffs¹, the Federal defendants and
2 the County of Sonoma (hereinafter "the parties") enter into the
3 following stipulation for the purpose of reaching a compromise
4 and final settlement of the claims relating to the Lytton
5 Rancheria alleged by said plaintiffs against the federal
6 defendants in the Second Amended Class Action Complaint for
7 Declaratory and Injunctive Relief and Damages, filed herein on
8 August 25, 1987. The settling parties understand that this
9 stipulation shall provide the basis for entry of a judgment by
10 the court which will serve to implement, in an orderly and timely
11 fashion, the substantive and procedural matters agreed to herein.
12 Accordingly, the parties stipulate and agree as follows:

13 1. Federal defendants agree that the Lytton Rancheria
14 was not terminated, and the rancheria assets were not
15 distributed, in accordance with the provisions of the Act of
16 August 18, 1958, P.L. 85-671, 72 Stat. 619 ("the Rancheria Act").
17 Federal defendants further agree that the Indian status of the
18 persons named as distributees in the distribution plans for the
19 Lytton Rancheria was not terminated in accordance with the
20 Rancheria Act.

21 2. Federal defendants agree that the distributees and
22 dependent members of the Lytton Rancheria, and their lineal
23 descendants, will have the individual and collective status and
24 rights, including the rights to organize for their common welfare
25 and to govern their affairs, which they had prior to termination.

26
27 ¹ The named plaintiffs, representing the interests of the
28 Lytton Indians, are the Lytton Indian Community and Carol J. Steele.

1 Federal defendants further agree to deal with these Indians on
2 the same basis on which they deal with other Indians of a similar
3 status.

4 3. Federal defendants agree that within 30 days of the
5 Court's approval of the entry of judgment pursuant to this
6 stipulation the Assistant Secretary will transmit to the Federal
7 Register for publication a proclamation stating:

8 (a) that the Lytton Rancheria was not lawfully
9 terminated and its assets were not distributed in
10 accordance with the provisions of the Rancheria Act,
11 Act of August 18, 1958, P.L. 85-671, 72 Stat. 619.

12 (b) that the distributees of the Lytton Rancheria are
13 eligible for all rights and benefits extended to
14 Indians under the Constitution and laws of the
15 United States; and

16 (c) that the Lytton Indian Community and its members
17 shall be eligible for all rights and benefits
18 extended to other federally recognized Indian tribes
19 and their members, including Indian tribes defined
20 and organized under the provisions of the Indian
21 Reorganization Act (IRA), 25 U.S.C. § 461 et seq.

22 4. Effective as of the date of entry of this
23 stipulation by the Court, the Lytton Indian Community shall,
24 consistent with Federal law, have the right to determine its own
25 membership and otherwise to govern its internal and external
26 affairs as a tribal entity consistent with its status prior to
27 termination. When and if the members of the Lytton Indian
28 Community organize pursuant to federal statute, the federal

1 defendants agree to add them to the list of federally recognized
2 tribal entities then being used and will include them on any list
3 of tribal entities published in the Federal Register. The name
4 of the tribal entity entered on the list(s) shall be the name
5 chosen by the Lytton Indian Community in its governing document.
6 The Federal defendants further agree to advise the Commissioner
7 of the Internal Revenue Service promptly that the Lytton Indian
8 Community has organized to exercise governmental functions and
9 has been added to the list of tribal entities.

10 5. Future Land Acquisitions.

11 It is the intent of the parties to create a procedure in
12 this agreement for resolution of certain disputes that may arise
13 regarding land use on any future-acquired lands of the Lytton
14 Indian Community in Sonoma County, the acceptance in trust of
15 which is contemplated. It is the further intent of the parties
16 to provide specific criteria that will govern both the acceptance
17 in trust and any future modification in use of any lands that may
18 be acquired in the future by the Lytton Indian Community in the
19 area known as the Alexander Valley, Sonoma County. In
20 furtherance of this express intent, the parties agree that:

21 (a) General Rule: The policy of the Secretary of the
22 Interior dated July 19, 1990, and the guidelines set
23 forth therein, for placing lands in trust status for
24 American Indians, a copy of which is attached hereto
25 as Exhibit A, shall apply to the acceptance of land
26 in Sonoma County to be placed in trust for the
27 benefit of the Lytton Indian Community.

28 (b) Lytton Rancheria: With respect to land within the

1 exterior boundaries of the former Lytton Rancheria,
2 a description and map of which is attached hereto as
3 Exhibit B, the above-referenced policy and
4 guidelines would preclude the Secretary from
5 accepting such land in trust for any use that is
6 inconsistent with the Sonoma County General Plan.

