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February 8, 2011

**BY FedEx**

Arvada Wolfen  
United States Department of the Interior  
Bureau of Indian Affairs  
Pacific Regional Office  
2800 Cottage Way, W2820  
Sacramento, California 95825

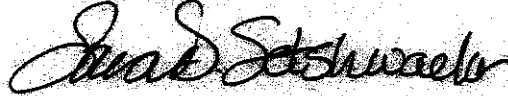
Re: Rincon Band of Luisefio Indians - Page Land Acquisition Application

Dear Ms. Wolfen:

Enclosed please find the land acquisition application of the Rincon Band of Luisefio Indians for the Page property.

Please do not hesitate to contact me should you have any questions or concerns about the enclosures or the Page land acquisition application generally.

Sincerely,



Sara Dutschke Selsinwaelo  
Associate

Enclosures (as stated)

# Rincon Band of Luiseño Indians

PO Box 68 • Valley Center • CA 92082 • (760) 749-1051 • Fax: (760) 749-8901

February 1, 2011

Amy Dutschke, Regional Director  
Bureau of Indian Affairs  
Pacific Regional Office  
2800 Cottage Way, Suite W2B20  
Sacramento, California 95825

Dear Ms. Dutschke:

Enclosed please find a fee-to-trust application package for parcel APN 133-190-17 and 133-190-19, hereinafter referred to as the "Page" property. The Rincon Band of Luiseño Mission Indians (hereinafter "Tribe") owns this property in fee and desires that the United States accept the property to be held in trust for the Tribe. The enclosed application package includes the documentation and information necessary, as described in Bureau of Indian Affairs' Director Michael Black's letter of July 2, 2010 and as set forth in the applicable regulations, so that your office may proceed in the processing of this application.

## 1. Applicable Regulations

Section 25, Part 151 of the Code of Federal Regulations, sets forth the authorities, policies and procedures governing the acquisition of land by the United States in trust for the benefit of Indian tribes. In determining whether to approve a tribe's request to accept fee land that is on or contiguous to the reservation in trust, the Secretary must consider the following: (1) the existence of statutory authority for the acquisition (§ 151.10(a)); (2) the tribe's need for additional trust land (§ 151.10(b)); (3) the proposed use for the land (§ 151.10(c)); (4) the impact on the state in which the land is located, and its political subdivisions, resulting from removal of the land from the tax rolls (§ 151.10(e)); (5) jurisdictional problems and conflicts that may arise as a result of transfer of the land into trust (§ 151.10(f)); (6) whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from acquisition of the land into trust (§ 151.10(g)); and (7) compliance with 516 DM 6, appendix 4, the National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations (§151.10(h)). Each of these considerations is discussed in turn below.

## 2. Statutory Authority (25 C.F.R. § 151.10(a))

- Indian Reorganization Act

Bo Mazzetti  
Tribal Chairman

Stephanie Spencer  
Vice Chairwoman

Charlie Kolb  
Council Member

Steve Stallings  
Council Member

Kenneth Kolb  
Council Member

Pursuant to the Indian Reorganization Act (25 U.S.C. §§ 461 et seq.) (hereinafter "IRA"), the Secretary of the Interior is authorized to acquire any interest in land for the purpose of providing land for Indian tribes. The Indian Land Consolidation Act (25 U.S.C. § 2201 et seq.) ("ILCA") allows the Secretary to acquire land in trust, pursuant to his authority under the IRA, to those tribes that rejected the provisions of the IRA. While the Tribe was under federal jurisdiction at the time of passage of the IRA, members of the Tribe voted to reject the terms of the IRA. Thus, § 2202 of the ILCA provides the Secretary with the statutory authority to accept land into trust for the Tribe.

• ***Carcieri v. Salazar* Does Not Affect the Secretary's Ability to Accept Land into Trust for the Tribe**

The decision in *Carcieri v. Salazar*, 129 S. Ct. 1058 (2009), does not affect the Secretary's authority to take land into trust for the Tribe. *Carcieri* involved interpretation of the term "Indian" in the IRA. The IRA defines the term "Indian" to "include all persons of Indian descent who are members of any recognized Indian tribe *now under federal jurisdiction*." 25 U.S.C. § 479 (emphasis added). In *Carcieri*, the United States Supreme Court held that § 479 limits the Secretary's authority to take land into trust for Indian tribes to those tribes that were "under federal jurisdiction" in June 1934 when the IRA was enacted. 129 S. Ct. at 1061. Thus, unless a tribe can show that it was "under federal jurisdiction" in 1934, the Secretary is without the authority to accept land into trust for the benefit of the tribe.

While no definition of "under federal jurisdiction" is set forth in the *Carcieri* opinion, a tribe that voted to accept or reject the provisions of the IRA certainly qualifies as having been "under federal jurisdiction" in 1934. Indeed, the carrying out of an IRA election by the Secretary is determinative in establishing that a tribe was "under federal jurisdiction" at the time of enactment of the IRA. The Secretary conducted an IRA election on the Rincon Indian Reservation and, as stated above, the Tribe voted to reject the provisions of the IRA. Thus, the Tribe must be considered to have been "under federal jurisdiction" in 1934 and, therefore, the *Carcieri* decision does not affect the Secretary's authority to take land into trust for the Tribe.

**3. Location and Description of Property**

The Page property consists of ± 60 acres and lies within the exterior boundaries of the Rincon Indian Reservation. The Page property is described as follows:

**PARCEL 1:**

THE NORTHERLY 660 FEET OF THE SOUTHERLY HALF OF THE NORTHWEST QUARTER OF SECTION 36, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTHERLY 330 FEET THEREOF.

PARCEL 1A:

AN EASEMENT OF INGRESS AND EGRESS OVER THE WESTERLY 30 FEET OF THE SOUTHERLY ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 133-190-19

PARCEL 2:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 1 WEST, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTH 660 FEET THEREOF.

APN: 133-190-17

The Page property is contiguous to the eastern boundary of the Rincon Indian Reservation (Tract Nos. 127 and 144), and is boarded on the south by the Mowry property, fee land owned by the Tribe for which the Tribe has already submitted a fee-to-trust application. The Page property is accessed via N. Calac Lane (BIA Route No. 340) and is surrounded entirely by undeveloped, open space.

**4. Tribe's Desire and Need for Acquisition in Trust (25 C.F.R. § 151.10(b))**

Acquisition of the Page property in trust for the Tribe is part of the Tribe's comprehensive plan for restoration of its original reservation land base. The Tribe wants to ensure that the property is adequately maintained and protected well into the future and that the Tribe continues to be the beneficial owner of the property. The only way to ensure this is the transfer of the property into trust for the Tribe.

The Reservation consists of approximately 4,026 acres (6.29 square miles) and is designated as follows:

- 3457 acres are held in trust for the Tribe.

- 250 acres are held in trust for the Tribe, but have been assigned to individual tribal members for their exclusive use;
- 319 are held in trust for individual allottees.

Only about one-third (1/3) of the existing Reservation is suitable for development. The majority of the Reservation is either rugged terrain generally unsuitable for development, or is subject to environmental constraints which would make development difficult or, in some cases, impossible. Maps depicting the following have been enclosed for your review as Exhibit C: the Reservation boundary; the slope of on-Reservation and adjacent areas; environmentally constrained on-Reservation areas; existing tribal housing, and; developmentally constrained on-Reservation areas. As you can see from the maps, only a small portion of the Reservation is not subject to environmental or developmental constraints. Even if some of the rugged and steep terrain is capable of development, it certainly cannot be done without considerable and perhaps cost-prohibitive expense to the Tribe.

[REDACTED] continued use as a runway for remote controlled aircraft; and [REDACTED] habitat preservation lands. The vast majority of these 60 acres is used as undeveloped, open space. A small piece of the western portion of the property is currently used as a remote control aircraft runway by the Fallbrook R/C Flyers pursuant to a license which has been granted by the Tribe. A copy of the fully executed license has been enclosed for your convenient reference as Exhibit D. The license, among other things, contemplates a one-year term (§ 4); requires that the licensee maintain adequate liability insurance (§ 8); is subject to termination at any time, by either party, upon thirty days prior written notice (§7); and strictly prohibits the generation, storage or disposal of hazardous substances on the property (§ 10). The Tribe intends to continue to use the remaining portions of the Page property for habitat preservation purposes. It is important for our Reservation to maintain its rural character and part of achieving this is to ensure that native plant and animal species have sufficient land on which to survive.

The Tribe is fully aware of the effect of conveying the Page property to the United States to be held in trust, including the significant degree of oversight that will be exercised by the Bureau of Indian Affairs once the property is accepted into trust. Nevertheless, the Tribe desires this transfer as the transfer will generally benefit the Tribe and its membership. These benefits are entirely consistent with the United States' trust responsibility to the Tribe.

#### 5. [REDACTED] C.F.R. § 151.10(c)

The Page property will continue to be used as vacant, open space for purposes of habitat preservation, and will continue to house the model aircraft runway.

#### 6. Non-Gaming Acquisition

The Tribe does not plan to use the Page property for gaming purposes.

