

RECEIVED
RES 4/13/07
PRO

Soboba Band of Luiseño Indians Oaks Retreat Property Fee-to-Trust Application



Est. June 19, 1883

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April 2007

SOBOBA BAND OF LUISEÑO INDIANS

P.O. BOX 487*SAN JACINTO, CA 92581*(951) 654-2765

RESOLUTION

RES. NO. CR07-ORFTA-16

RE: Submission of the Oaks Retreat Property Fee-to-Trust Application to the United States Department of the Interior, Bureau of Indian Affairs

WHEREAS, the Soboba Band of Luiseño Indians is organized under the Tribal Constitution enacted October 2, 1993; and

WHEREAS, the Tribal Council of the Soboba Band of Luiseño Indians on April 4, 2004 purchased two parcels of land totaling 477.65 acres contiguous with the northern boundary of the existing reservation; and

WHEREAS, the two parcels purchased are recognized by local government as Assessor Parcel Number 547-030-024 totaling 157.65 acres, and 547-080-010 totaling 320.00 acres; and

WHEREAS, the 477.65 acres are collectively known as the Oaks Retreat property; and

WHEREAS, the Soboba Band of Luiseño Indians has recently completed or is completing site improvements on the Oaks Retreat property that include athletic fields, locker rooms, parking space, water supply and wastewater infrastructure, restrooms, and concessions; and

WHEREAS, the Soboba Band of Luiseño Indians plans to use the existing structures for Tribal self-sufficiency and self-determination purposes in as-is condition with no expansion of the existing structures included in the proposed fee-to-trust conveyance action; and

WHEREAS, the Tribe would like to have the Bureau of Indian Affairs bring the property known as the Oaks Retreat property totaling 477.65 acres into federal trust on behalf of the Soboba Band of Luiseño Indians,

THEREFORE BE IT RESOLVED, the Tribal Council of the Soboba Band of Luiseño Indians authorizes Tribal Chairman, Robert Salgado Jr., to submit a Fee-to-Trust Application to the United States Department of the Interior, Bureau of Indian Affairs, and to execute Grant Deeds conveying the subject properties to the United States of America to be held in trust status for the Soboba Band of Luiseño Indians.

CERTIFICATION

We the elected members of the Tribal Council of the Soboba Band of Luiseño Indians do hereby certify that the foregoing Resolution was adopted by the Soboba Tribal Council at a duly held meeting convened on the Soboba Indian Reservation on April 17, 2007, by a vote 4 "FOR", 0 "AGAINST", and 0 "ABSTAINING", and such Resolution has not been rescinded or amended in any way.

Robert Salgado, Sr., Chairman

Rosemary Morillo

Rosemary Morillo, Vice-Chairwoman

Geneva Mojado

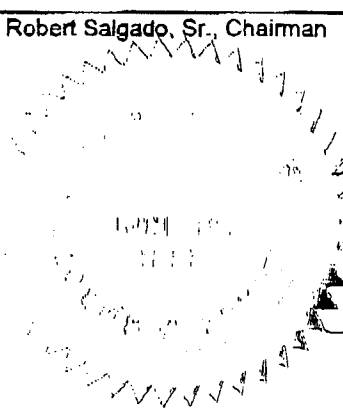
Geneva Mojado, Treasurer

Rose Salgado

Rose Salgado, Secretary

Julie Parcerro

Julie Parcerro, Member



SOBOBA BAND OF LUISEÑO INDIANS

P.O. BOX 487*SAN JACINTO, CA 92581*(951) 654-2765

RESOLUTION

RES. NO. CR07-TEOR-18

RE: Acceptance of Title Exceptions of the Oaks Retreat Property Fee-to-Trust Application to the United States Department of the Interior, Bureau of Indian Affairs

WHEREAS, the Soboba Band of Luiseño Indians is organized under the Tribal Constitution enacted October 2, 1993; and

WHEREAS, the final title commitments for the 477.65 acre property prepared by Orange Coast Title Company list the following exceptions to title:

- General and Special taxes for the fiscal year 2007-2008, including any assessments collected with taxes. A lien not yet payable; and
- The lien of supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq. of the revenue and taxation code of the State of California; and
- Rights of the public in and to any portion of the subject property lying within any lawfully established streets, roads, or highways; and
- Water rights, claims or title to water, whether or not shown by the public records; and
- A right of way granted to R.H. McDonald for the flowage of the water (Castile Canyon); and
- A right of way for ditches or canals constructed by the authority of the United States, as reserved in United States patent recorded October 19, 1893 in book 1, page(s) 51 and July 19, 1897 in book 2, page(s) 58 both of Deeds, records of Riverside County, California; and
- An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument:
 - Recorded:** book 433, page(s) 315 of Deeds.
 - For:** ingress, egress, construction and maintenance of pipe lines and also right to build highlines and for domestic water pipes and incidental purposes.
 - Affects:** the location of said easement cannot be determined from public records.
- Covenants, conditions and restrictions in an instrument recorded in book 433, page(s) 315 of Deeds, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to extent said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.