7 (c) Alexander Valley: With respect to land within the
8 Alexander Valley, as described by the map attached
9 hereto as Exhibit C, the above-referenced guidelines
10 would preclude the Secretary from accepting such
11 land in trust to be used for gambling purposes,
12 including but not limited to high stakes bingo,
13 unless such use is authorized under the County's
14 General Plan.

15 (d) Dispute Resolution: Any dispute whether a proposed
16 acceptance of land in trust within the Alexander
17 Valley complies with the Secretary's policy and
18 guidelines, and the specific interpretations thereof
19 that have been agreed to by the parties, shall be
20 resolved in the following manner:

21 (1) The County of Sonoma will make an initial
22 determination whether the proposed use of any
23 land sought to be placed in trust within the
24 Alexander Valley is consistent with the
25 Secretary's policy and guidelines and will
26 communicate its views in writing to the
27 Secretary and to the Lytton Indian Community.

28 (2) If the County determines that the proposed use

1 is inconsistent with the Secretary's policy and
2 guidelines, and the Lytton Indian Community
3 disputes that finding and requests the hearing
4 provided for herein, the Secretary will refer
5 the matter to an administrative law judge (ALJ)
6 within the Office of Hearings and Appeals (OHA)
7 of the Department of the Interior for hearing
8 and final decision. The decision of the ALJ
9 shall be final, and the parties specifically
10 agree that there shall be no further right of
11 review, administrative or judicial.

12 6. Modification of Land Use -- Alexander Valley

13 The parties agree that any change in the use of land located
14 in the Alexander Valley and held in trust for the Lytton Indian
15 Community shall comply with the following standards and
16 procedures:

- 17 (a) the proposed change in use shall be subject to
18 criteria 4, 5 and 7 of the Secretary's policy and
19 guidelines and the specific construction thereof
20 agreed to by the parties in paragraphs 5(b) and
21 5(c).
- 22 (b) any dispute between the County and the Lytton Indian
23 Community regarding such a change in use shall be
24 referred to and decided by the OHA in accordance
25 with the procedures set forth in paragraph 5(d).

26 7. Interests in Allotted Indian Lands Outside the
27 Boundaries of the Former Lytton Rancheria

28 Since persons listed in the plan for distribution of assets

1 of the Lytton Rancheria may have acquired interests in trust
2 lands outside the Rancheria, which interests may no longer be
3 held in trust because of the purported termination of the Indian
4 status of the listed persons, Federal defendants agree to accept
5 in trust any fee interests in trust or former trust allotments
6 issued to such persons, if such interests are currently held in
7 the name of the distributee, or of his/her dependent or Indian
8 heir, or successor in interest, provided the successor is an
9 Indian of the rancheria or reservation where the allotment is
10 located. The parties acknowledge that there are no public domain
11 allotments located in Sonoma County and that the provisions
12 contained in this paragraph and paragraph 8 do not affect any
13 land located in Sonoma County.

14 8. Process for Restoring Trust Status -- Interests in
15 Allotments

16 Federal defendants agree that restoration of lands to trust
17 status under the provisions of Paragraph 7 above shall be
18 accomplished as follows:

19 (a) Notice - Publication: Federal defendants shall
20 publish a copy of the judgment in a newspaper of
21 general circulation within the county in which the
22 trust lands are located. Additionally, a copy of
23 this judgment shall be mailed to:

24 (1) each individual Indian person listed in the
25 Termination Proclamation for the Lytton
26 Rancheria, and

27 (2) such other persons, based on all available
28 information in the possession of the Federal

1 defendants and any other information supplied
2 by the plaintiffs, who may be related to or
3 descended from any such individual, for whom
4 the Bureau of Indian Affairs has a current or
5 last known address;

6 (b) Election to Convey: Each Indian of the Lytton
7 Indian Community who has retained any interest in or
8 to allotted lands, fee patent to which was issued
9 upon or, in the judgment of the Secretary, as a
10 direct result of the purported termination of the
11 Lytton Rancheria, may elect to convey his or her
12 interest to the United States, to be held in trust
13 for the benefit of a person who is related by blood
14 or, at the time of this decree, is the individual's
15 spouse and is otherwise eligible to have land held
16 in trust as an Indian by the United States for his
17 or her benefit;