**7. Impact Resulting from Removal of Property from Tax Rolls (25 C.F.R. § 151.10(e))**

The 2010-2011 property tax assessments for the Page property are as follows:

- APN 133-190-17 - \$3,258.04
- APN 133-190-19 - \$1,630.14

All taxes for the 2010-2011 tax year have been paid in full and in advance, and there are no prior year delinquencies. Copies of the 2010-2011 tax bills for each parcel have been enclosed for your convenient reference as Exhibit E.

Transferring the subject parcels into trust will not have a significant impact on San Diego County's tax revenue because the amount of property taxes assessed on the subject parcels is small in comparison to the County's annual property tax revenue. The San Diego County Assessor's Office reports that the final total County secured property taxes assessed in to 2009-2010 tax year (the most recent year for which this information was available) was \$510,828,928.00. Property taxes for the Page property are de minimus in comparison to the County's overall tax revenue:

- APN 133-190-17-00 represents approximately 0.000000638% of the annual property tax revenue.
- APN 133-190-19-00 represents approximately 0.000000391% of the annual property tax revenue.

Thus, removal of the subject parcels' property tax amounts from the County tax roll will have little, if any, impact on the County's annual property tax revenue.

**8. Jurisdictional Concerns (25 C.F.R. § 151.10(f))**

The Tribe does not anticipate that any significant jurisdictional conflicts will occur as a result of the transfer of the Page property to trust because the property lies contiguous to the Rincon Indian Reservation, and the property is either owned in fee by the Tribe or property owned in fee by the Tribe. Also, all of the land surrounding the Page property is undeveloped, open space. That the Page property will no longer be subject to San Diego County's zoning regulations will not present jurisdictional conflicts because the Tribe does not intend to change the current use of the property, or to develop the property in any way that would be inconsistent with the County's current zoning regulations.

All criminal and some civil state jurisdiction over the property will remain the same despite the acquisition of the property into trust. The Page property lies wholly within the State of California, a "Public Law 280" state. Pursuant to Public Law 280, the State maintains criminal jurisdiction over Indian lands in California and maintains jurisdiction over civil causes of action between Indians or to which Indians are parties. 18 U.S.C. § 1162; 25 U.S.C. § 1360. The transfer of land into trust does not affect the State's Public Law 280 jurisdiction. Thus, the State and its political subdivisions will continue to maintain a degree of control over certain activities on the Page property despite the transfer of the property into trust.

#### **9. Ability of the Bureau to Discharge Trust Responsibility (25 C.F.R. § 151.10(g))**

It has long been understood that the Bureau has a trust responsibility for all Indian tribes located within the exterior boundaries of the United States as well as for lands held in trust for Indian tribes and individual Indians. Acceptance of the Page property into trust will not impose any significant additional responsibilities or burdens on the Bureau beyond those already inherent in the federal trusteeship over the existing reservation. The Tribe will continue to ensure that all essential services – security, fire protection, natural resources protections, etc. – are provided to the property using appropriate federal allocations and/or profits from the Tribe's economic enterprises.

There are no anticipated additional Bureau obligations as a result of the transfer of the Page property into trust since the Tribe does not have any plans to change the use of the property. Even if the Tribe chooses to use the property for purposes other than open space at some point in the future, any additional Bureau obligations resulting from this transfer will be minimal and may include limited real estate services such as approval and recording of leases and easements, recording of transfer documents, and approval of extended contracts affecting trust lands. The Tribe is dedicated to working with the Bureau, to the greatest extent possible, to minimize any additional burdens which may result from the transfer of the property into trust.

#### **10. Title Requirements**

The United States Department of Justice Title Standards (hereinafter "Title Standards") require that title insurance be obtained prior to acquisition of land by the Federal Government. The required form for the title insurance policy is the American Land Title Association (ALTA) U.S. Policy – 9/28/91. The policy must list the United States of America as the proposed insured and, where the consideration is not readily ascertainable, the liability amount must be equal to the estimated value of the land being acquired.

Enclosed please find a commitment to issue title insurance prepared by Chicago Title Company, Order No. 930016364-U50, dated March 2, 2010. See Exhibit F. The type of insurance policy contemplated by the commitment is an ALTA U.S. Policy – 9/28/91, and it lists the "United States Department of Interior in trust for the Rincon Band of Luiseño Mission Indians of the Rincon Reservation, California" as the proposed insured, as required by §§ 5(a)(1)

and 5(a)(2) of the Title Standards. The amount of liability is set at \$450,000, the estimated value of the property as required by § 5(c) of the Title Standards.

Section 5(a)(5) of the Title Standards requires that Schedule "B" of the title commitment list any exceptions to the proposed title policy including any liens, easements, or similar encumbrances on the property. Schedule "B" of the enclosed title commitment does not contain any title exceptions that generally would be unacceptable to the United States such as unpaid taxes, mortgage liens, access issues, or special assessments which create a lien on the property. We have included copies of all instruments referenced in the title commitment as required by § 5(a)(6) of the Title Standards, and have addressed each exception listed in Schedule "B" briefly below. The Tribe has determined that these exceptions are acceptable as they will not interfere with or prevent the Tribe's current or future use of the Page property.

- Exception A: refers to any facts, rights, interest or claim not shown by the public record. The Tribe is not aware of and there are no visual indicators of any facts, rights, interest or claim that is not shown by the public record. Other than the Fallbrook R/C Flyers, there are not any persons in possession of the subject property, and the Fallbrook R/C Flyers occupy the property pursuant to a tribally-issued license. As explained above, the vast majority of the property is vacant, open space. This exception will not interfere with the Tribe's current or future use of the property.
- Exception B: refers to easements, liens or encumbrances not shown by the public record. The Tribe is not aware of any unrecorded easements, liens or encumbrances on the subject property that are not a matter of public record. This exception will not interfere with the Tribe's current or future use of the property.
- Exception C: refers to discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a survey of the subject property would disclose and which are not a matter of public record. There do not appear to be any boundary discrepancies, conflicts or encroachments on the subject property. Even if a survey were to uncover such discrepancies, conflicts or encroachments, these issues would not present a problem since all of the property surrounding the subject property is Tribal land. This exception will not interfere with the Tribe's current or future use of the property.
- Exception D: refers to unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance of the patents, and water rights or claims or title to water whether or not such matters are shown by the public record. The Tribe is not aware of any recorded or unrecorded mining claims, reservation or exceptions in patents or in acts authorizing patents, or water rights or claims which affect the subject property. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 1: refers to terms and conditions of treaties and statutes affecting the land and the Tribe. This exception appears to be a standard exception for all Chicago Title



Policies issued where an Indian tribe is involved. As you know, there are no ratified treaties with tribes in California. As explained above, the Tribe is fully aware of the fact that special statutes and regulations will be applicable with respect to the property once it is accepted into trust. These statutes and regulations will not interfere with the Tribe's current or future use of the property.

- Exception 2: refers to the fact that the subject property is located on the Rincon Indian Reservation and is subject to tribal law, codes, regulations and assessments as may be established by the Tribe. As noted above, the Page property is contiguous to the Reservation. Nevertheless, this exception will not interfere with the Tribe's current or future use of the property.
- Exception 3: refers to property taxes for the 2010-2011 tax year that are a lien not yet due. As indicated above, the Tribe has paid the 2010-2011 property taxes for the subject parcels in full and in advance. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 4: refers to a lien for supplemental taxes, if any, assessed on the subject property. As indicated above, the Tribe has paid all taxes, supplemental or otherwise, and there are no prior year delinquencies. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 5: refers to a 60-foot easement for railroad, wagon road, flume line, pipeline, telegraph or telephone line or power conduit purposes, reserved in Deed recorded November 16, 1905 in Book 377, Page 177 of Deeds, San Diego County Official Records. A copy of this deed has been enclosed for your convenient reference as Exhibit F-1. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 6: refers to a utility right of way granted to the San Diego Gas and Electric Company on May 24, 1956 in Book 6113, Page 431, San Diego County Official Records. A copy of the right of way has been enclosed for your convenient reference as Exhibit F-2. The right of way is for public utilities purposes and, as such, generally benefits the property. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 7: refers to an easement granted to the Erzons on April 17, 1975 and recorded as Instrument No. 75-088895, San Diego County Official Records. A copy of the easement has been enclosed for your convenient reference as Exhibit F-3. The easement affects only a 30-foot strip of a portion of the Page property, and is limited to use for ingress and egress purposes. This exception will not interfere with the Tribe's current or future use of the property.