- An effect of an agreement by and between the Metropolitan Water District of Southern California and Robert E. Campbell recorded March 22, 1938 in book 366, page(s) 277, Official Records.
- An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument:
 - Recorded:** August 31, 1956 as Instrument No. 60970 in book 1965, page(s) 594, Official Records.
 - For:** water wells, pipe lines, power lines and incidental purposes.
 - Affects:** subject property.
- Covenants, conditions and restrictions in an instrument recorded August 31, 1956 in book 1965, page(s) 594, Official Records, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to extent said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons
- An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument:
 - Recorded:** December 12, 1958 as Instrument No. 90106, Official Records.
 - For:** Utilities and incidental purposes.
 - Affects:** subject property.
- An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument:
 - Recorded:** December 19, 1958 as Instrument No. 91904 in book 2384, page(s) 60, Official Records.
 - For:** public utilities and incidental purposes
 - Affects:** subject property.
- An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument:
 - Recorded:** February 1, 1977 as Instrument No. 17927, Official Records.
 - For:** poles, lines, conduits or underground facilities and incidental purposes.
 - Affects:** subject property.
- The effect of affidavits executed July 29, 1976 by James C. Ingerbretsen, Esq., recorded May 21, 1979 as Instrument No. 104078, 104079, and 104080 all of Official Records of Riverside County, California; and
- An instrument, upon the terms and conditions contained therein:
 - Entitled:** Certificate of Parcel Merger No. 699
 - Recorded:** July 6, 1990 as Instrument No. 90-250260, Official Records
- An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument:
 - Recorded:** June 29, 2005 as Instrument No. 05-05018433, Official Records.
 - For:** public utilities and incidental purposes
 - Affects:** subject property

WHEREAS, the Tribal Council has reviewed the exceptions to title summarized above and listed in the final title commitments to determine whether any of the exceptions will interfere with the Tribe's proposed use of the 477.65 acre property.

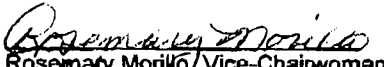
NOW, THEREFORE BE IT RESOLVED, the Tribal Council of the Soboba Band of Luiseño Indians finds that the exceptions to title listed in the final title commitments for the 477.65 acre property will not interfere with the Tribe's proposed use of the property.

BE IT FUTHER RESOLVED THAT the Tribal Council of the Soboba Band of Luiseño Indians requests that the Secretary of the Interior accept the above-referenced exceptions and take title to the 477.65 acre property in trust for the benefit of the Soboba Band of Luiseño Indians.


CERTIFICATION

We the elected members of the Tribal Council of the Soboba Band of Luiseño Indians do hereby certify that the foregoing Resolution was adopted by the Soboba Tribal Council at a duly held meeting convened on the Soboba Indian Reservation on April 17, 2007 by a vote 4 "FOR", 0 "AGAINST", and 0 "ABSTAINING", and such Resolution has not been rescinded or amended in any way.

Robert Salgado, Sr., Chairman



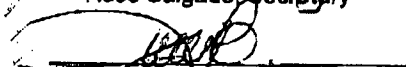
Rosemary Morillo, Vice-Chairwoman



Geneva Mojado, Treasurer



Rose Salgado, Secretary



Julie Parcer, Member

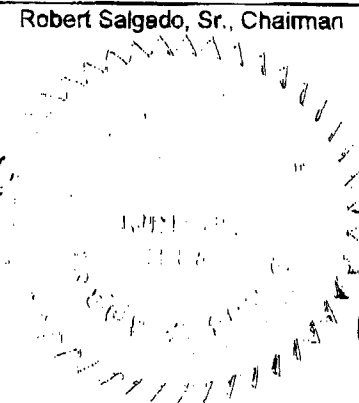


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1.0 Introduction and Historical Overview

The Soboba Band of Luiseño Indians (hereinafter, "Tribe") has prepared this Fee-to-Trust Application (hereinafter, "Application") for the transfer of 477.65± acres of land owned by the Tribe since April 4, 2004, known as the Soboba "Oaks Retreat" property, from fee-title to Federal trust status (altogether, the "Proposed Action"). This Application has been compiled for submission to the United States Department of the Interior, Bureau of Indian Affairs (BIA). The BIA has the review and approval authority for Indian tribes and Individual Indians requesting the Federal government to take land into trust under 25 C.F.R §151 pursuant to the authority of the Indian Land Consolidation Act of 1983 [25 U.S.C §2201, as amended].