18 (c) Form of Conveyance Instrument; Conditions and
19 Restrictions: Conveyance of title to the United
20 States made pursuant to paragraph 8(b) may, at the
21 election of the grantor, provide that the United
22 States will hold title in trust for an Indian or
23 Indians, as provided above, and be subject to such
24 conditions or restrictions as set forth in the
25 instrument of conveyance; provided such conditions
26 and restrictions are acceptable to the United
27 States; and, provided further, that the United
28 States shall not unreasonably withhold its

1 acceptance;

2 (d) Recording Conveyance: Upon acceptance of any
3 instrument or instruments conveying to the United
4 States title to interests in allotted lands pursuant
5 to this stipulation and the judgment entered
6 thereon, the Secretary of the Interior or his
7 designee shall promptly record said instruments with
8 the County Recorder of the County in which said
9 lands are located.

10 9. Nothing in this stipulation shall be construed to
11 require the Secretary to accept in trust any land which has on it
12 hazardous substances or contaminants. Before the Secretary
13 accepts any land in trust pursuant to this stipulation, a
14 hazardous substance determination shall be made in accordance
15 with 602 DM 2 and the instructions for implementing that chapter
16 of the Department Manual described in 54 BIAM Bulletin 1, dated
17 March 9, 1990, and any duly adopted revisions of the manual or
18 instructions. Copies of 602 DM 2 and 54 BIAM Bulletin 1 are
19 attached hereto as Exhibits D and E, respectively.

20 10. Should lands be acquired in the future on behalf of
21 the Lytton Indian Community, if organized under the IRA, the
22 Secretary shall within 180 days of acquisition consider and
23 respond to a request to issue a proclamation in accordance with
24 25 U.S.C. § 467 that such newly acquired lands constitute an
25 Indian reservation.

26 11. The Federal defendants will, following the execution
27 of this stipulation by their counsel, prepare a comprehensive
28 needs assessment for the Lytton Indian Community, including the

1 projected needs of the Community for Federal programs and
2 services through Fiscal Year 1994.

3 The Federal defendants will provide workshops prior to March
4 1992 to be conducted by a technical team comprised of
5 representatives from the Bureau of Indian Affairs, the Indian
6 Health Service, the Department of Housing and Urban Development,
7 and such other consultants as may be necessary, for the purpose
8 of providing needed technical assistance to the Lytton Indian
9 Community and other participating Indian groups. The scheduling
10 and content of the workshops will be developed by the Federal
11 defendants in consultation with representatives from the Lytton
12 Indian Community and other participating Indian groups and will
13 be designed to provide, at a minimum, specific information
14 regarding Federal programs available to Indian tribes, including
15 the tribal contracting requirements of Public Law 93-638, and an
16 overview of those Indian programs available to meet the
17 developmental needs of individual Indians, such as health care,
18 education and vocational training. The Federal defendants shall
19 cover the costs of attendance at the workshops of at least one
20 representative from the Lytton Indian Community.

21 12. The Lytton Indian plaintiffs will provide the
22 federal defendants with the names, current or last known
23 residential address of each potential class member to whom it has
24 given notice of this proposed settlement and the names and ages
25 of all minors who are dependents of potential class members. The
26 Lytton Indian plaintiffs will give written notice of the terms of
27 the settlement to all members of the plaintiff class, as such
28 class is defined in Paragraph 10 of the Second Amended Class

1 Action Complaint, filed herein on August 25, 1987. The costs of
2 giving such notice shall be borne solely by the Federal
3 defendants. The form of notice, the deadline for responding to
4 the notice, and other procedures for class members to opt in or
5 out of the settlement, shall be set forth in a separate
6 stipulation to be filed with the Court.

7 13. The Lytton Indian plaintiffs, in consideration of
8 the above agreements, will (a) release and forever discharge
9 federal defendants from and against any and all liability,
10 including attorneys' fees and costs, arising out of this
11 litigation and settlement, provided, this release and discharge
12 shall not apply to claims relating to hazardous substances or
13 contaminants which may be identified in any survey conducted in
14 order to make the determination required by paragraph 9 of this
15 agreement; and (b) will dismiss with prejudice all money damages
16 claims alleged herein against the federal defendants, including
17 any individual and tribal claims.

18 14. In consideration of the agreements reached herein,
19 the County of Sonoma (a) will dismiss with prejudice its cross-
20 claim for declaratory and injunctive relief filed herein on
21 December 14, 1990, and (b) agrees to assist the Lytton Indian
22 Community in identifying lands within Sonoma County suitable for
23 housing and economic development. Such assistance shall include:

24 (1) Providing information on specific areas of Sonoma
25 County that would be suitable for housing or
26 economic development, or both, including
27 identification of specific parcels where basic
28 services, such as water and sanitation, are either

available or could be developed without excessive cost.