- Exception 8: refers to an easement granted to Tony Ganje on December 20, 1976, and recorded as Instrument No. 76-0425899, San Diego County Official Records. A copy of the recorded easement has been enclosed for your convenient reference as Exhibit F-4. This easement affects only a 30-foot strip of a portion of the Page property, and is limited to use of ingress and egress purposes. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 9: refers to an easement granted to Tony Ganje on December 20, 1976, and recorded as Instrument No. 76-425900, San Diego County Official Records. A copy of the recorded easement has been enclosed for your convenient reference as Exhibit F-5. This easement affects only a 30-foot strip of a portion of the Page property, and is limited to use of ingress and egress purposes. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 10: refers to easements granted to the Loomis' on October 18, 1977, and recorded as Instrument Nos. 77-426969 and 77-426970, San Diego County Official Records. Copies of the recorded easements have been enclosed for your convenient reference as Exhibits F-6 and F-7, respectively. These easements affect only a 30-foot strip of a portion of the Page property, and are limited to use for ingress, egress and utility purposes. This exception will not affect the Tribe's current or future use of the property.
- Exception 11: refers to the rights of any parties in possession of the property which are based on any unrecorded lease or leases. As indicated above, the Page property is used by the Fallbrook R/C Flyers pursuant to a license granted by the Tribe, which is fully revocable by the Tribe at any time, for any reason. Other than the Fallbrook R/C Flyers, no one other than the Tribe uses or is in possession of the Page property. This exception will not interfere with the Tribe's current or future use of the property.
- Exception 12: refers to any defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the title commitment but prior to the date the property is accepted into trust for the Tribe. The Tribe has no intention of encumbering the property during the fee-to-trust process. This exception will not interfere with the Tribe's current or future use of the property.

#### **11. Environmental Concerns (25 C.F.R. § 151.10(h))**

Pursuant to the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), the procedural requirements at 40 C.F.R. Parts 1500-1508, and the Implementing Regulations at 516 DM 6, Appendix 4, all fee-to-trust applications must be accompanied by an Environmental Assessment or a Environmental Impact Statement unless there is an applicable categorical exclusion. Pursuant to 516 DM 6 Appendix 4 § 41, a categorical exclusion shall be issued in the

Amy Dutschke, Regional Director  
Rincon - Page Fee-to-Trust Application Letter  
February 1, 2011  
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case of land conveyances and transfers where there is no planned change in land use. Since the Tribe intends to continue use of the Page property for open space and for the Fallbrook Flyers airstrip, a categorical exclusion is appropriate. There are no plans for development or physical alteration of the property which would trigger NEPA review beyond the categorical exclusion.

The Tribe understands that, pursuant to 602 DM 2, the Bureau of Indian Affairs is required to conduct an environmental site assessment and complete a Phase 1 Environmental Site Assessment (a.k.a. Contaminant Survey) to ensure that acquisition of land does not subject the Department of the Interior to liability for hazardous substances or other environmental cleanup costs and damages. The Tribe has not uncovered nor been informed of the existence of any hazardous substances or other environmental damage on the property which would subject the Department to liability should the Page property be accepted into trust. And although a portion of the property is used as an airstrip for petroleum fueled remote controlled aircraft by Fallbrook R/C Flyers, the license granted to Fallbrook R/C Flyers strictly prohibits the generation, storage, or disposal of any hazardous materials on or near the property.

The Tribe also understands that, pursuant to Section 106 of the National Historic Reservation Act (16 U.S.C. § 470 *et seq.*), the Bureau must take into account the effects of this fee-to-trust acquisition on historic properties and/or cultural resources located on the Page property. This fee-to-trust acquisition is unlikely to have an effect on historic properties or cultural resources on the Page property because the Tribe does not plan to change the current use of the property. The Tribe is unaware of any historic properties on the Page property. The Tribe has not identified any cultural resources on the Page property, however, even if cultural resources are located on the property, the Tribe's interests in maintaining these resources is paramount and the acceptance of the property in trust expands the Tribe's jurisdiction over the property and thus puts the Tribe in a better position to ensure that cultural resources are protected and maintained.

The Tribe commissioned the preparation of a Phase 1 Environmental Site Assessment and Biological Constraints Analysis for the Page property, both of which are enclosed for your review as Exhibits G-1 and G-2, respectively. The Phase 1 concludes that there are no recognized environmental conditions on the Page property that warrant additional investigation at this time.

We thank you for your time and attention to our request for acquisition of the Page property into trust.

Sincerely,



Bo Mazzetti  
Chairman, Rincon Band of Luiseño Indians

Amy Dutschke, Regional Director  
Rincon - Page Fee-to-Trust Application Letter  
February 1, 2011  
Page 11

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**Enclosures:**

- Exhibit A – Tribal Resolution No. 2011-10**
- Exhibit B – Vesting Deed**
- Exhibit C – Maps**
  - Rincon Reservation Boundary
  - Rincon Reservation Steep Slopes
  - Rincon Reservation Environmentally Constrained Areas
  - Rincon Reservation Existing Tribal Housing
  - Rincon Reservation Development Constraints
- Exhibit D – Fallbrook R/C Flyers License**
- Exhibit E – Property Tax Information**
- Exhibit F – Title Policy No 930016564-U50 & Supporting Documents**
  - F-1 – Deed (Book 377, Page 177)
  - F-2 – Right of Way (Book 6113, Page 431)
  - F-3 – Deed (Instrument No. 75-088895)
  - F-4 – Deed (Instrument No. 76-425899)
  - F-5 – Deed (Instrument No. 76-425900)
  - F-6 – Deed (Instrument No. 77-426969)
  - F-7 – Deed (Instrument No. 77-426970)
- Exhibit G – Environmental Documents**
  - G-1 – Phase I Environmental Site Assessment
  - G-2 – Biological Constraints Analysis

**EXHIBIT "A"**

**8818**

All that certain real property situated in the County of San Diego, State of California, described as follows:

**PARCEL 1:**

The Northerly 660 feet of the Southerly Half of the Northwest Quarter of Section 36, Township 10 South, Range 1 West, San Bernardino Base and Meridian, as shown by the United States Government Survey Plat approved January 15, 1892.

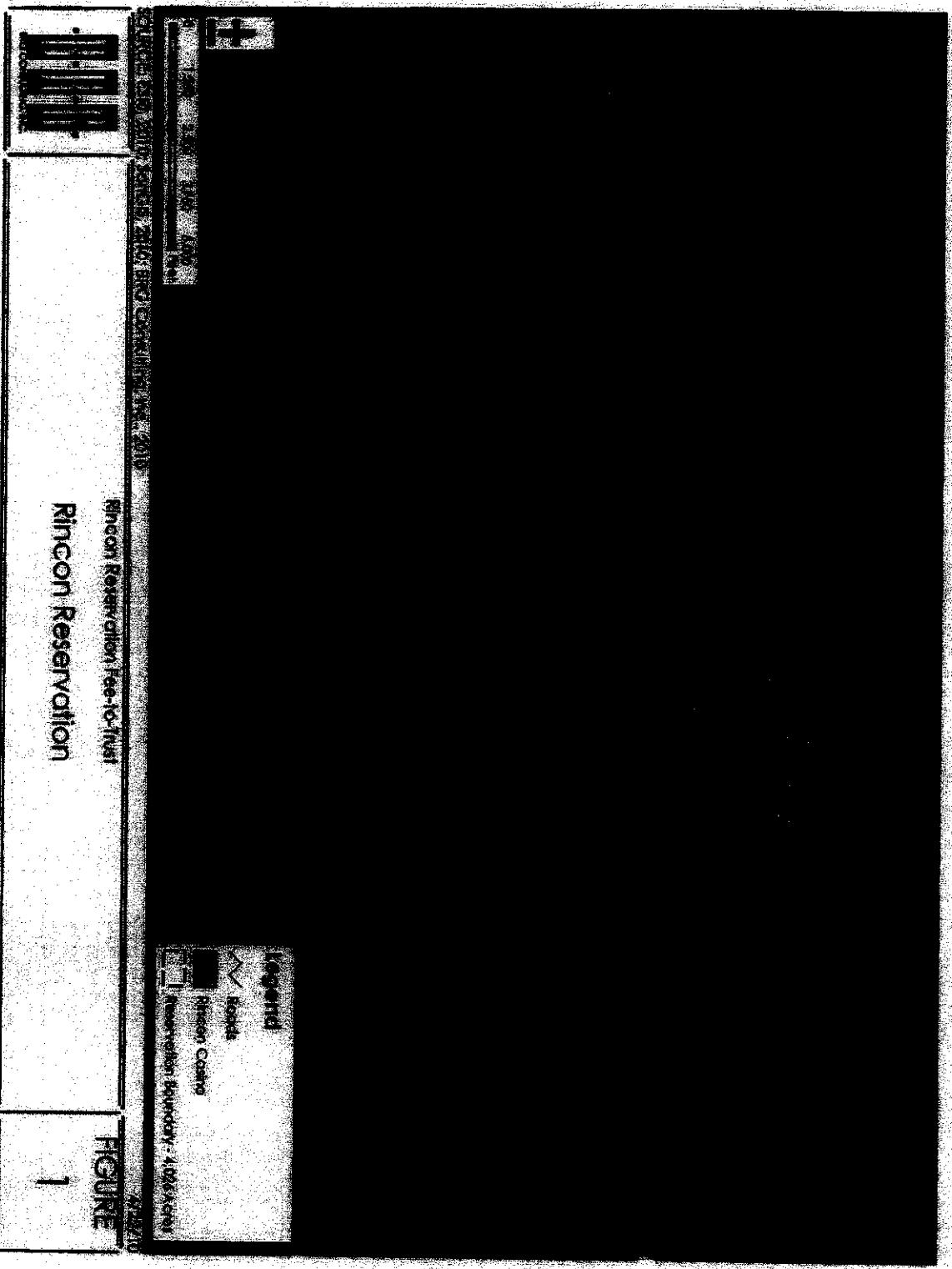
EXCEPTING THEREFROM the Northerly 330 feet thereof.