(2) Identifying and providing information on specific land parcels, if known, that might be available for acquisition in the geographic areas identified under subparagraph (1), and which are of sufficient size to be feasible for community housing or economic development, or both. The Community will provide the County with a preliminary assessment of the needs and priorities of its members.

(3) Conducting an informational workshop for representatives of the Lytton Indian Community on any low and moderate-income housing programs administered by the County, including ways in which redevelopment funds might be used to assist the Lytton Indian Community in land acquisition for housing.


15. The parties recognize that this agreement contemplates the future reorganization and federal recognition of the Lytton Indian Community as a tribal entity exercising self-governing powers under the Indian Reorganization Act. The members of the Lytton Indian Community agree that when such reorganization is complete, the authorized governing body of the Lytton Indian Community will adopt a resolution specifically confirming this agreement and directing that it be signed by the chief executive officer of the Community.

16. It is agreed that plaintiffs will not seek, and federal defendants will not agree, to reestablish the former

1 boundaries of the Lytton Rancheria, and that no action taken in
2 connection with this settlement shall be construed as
3 reestablishing the former rancheria boundaries.

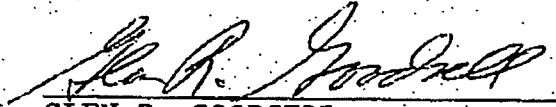
4 17. It is understood that none of the terms of this
5 agreement shall deprive a federal official of his authority to
6 revise, amend or promulgate regulations, nor shall this agreement
7 be construed to commit a federal official to expend funds not
8 appropriated by Congress. Furthermore, the sole remedy of a
9 party to this agreement for the failure of another party to
10 comply with its terms shall be to initiate such proceedings in
11 this action as may be available, or file a new action in the
12 United States district court, to enforce the provisions of this
13 stipulation and the judgment entered thereon.

14
15 Dated: March 14, 1991


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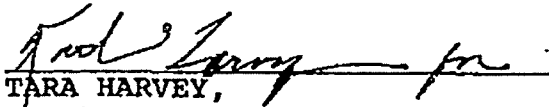
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21 Dated: March 21, 1991


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Dated: March 14, 1991


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Attorney for Intervenor-Defendant,
County of Sonoma

s:\svq\scotts\0030191.sti



THE SECRETARY OF THE INTERIOR
WASHINGTON

July 19, 1990

IA
cc: 200

RECEIVED
INDIAN AFFAIRS
SECRETARIAT
90 JUL 19 P4:11

JUL 19 1990

Memorandum

To: Assistant Secretary - Indian Affairs ^{California Indian Legal}

From: The Secretary *Manuel Lujan*

Subject: Policy for Placing Lands in Trust Status for American Indians

I have completed review of the report of the Department's Ad Hoc Task Force on Indian Trust Lands and your recommendation, and I am directing the following actions be taken.

It shall be the policy of the Department of the Interior in acquiring lands in trust status for American Indians, located either within or contiguous to the tribal reservation's exterior boundaries, to review such acquisition requests in light of the presently existing Bureau regulations found in 25 CFR 151.10. The Secretarial review of these acquisition requests shall be delegated to the respective Area Directors.

For off-reservation acquisition requests (other than lands contiguous to the reservation), the policy shall be to consider each request on its own merits. These requests shall meet the following criteria:

1. All existing land acquisition regulations found in 25 CFR 151.10; i.e.:
 - a) The existence of statutory authority for the acquisition and any limitations contained in such authority;
 - b) The need of the tribe for additional land;
 - c) The purpose for which the land will be used;
 - d) If the land to be acquired is in unrestricted fee status, the impact on the State and its political subdivisions resulting from the removal of the land from tax rolls;
 - e) Jurisdictional problems and potential conflicts of land use which may arise;

- f) If the land to be acquired is in fee status, whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status.
2. The property is free of all hazardous and toxic material (as required in 602 DM 2).
 3. Trust land to be acquired is located within the states in which a tribe or band presently owns trust land. In general, as the distance from the trust or reservation land base increases, the tribe will be required to justify greater economic benefit from the acquisition.
 4. In consultation with local, city, county, and state governments, an effort must be made by the tribe to resolve possible conflicts over taxation, zoning and jurisdiction. If the acquisition is opposed or raises unresolved concerns from the governments, the proposal will automatically be referred to the Assistant Secretary for Indian Affairs for review and approval/disapproval.
 5. The tribe shall provide an economic development plan specifying the proposed uses for the trust land with a cost/benefit analysis of the proposal.
 6. Applications for trust land located within an urbanized, and primarily non-Indian, community must demonstrate that trust status is essential for the planned use of the property and the economic benefits to be realized from said property.
 7. Acknowledgment that, after consideration of all local ordinances including (but not limited to) fire safety, building codes, health codes, and zoning requirements, the tribe will adopt standards that provide at least comparable safeguards;

In addition to the requirements listed above, all requests to acquire land in trust for gaming purposes will:

1. Be in compliance with the Indian Gaming Regulatory Act (P.L. 100-497);
2. When appropriate, be reviewed by the National Indian Gaming Commission;
3. Approval/disapproval by BIA's Central Office after discussion with the Secretary of the Interior;

4. Inclusion of an analysis by the tribe or band showing that it explored all reasonable alternatives (other than gaming) which would provide equivalent economic benefits from said property;
5. Inclusion of provisions that the appropriate portion of individual winnings from gaming activities will be withheld for taxes by the IRS.

This policy shall be effective upon appropriate public notification and comment.

cc: Solicitor
Assistant Secretary - Policy, Management and Budget

LEGAL DESCRIPTION

All that real property situate in the Rancho Sotoyome, County of Sonoma, State of California, described as follows: Commencing at the Northeast corner of Section 4, T. 9 N., R. 9 W., M.D.M., running thence S. $1/2^{\circ}$ E. 1.825 chains to an iron pin driven at the intersection with the center line of a road leading to Lytton; thence along said center line, S. $89-1/4^{\circ}$ W. 25.74 chains to an iron pin; thence S. $89-1/2^{\circ}$ W. 14.68 chains to an iron pin; thence South 17.00 chains to a station; thence West, 15.25 chains to a station; thence South 19.60 chains to a station, being the point of beginning of the premises herein described: thence S. 45° E. 12.67 chains to a station in the center of the highway leading to Alexander Valley; thence N. $49-3/4^{\circ}$ E. 2.21 chains to a station; thence leaving said Highway, North 7.53 chains to a station; thence West, 10.65 chains to the place of beginning, containing 5 acres, more or less, and being a portion of Section 4, Township 9 North, Range 9 West, M.D.M., in the Rancho Sotoyome.

Also, all that real property situate in the Rancho Sotoyome, County of Sonoma, State of California, described as follows: Commencing at the Northeast corner of Section 4, T. 9.N., R. 9 W., M.D.M., running thence S. $1/2^{\circ}$ E. 1.825 chains to an iron pin driven at the intersection with the center line of a road leading to Lytton; thence along said center line, S. $89-1/4^{\circ}$ W. 25.74 chains to an iron pin; thence S. $89-1/2^{\circ}$ W. 4.90 chains to an iron pin, the place of beginning of the herein described lands, being a corner of the land of Arthur E. J. Nuhn (formerly Hall); thence continuing said center line, S. $89-1/2^{\circ}$ W. 9.78

chains to an iron pin; thence South 17.00 chains to a station; thence West, 15.25 chains to a station; thence South 19.60 chains to a station; thence East, 10.65 chains to a station; thence South 7.53 chains to a station in the center of the highway leading to Alexander Valley; thence along said highway, N. $49\text{-}3/4^{\circ}$ E. 0.78 chains to a station, the South west corner of the Lytton School lot; thence along the boundary lines of said lot, North 10.00 chains to the Northwest corner thereof; thence East, 3.79 chains to the Northeast corner thereof; and the West boundary lines of the land of Arthur E. J. Nuhn (formerly Hall); thence along said lines, North 13.73 chains to an iron pin; thence N. $50\text{-}3/4^{\circ}$ E. 13.34 chains to an iron pin, near a post; thence N. $1\text{-}3/4^{\circ}$ W. 11.70 chains to the place of beginning, containing 45 acres, more or less, and being a portion of Section 4, Township 9 North, Range 9 West, M.D.M., in the Rancho Sotoyome.