**PARCEL 2:**

An easement for ingress and egress over the Westerly 30 feet of the Southerly One-Half of the Northwest Quarter of Section 36, Township 10 South, Range 1 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to the United States Government Survey, approved January 15, 1892.

EXCEPTING THEREFROM that portion lying within Parcel 1 herein described.

Tax Assessor's Number: 133-190-19

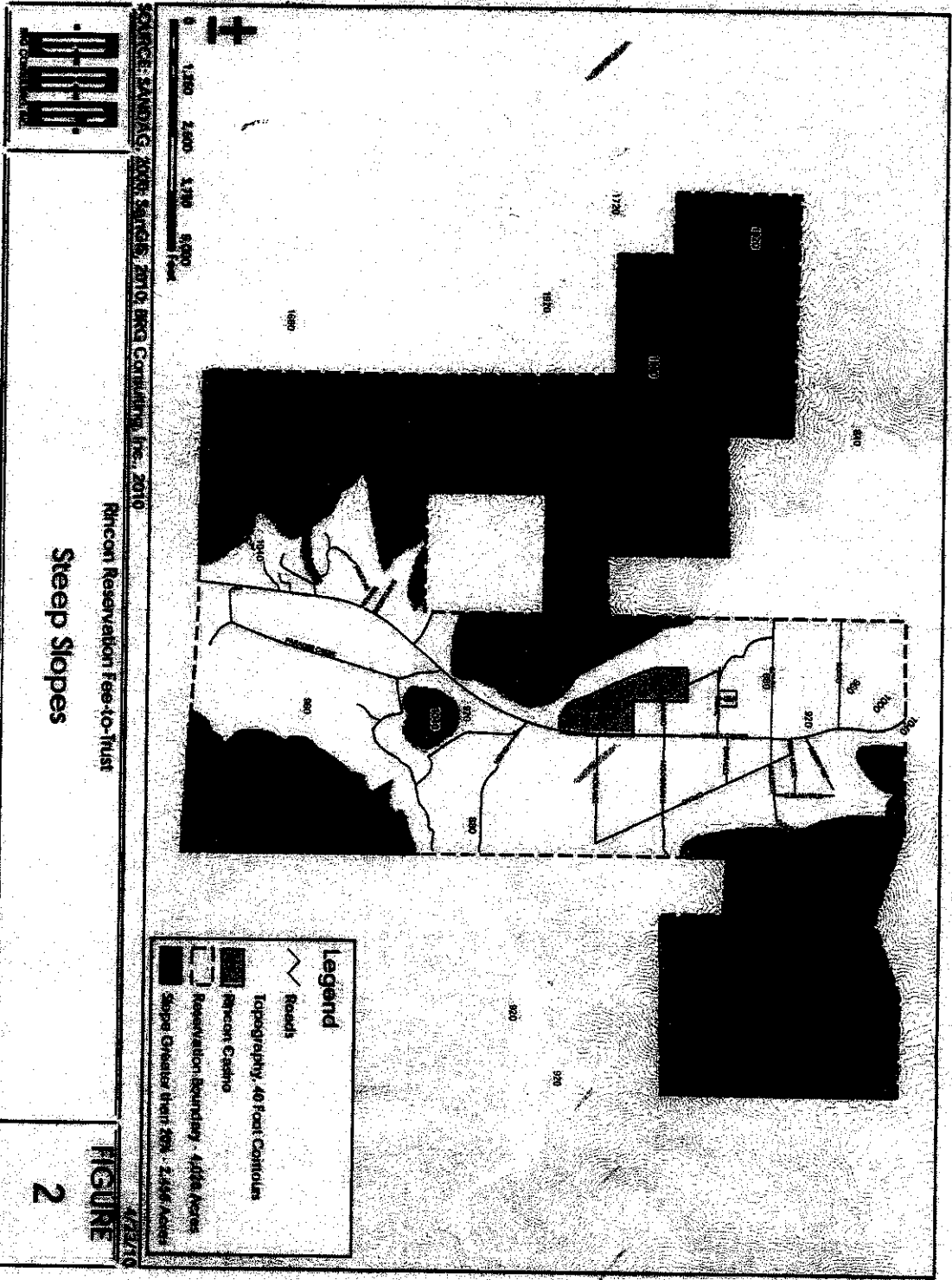


Rincon Reservation  
 Rincon Reservation

**Legend**  
 [Solid Black Square] Rincon Camp  
 [Dashed Line] Reservation Boundary - 4/02/2008  
 [Checkmark] Roads

**FIGURE**  
 1

Map of Rincon Reservation and Camp



**DRP**

CHANGE SHEET: 2010 RINEHART RESERVATION FEE-TO-TRUST PROJECT

Rinehart Reservation Fee-to-Trust

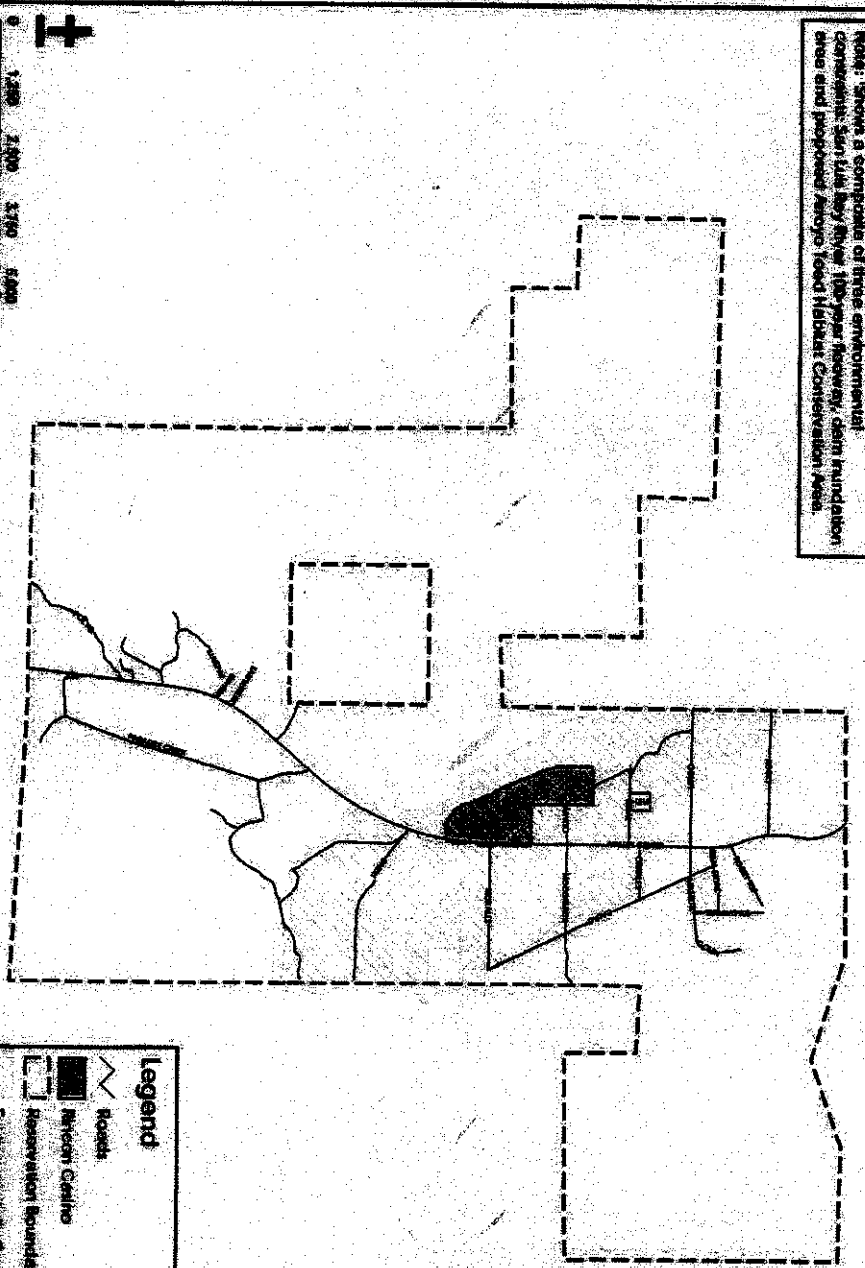
Steep Slopes

FIGURE

2

4/17/10

Note: Shows a composite of three environmental constraints: San Luis Bay River 100-year reservoir, dam inundation area and proposed Arroyo Road Habitat Conservation Area.



1,200 2,400 3,700 4,800 Feet

**Legend**

- Reservoir Boundary - 4,000 Acres
- Reservoir Center
- Road
- Environmentally Constrained - 407 Acres

SONNET CONSULTING, 2010; SANCTUARY, 2010; BGC CONSULTING, INC., 2010



**Environmentally Constrained**

Mincon Reservoir Fee-to-Fruit

Figure 3: Environmentally Constrained Area

**FIGURE 3**



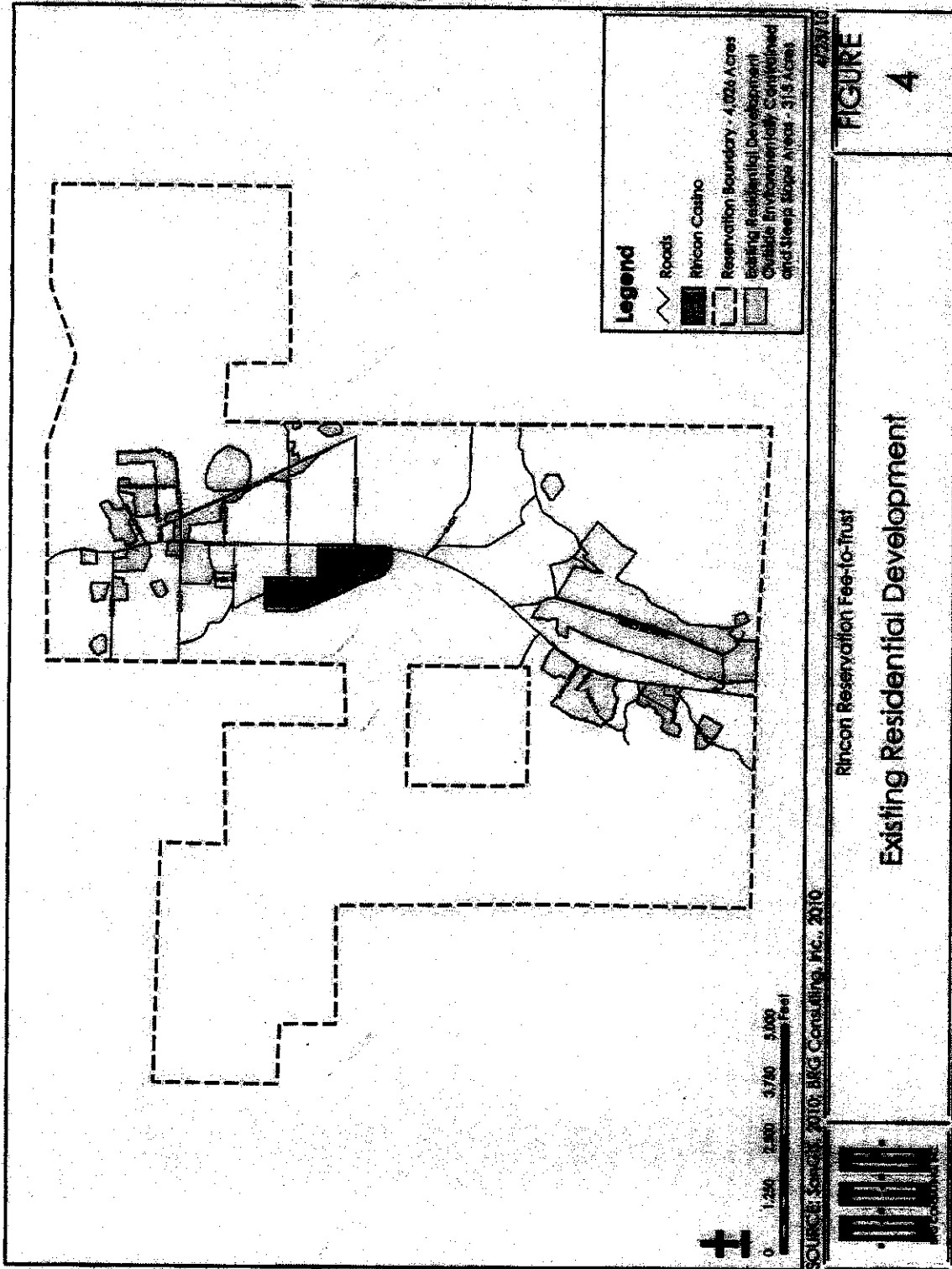


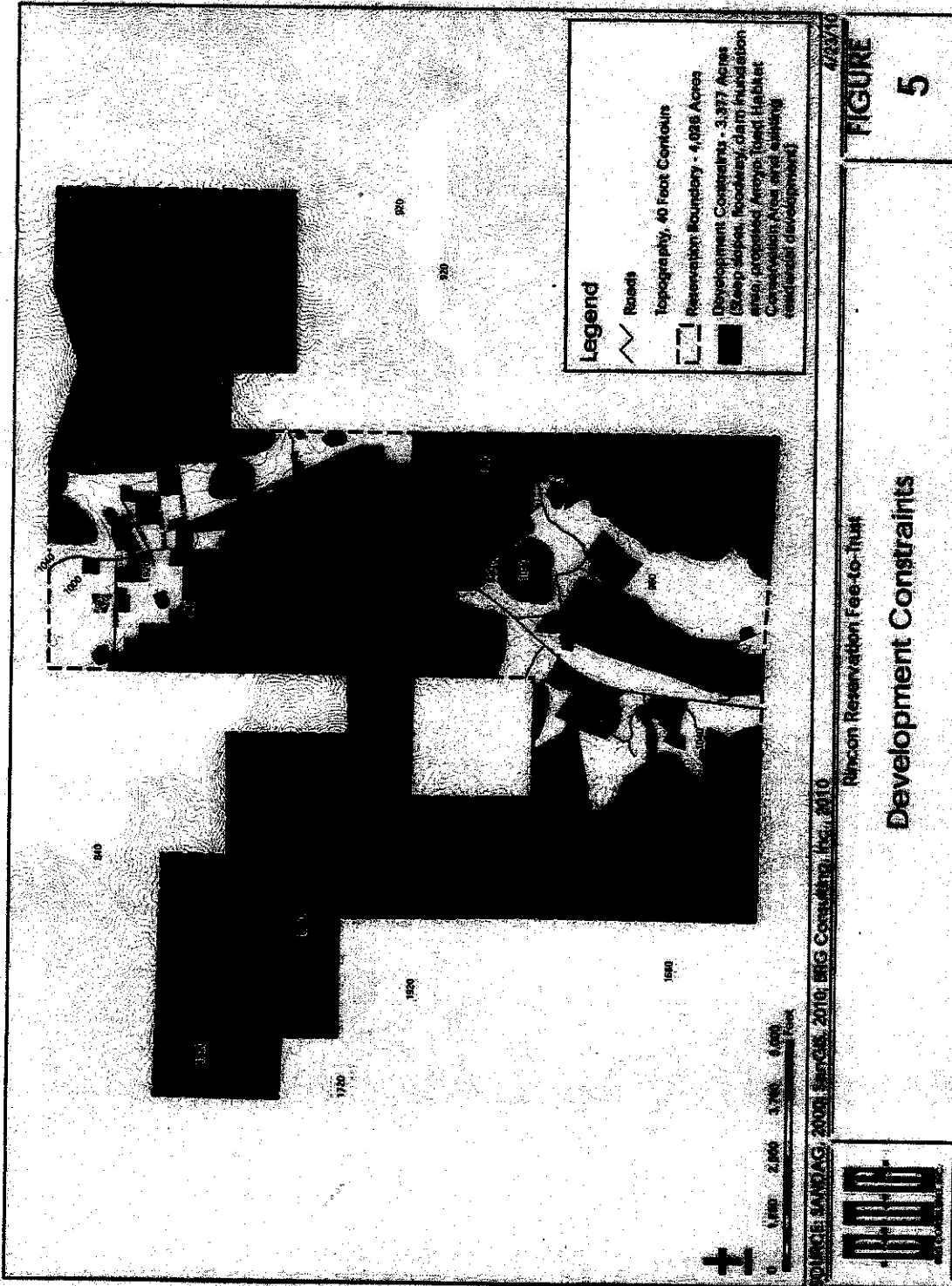
FIGURE 4

Rincón Reservation Fee-to-Trust  
Existing Residential Development

SOURCE: SOURCE: 2010, BSG Consulting, Inc., 2010



FIGURE 4: Rincón Reservation Fee-to-Trust - Existing Residential Development



**Legend**

- Roads
- Topography, 40 Foot Contours
- Reservation Boundary - 4,896 Acres
- Development Constraints - 3,377 Acres  
(Sleeping Ute, Rockaway, John Munsie, and  
Cottonwood Canyon Tracts (Habitat  
Conservation Area and adjacent  
undeveloped lands))

7/23/15  
SOURCE: SANDAG, 2008; SANDAG, 2010; BIG CONSULTING, INC., 2010

Rincon Reservation Fee-to-Frust

### Development Constraints

**FIGURE 5**

Map prepared by SANDAG, 2010. Map data provided by SANDAG, 2010. Map data provided by SANDAG, 2010.