Lytton Station Road

Lot Not Includes

- 1-A
- 1-B
- 1-C
- 1-D
- 1-E
- 1-F
- 1-G

1-A

Rancho F Steele

1-B

Donat E Steele

1-C

Sarah Gonzales

1-D

Mary Steele

1-E

Rosaline Modera Zunino

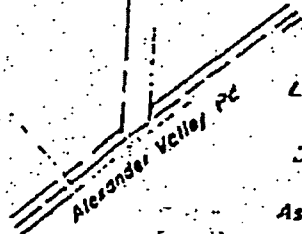
1-F

Eleanor Lopez

1-G

Doris Miller

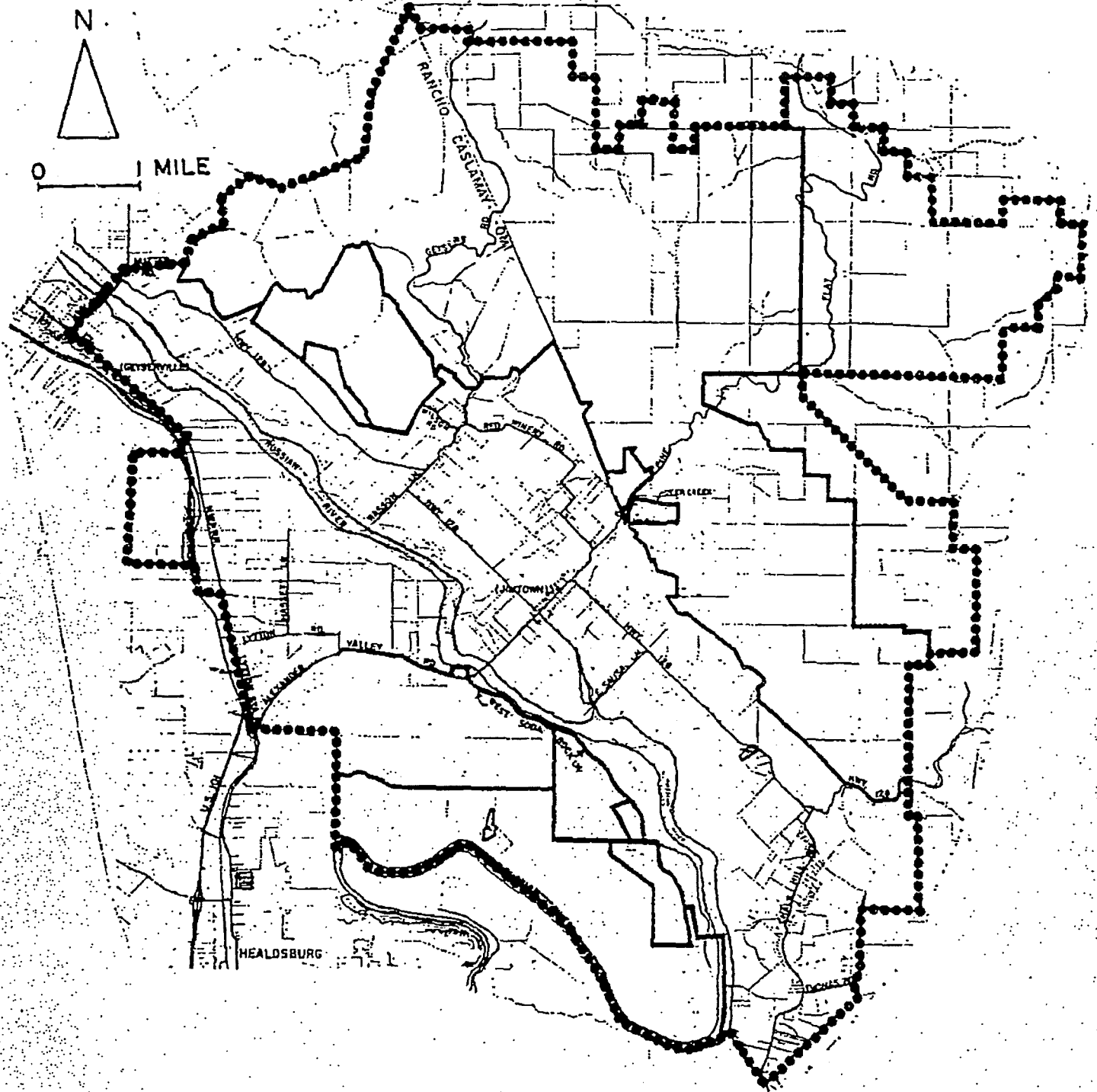
MYERS
Lot 2



LYTTON RAICHERIA
Sonoma County
Distribution Plan

Assignment Edry's -----
Proposed Rd. R/W -----
County R/Ws. =====

ALEXANDER VALLEY



..... BOUNDARY

EXHIBIT "C"