EXHIBIT B  
DESCRIPTION OF PREMISES

# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT ALTER, EXTEND OR AFFECT THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

<b>NAME AND ADDRESS OF AGENT/BROKER:</b> <b>THE HARRY A KOCH CO</b> PO Box 45279 Omaha NE 68145-0279	<b>COVERAGE NO.:</b> R2416	<b>COMPANIES AFFORDING COVERAGE:</b> COMPANY LETTER <b>A</b> Westchester Surplus Lines Insurance Company COMPANY LETTER <b>B</b> COMPANY LETTER <b>C</b> COMPANY LETTER <b>D</b> COMPANY LETTER <b>E</b>
<b>NAME AND ADDRESS OF INSURED:</b> The Academy of Model Aeronautics, Inc. Association Chapter in Clubs, Chicago, Illinois 5161 E. Marginal Drive Muncie, IN 47302-9152		

This is to certify that the policies of insurance listed below have been in force and are in force at the time this certificate is issued. The terms, coverages, amounts, conditions, exclusions, and other details of such policies are set forth in the policies and endorsements thereon. This certificate is subject to all the terms, conditions, and coverages of such policies.

CO. LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL FORM <input type="checkbox"/> PREMISES OPERATIONS <input type="checkbox"/> EXCESS/MAJOR COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> CONTRACTORS PRODUCTS <input type="checkbox"/> CLAIMS MADE FORM <input type="checkbox"/> PERSONAL AUTO <input type="checkbox"/> OCCURRENCE FORM	0301524005	03/31/10 THRU 03/31/11	GENERAL AGGREGATE PER LOCATION \$4,000,000  EACH OCCURRENCE \$1,000,000
A	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	0301524005	03/31/10 THRU 03/31/11	GENERAL AGGREGATE PER LOCATION \$4,000,000  EACH OCCURRENCE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			SEE POLICY

**DESCRIPTION OF OPERATIONS/SUBCARDS/SPECIAL RISKS:** Loc NORTH CATALINA RD VALLEY CENTER CA

FALLBROOK RD FALLBROOK CA 92028  
 JOHN C ASLAVIAN  
 2604B EL CAMINO REAL FALLBROOK CA 92028  
 CARLSBAD CA 92008

**ADDITIONAL INSURED:** THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTING AS RESPECTS TO ANY ADDITIONAL INSURED SEE OWNER.  
 RINCON BAND DE JAZZON ANSIANS

**NAME AND ADDRESS OF CERTIFYING OFFICER:**  
 RINCON BAND DE JAZZON ANSIANS  
 34750 VALLEY CENTER RD  
 BOX 50155  
 VALLEY CENTER CA 92080

ISSUED **DECEMBER 10, 2005**  
 DUESSED

  
 AUTHORIZED REPRESENTATIVE

**Secured Property Tax Details**

Toll Free: (619) 431-6856  
 Fax: (677) TAX4SDC (828-4732)  
 Pay Online: [www.sdctrcastax.com](http://www.sdctrcastax.com)

PROPERTY ADDRESS - DESCRIPTION -  
 SUBDIVISION  
 Mailing and Situs Address Cannot Be Shown In  
 Compliance To Government Code Section 6254.21

MAP NO	DESCRIPTION	VALUE
	Land	\$ 299289
DOCUMENT NO	Improvements	0
291922	TOTAL L&I	299289
DOCUMENT DATE	Personal Property	0
06/01/09	Exemptions:	
	Homeowners	\$ 0
	Other	0
	Net Taxable Value	299289
Current Owner:	RINCON BAND OF LUISENO MISSION INDIANS OF THE RINCON RESERVA	
Owner of Record Jan 1, 2010	RINCON BAND OF LUISENO MISSION INDIANS OF THE RINCON RESERVA	

PARCEL NO	TAX RATE AREA	CORTAC NO	FIRST INSTALLMENT	SECOND INSTALLMENT	TOTAL DUE
133-190-17-80	94856		1629.02	1629.02	3258.04
YOUR TAX DISTRIBUTION					
AGENCY		BASE NET	RATE		TAX AMOUNT
1% TAX ON NET VALUE			1.00000		2,992.89
VOTER APPROVED BONDS					
PALOMAR POMERADO HEALTH 2006A - DEST SERVICE		NET	0.02350		70.33
HI BOND ESCONDIDO 1996A		NET	0.02280		68.80
UNIF BOND VALLEY CTR-PAUMA 1994A POR VALLEY CENTER		NET	0.02640		79.19
PALOMAR COMMUNITY COLL PROJ # 11/07/04 2004A		NET	0.00325		27.71
PALOMAR COMMUNITY COLL PROJ # 11/07/02 2006B		NET	0.00540		16.34
TOTAL ON NET VALUE			1.05565		3258.25
FIXED CHARGE ASSMNTS:					
		PHONE			
MOSQUITO SURVEILLANC		894-273-6167			2.28
VECTOR DISEASE CTRL		894-273-6167			0.50
TOTAL AMOUNT					3288.04

**San Diego County 2010-2011 Secured Property Tax  
For Fiscal Year Beginning July 1, 2010 and Ending June 30, 2011**

Both installments are paid.

Installment	Due Date	Delinquent After	Amount
First Installment	12/10/2010	12/10/2010	1,629.02
Second Installment	04/11/2011	04/11/2011	1,629.02
Total			3,258.04

**Secured Property Tax Details**

Toll Free: (619) 831-6056  
 Fax: (677) TAX4SDC (624-4732)  
 Pay Online: [www.sdcreastax.com](http://www.sdcreastax.com)

**PROPERTY ADDRESS - DESCRIPTION - SUBDIVISION**  
 Mailing and Situs Address Cannot Be Shown in Compliance To Government Code Section 6254.21

MAP NO	DESCRIPTION	VALUE
	Land	\$ 149644
DOCUMENT NO	Improvements	0
291821	TOTAL L&I	149644
DOCUMENT DATE	Personal Property	0
06/01/09	Exemptions:	
	Homeowners	\$ 0
	Other	0
	Net Taxable Value	149644
Current Owner:	RINCON BAND OF LUISENO MISSION INDIANS OF THE RINCON RESERVA	
Owner of Record	RINCON BAND OF LUISENO MISSION INDIANS OF THE RINCON RESERVA	
Jan 1, 2010		

PARCEL NO	TAX RATE AREA	CORTAC NO	FIRST INSTALLMENT	+	SECOND INSTALLMENT	= TOTAL DUE
133-190-19-00	94056		\$15.07		\$15.07	1630.14
<b>YOUR TAX DISTRIBUTION</b>						
AGENCY		BASE NET		RATE		TAX AMOUNT
1% TAX ON NET VALUE				1.88800		1,496.44
<b>VOTER APPROVED BONDS</b>						
PALOMAR POMERADO HEALTH 2006A - BEST SERVICE		NET		0.02350		35.16
HI BOND ESCONBIDO 1906A		NET		0.02299		34.40
UNIF BOND VALLEY CTR-PALMA 1903A FOR VALLEY CENTER		NET		0.02646		39.59
PALOMAR COMMUNITY COLL PROP # 11/07/05, 2006A		NET		0.09926		13.86
PALOMAR COMMUNITY COLL PROP # 11/07/05, 2006B		NET		0.00544		8.17
<b>TOTAL ON NET VALUE</b>					<b>1.88595</b>	<b>1627.60</b>
<b>FIXED CHARGE ASSNTS:</b>						
		PHONE				
MOSQUITO SURVEILLANC		800-273-5147				2.28
VECTOR DISEASE CTRL		800-273-5147				0.24
<b>TOTAL AMOUNT</b>						<b>1630.14</b>

**San Diego County 2010-2011 Secured Property Tax  
For Fiscal Year Beginning July 1, 2010 and Ending June 30, 2011**

Both installments are paid.

Installment	Due Date	Delinquent After	Amount
First Installment	12/10/2010	12/10/2010	815.07
Second Installment	04/11/2011	04/11/2011	815.07
Total			1,630.14



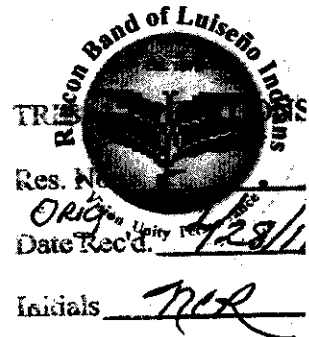
# Rincon Band of Luiseño Indians

PO Box 68 • Valley Center • CA 92082 • (760) 749-1051 • Fax: (760) 749-8901

RESOLUTION NO. 2011-10

**SCA-RC-19-11**

RINCON BAND OF LUISEÑO MISSION INDIANS  
OF THE RINCON RESERVATION, CALIFORNIA



**A RESOLUTION REQUESTING THAT THE UNITED STATES OF AMERICA,  
DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, ACCEPT THE  
PAGE PROPERTY IN TRUST FOR THE RINCON BAND OF LUISEÑO MISSION  
INDIANS OF THE RINCON RESERVATION, CALIFORNIA.**

**WHEREAS**, the Rincon Band of Luiseño Mission Indians of the Rincon Reservation, California ("Tribe") is a Federally Recognized Indian Tribe, organized pursuant to the Articles of Association passed and approved by the Commissioner of Indian Affairs on March 15, 1960, as amended, and as such, is the beneficial owner of the Rincon Reservation, over which the Tribe exercises jurisdiction;

**WHEREAS**, pursuant to Section 1 of the Articles of Association, the Rincon Business Committee has jurisdiction over the lands within the exterior boundaries of the Rincon Indian Reservation, as well as any lands that may be added thereto;

**WHEREAS**, pursuant to Section 6 of the Articles of Association, the Rincon Business Committee is authorized to represent the Tribe in relations with the Federal Government and to manage tribal lands and community resources, including submission of fee-to-trust applications for the transfer of Tribally-owned lands into trust;

**WHEREAS**, the Tribe owns parcels APN 133-190-17 & 133-190-19 in fee, which are currently used predominately as open space and are commonly referred to as the ~~Page property~~;

**WHEREAS**, the Page property is within the exterior boundaries of the Rincon Reservation;

**WHEREAS**, the Tribe desires that the Page property be held by the United States in trust for the Tribe;

**WHEREAS**, the Chicago Title Company has issued a commitment to issue an ALTA Title Policy, Order No. 930016564-U50, said policy to be issued upon acceptance of title to the Page property by the United States to be held in trust for the Tribe;

**WHEREAS**, the Tribe has reviewed said commitment, including the Standard and Special Exceptions as contained in Schedule B, Section II, and has determined that these exceptions are acceptable to the Tribe in that they will not interfere with the Tribe's current or future use of the Page property; and

**WHEREAS**, the Rincon Business Committee hereby delegates to the Chairperson the authority to execute any and all documents necessary to place the Page property into trust.

Bo Mazzetti  
Tribal Chairman

Stephanie Spencer  
Vice Chairwoman

Charlie Kolb  
Council Member

Steve Stallings  
Council Member

Kenneth Kolb  
Council Member

**RESOLUTION NO. 2011-10**

**Page 2 of 2**

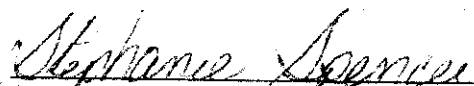
**NOW, THEREFORE, BE IT RESOLVED** that the Rincon Business Committee hereby requests that the U.S. Department of the Interior, Bureau of Indian Affairs, find that the Special Exceptions as contained in Schedule B, Section II of the Chicago Title Company commitment for title insurance, Order No. 930016564-U50, are acceptable in that they will not interfere with the Tribe's current or future use of the subject parcels;

**BE IT FURTHER RESOLVED** that the Rincon Business Committee hereby requests that the U.S. Department of the Interior, Bureau of Indian Affairs, accept the Page property in trust for the Rincon Band of Luiseño Mission Indians of the Rincon Reservation, California.

**CERTIFICATION**

We, the undersigned, as the governing body of the Rincon Band of Luiseño Mission Indians of the Rincon Reservation, California, do hereby certify that the Rincon Business Committee is composed of five (5) members, of whom 5 constituting a quorum were present, at a meeting duly held on February 01, 2011, by a vote of 5 for, 0 opposed, 0 absent and 0 abstaining.

  
\_\_\_\_\_  
Bo Mazzetti, Chairman

  
\_\_\_\_\_  
Stephanie Spencer, Vice Chairwoman

  
\_\_\_\_\_  
Charlie Kolb, Council Member

  
\_\_\_\_\_  
Steve Stallings, Council Member

  
\_\_\_\_\_  
Kenneth Kolb, Council Member



# Chicago Title Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

Effective Date: March 2, 2010 at 7:30 am

1. Policy or Policies to be issued:

Policy Amount

Owner's Policy ALTA US POLICY - FORM 1991

\$450,000.00

Proposed Insured: the United States of America, in trust for the Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California

2. The estate or interest in the land described or referred to in this Commitment is:

A Fee as to Parcel(s) 1 and 2

An Easement more fully described below as to Parcel(s) 1A

3. Title to said estate or interest in the land at the Effective Date vested in:

Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California

4. The land referred to in this Commitment is in the State of California, County of San Diego and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

## LEGAL DESCRIPTION

PARCEL 1: APN'S 133-190-19

THE NORTHERLY 660 FEET OF THE SOUTHERLY HALF OF THE NORTHWEST QUARTER OF SECTION 36, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTHERLY 330 FEET THEREOF.

PARCEL 1A:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 30 FEET OF THE SOUTHERLY ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 HEREIN DESCRIBED.

PARCEL 2: APN 133-190-17

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 1 WEST, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTH 660 FEET THEREOF.

END OF LEGAL DESCRIPTION

**SCHEDULE B - SECTION II**  
(continued)

Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALFA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, 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.

END OF SCHEDULE B

**CONDITIONS**

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

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

**FNF Underwritten Title Companies**  
CTC - Chicago Title Company

**FNF Underwriters**  
CTIC - Chicago Title Insurance Co.

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 - 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **FEE REDUCTION SETTLEMENT PROGRAM**

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

#### **DISASTER LOANS**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **SHORT TERM RATE**

The Short Term Rate is a reduction of the charges shown in the Insurance Tables which is allowable only when the current order is placed within 60 months from the date of issuance of a prior CLTA or ALTA Form of Policy of any qualified title insurer and provided further that the grantor, borrower, lender, lessor or assignor is insured by or under the terms of a prior policy, or is the vested owner of the interest insured by said policy. The short term rate is 64% to 92% of the appropriate title insurance rate depending on the type of coverage selected.

#### **EMPLOYEE RATE**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

**SCHEDULE B - SECTION I**  
**REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) The requirement that the conveyance of said land to the proposed insured be approved by the Secretary of the Interior.



## SCHEDULE B - SECTION II

### EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- B. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- C. 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.
- D. (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.
  1. "Terms and conditions of Treaties and Statutes affecting the land and the subject tribe."
  2. The fact that said property is located on the Rincon Indian Reservation and is subject to any tribal laws, codes, regulations and assessments as may be established by the Rincon Band of Luiseno Indians.
  3. Property taxes, including any assessments collected with taxes, for the fiscal year 2010 - 2011 that are a lien not yet due.
  4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California
  5. An easement for the purpose shown below and rights incidental thereto as reserved in a document.
 

Purpose:	railroad, wagon road, flume line, pipeline, telegraph or telephone line or power conduits
Recorded:	<u>November 16, 1905 in Book 377, page 177 of Deeds</u>
Affects:	The exact location and extent of said easement is not disclosed of record
  6. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	<u>May 24, 1956 in Book 6113, page 431 of Official Records</u>
Affects:	The route thereof affects a portion of said land and is more fully described in said document.
  7. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 

Purpose:	Edward E. Erzon, Jr. and Barbara B. Erzon
Recorded:	ingress and egress

**SCHEDULE B – SECTION II**  
(continued)

- Affects: April 17, 1975 as Instrument No. 75-088895 of Official Records
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
- Granted To: Tony J. Ganje  
Purpose: ingress and egress  
Recorded: December 20, 1976 as Instrument No. 76-0425899 of Official Records  
Affects: The Westerly 30 feet of Parcel 1
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
- Granted To: Tony J. Ganje  
Purpose: ingress and egress  
Recorded: December 20, 1976 as Instrument No. 76-0425900 of Official Records  
Affects: the Westerly 30 feet of Parcel 2
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
- Granted To: Bernard J. Loomis and Ellen S. Loomis, husband and wife, as joint tenants  
Purpose: road and utility purposes  
Recorded: October 18, 1977 as Instrument No. 77-426969 and 77-426970, both of Official Records  
Affects: the Westerly 30 feet
11. Any rights of parties in possession of said land, based on any unrecorded lease, or leases.
- This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.
12. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

# Rincon Band of Luiseño Indians

PO Box 68 • Valley Center • CA 92082 • (760) 749-1051 • Fax: (760) 749-8901



February 10, 2011

VIA EMAIL/ORIGINAL U.S. MAIL

Southern California Agency  
Bureau of Indian Affairs  
1451 Research Park Drive, Suite 100  
Riverside, CA 92507

**RE: RINCON BAND OF LUISENO INDIANS – LEGAL COUNSEL AUTHORIZATION**

This letter provides written notice to the Southern California Agency office of the Bureau of Indian Affairs and confirms that Denise Turner Walsh serves as Legal Counsel for the Rincon Band of Luiseno Indians (the "Band") authorized to request and receive any and all documents involving Band matters that are maintained in your offices.

If you have any questions concerning this letter, please direct them to my attention at the Band's office number. Thank you.

Sincerely,

Bo Mazzetti  
Chairman

Bo Mazzetti  
Tribal Chairman

Stephanie Spencer  
Vice Chairwoman

Charlie Kolb  
Council Member

Steve Stallings  
Council Member

Kenneth Kolb  
Council Member

**Sweetwater, Beverly**

---

**From:** Stevenson, Jim <Jim.Stevenson@ctt.com>  
**Sent:** Friday, June 15, 2012 3:23 PM  
**To:** Sweetwater, Beverly  
**Subject:** Chicago Title order no. 930016564-U50  
**Attachments:** 930016564-U50 2Amd Prelim.docx

*Page.*

Please do not reply to this email; rather, please contact the title department shown in the upper left-hand corner of the front page of your report if there are any questions.

Thank you.

Jim Stevenson  
Chicago Title  
2365 Northside Dr  
San Diego, Ca

**From:** Sweetwater, Beverly

**Sent:** Tuesday, July 19, 2011 10:10 AM

**To:** 'VootelT@CTT.com'

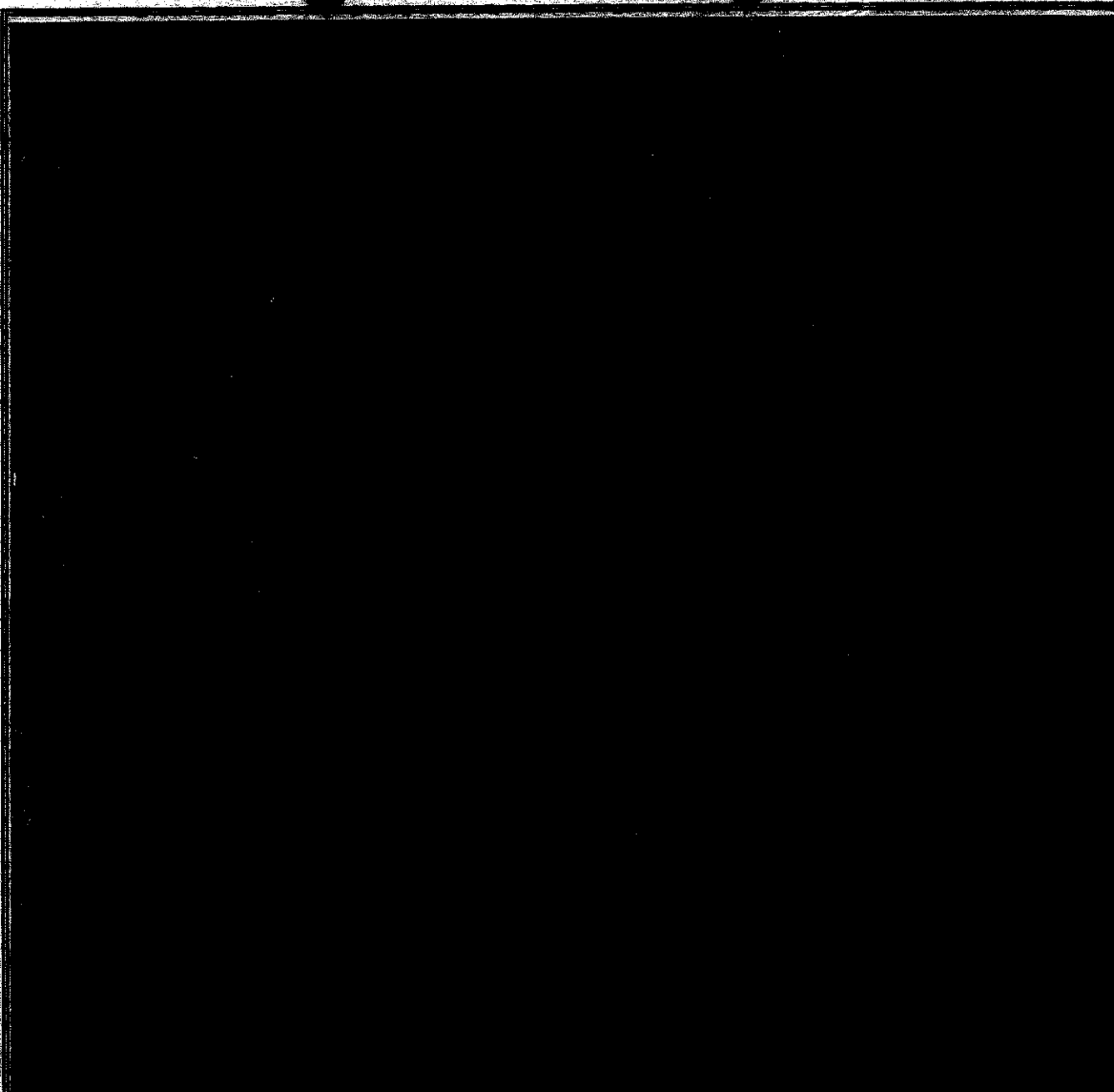
**Subject:** Exceptions for the Rincon Band

Hello Tom: I believe I talk with you some time ago. I need your assistance in describing exceptions on Title Commitment 930026563-U50,"Fenske Property" 1 through 10, I need to know the locations and descriptions of these exceptions. Any question, please give me a call at (951) 276-6624 ext. 252. Thanks.

EXHIBIT A  
DESCRIPTION OF LAND

**APPENDIX B**

**SITE MAP**



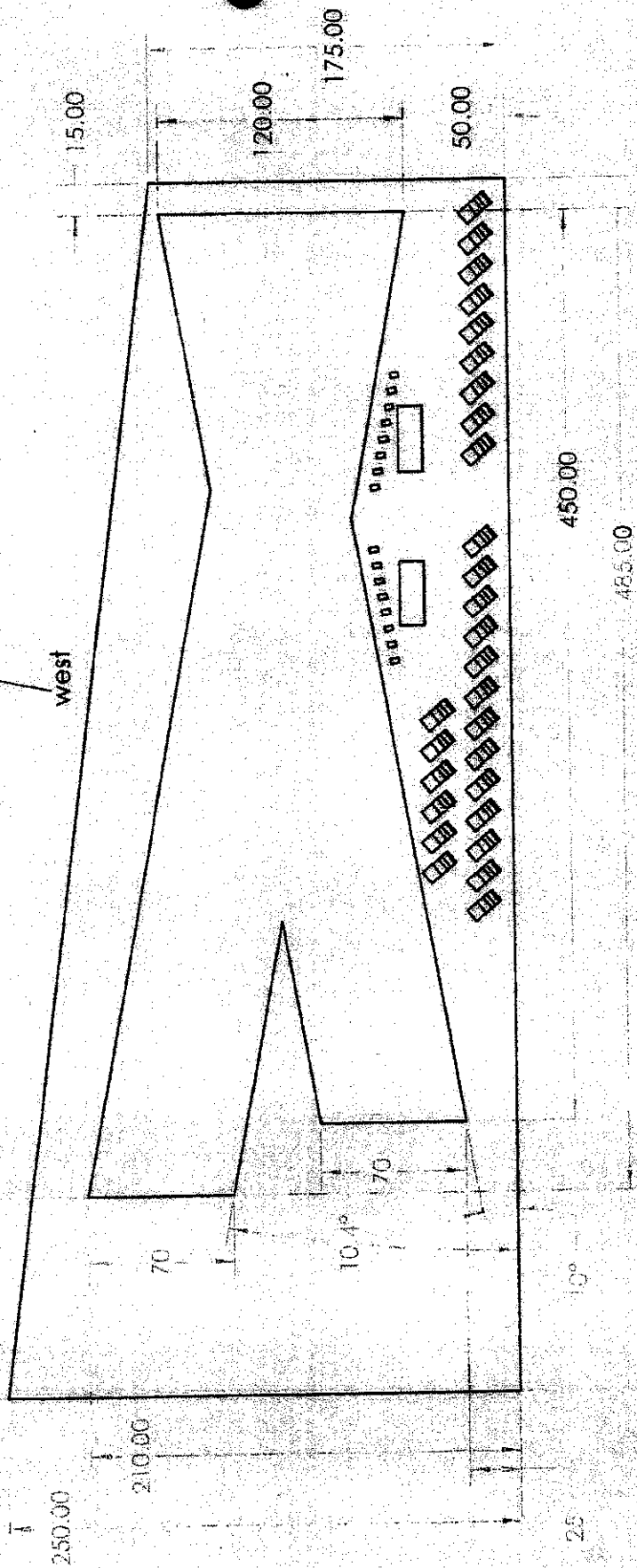
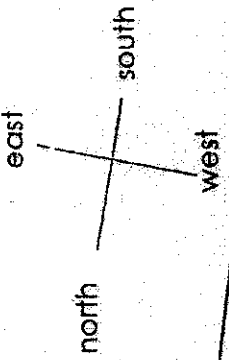
————— Approximate Site Boundary

ENVIRONMENTAL

Site Map  
Page Property  
Valley Center, California 92082

Work Order No. 10-061SD	Report Date September 2010	Drawn By: CMP
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*MS*

UNLESS OTHERWISE SPECIFIED:	NAME	DATE	TITLE	REV
DIMENSIONS ARE IN INCHES			Rincon 2	
TOLERANCES:	DRAWN			
FRACTIONAL 1	CHECKED			
ANGULAR MAGHS BEND 5	ENG APPR			
TWO PLACE DECIMAL 1	MFG APPR			
THREE PLACE DECIMAL 2				
INTERPRET GEOMETRIC TOLERANCING PER MATERIAL FINISH				
COMMENTS:				

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SCALE: 1:100WEIGHT: SHEET 1 OF 1