1.1 Identity of Parties, Status of Subject Property

The Oaks Retreat property is currently owned by the Tribe, which retained deed of the property in April of 2004. The subject property is located in Riverside County, California, and is contiguous to the existing Soboba Reservation (hereinafter, "Reservation"). The property is specifically described in the deeds attached hereto and incorporated herein as **Exhibit A** of this Application. Proof of ownership is documented by the following records:

- Deed from (The Church of Scientology) to the Tribe recorded in the Riverside County Clerk's Office on April 4, 2004 as Instrument number 2004-0244691.

1.2 Soboba Reservation Property History

The Reservation was established by an Executive Order on June 19, 1883, which set aside 3,172.03 acres of land for the permanent use and occupation of the Mission Indians. However, the Reservation did not receive a Trust Patent until August 22, 1911. There were

several modifications made to the Reservation boundaries after its establishment in 1883, which included both addition of new land and taking some land out. Presently, the Reservation includes 6,865 acres of Trust lands. It is pertinent to note that substantial portions of the subject property that the Tribe wishes to be placed in trust was taken out of the original Reservation by an act of the first Executive Order on March 22, 1886. The following outlines the additions and deletions to the Reservation land since its establishment:

- On March 22, 1886, governed by Executive Order, 320.00 acres were subtracted in Section 28 T. 4 S., R. 1 E;
- On January 29, 1887, by Executive Order, 120.00 acres were subtracted in Section 28 T. 4 S., R. 1 E;
- On January 29, 1887, by Executive Order, 120.00 acres were added in Section 28 T. 4 S., R. 1 E;
- On December 29, 1891, by Executive order, 1,456.91 acres were added in Section 20, also including all of Section 29, T. 4 S., R. 1 E. and in sections 3, 4, and 5 of T. 5 S., R. 1 E;
- On June 25, 1900, a Fee Patent was issued to the Southern Pacific Railroad, reducing the Reservation by 32.84 acres in Section 9 T. 5 S., R. 1 E;
- On August 22, 1911, the Tribe purchased from the State of California 709.65 acres in Tract No. 8 in sections 31 and 32 of T. 4 S., R. 1 E., including fractional interests in sections 4, 5, and 7 of T. 5 S., R. 1 E;
- On June 10, 1913, by Trust Patent No. 340660, 68.90 acres were added in Section 21 T. 4 S., R. 1 E;
- On July 2, 1963, by Declaration of Taking by Army Corps of Engineers, 19.97 acres were subtracted from Parcel No. 4020-125A in Book 33, pages 48 to 62; and
- On November 1, 1988, by Public Law 100-581, 880.00 acres were added in sections 20, 33, and 34 T. 4 S., R. 1 E.

1.3 Soboba Reservation Location and Setting

The Reservation is located at the base of the San Jacinto Mountains, in the upper San Jacinto River Basin. The San Jacinto River flows along the western boundary of the Reservation. The irregular configuration of the Reservation stretches eastward to the boundary of the San Bernardino National Forest, and westward and southward to the cities of San Jacinto and Hemet, respectively, in Riverside County, California (see **Figure 1-1**). The existing Reservation is comprised of 6,865 acres of rolling hills, deep ravines, river bottom, and a fairly level alluvial fan near the San Jacinto River. Elevations within the boundaries range from approximately 1,600 feet above sea level at the San Jacinto River to approximately 2,600 feet above sea level in the northeastern and southeastern portions of the Reservation. Groundcover in the area consists of native chaparral, salt-bush, small juniper, and some

annual grasses. The Poppet and Indian Creeks generally traverse the Reservation from the northeast to the southwest, emptying into the San Jacinto River. The San Jacinto River and both the above mentioned creeks generally remain dry. The prevailing wind direction pattern on the Reservation is northeast to southwest.

1.4 Cultural Setting and Tribal Determination

Tribal elders have consistently introduced younger generations to the Tribe's rich history along the foothills of the San Jacinto Mountains, sharing stories of their ancestors who cultivated Tribal land and utilized its resources to benefit the Tribe for generations to come. Tribal families have survived many years of hardships, weathering storms, fires, droughts, sickness, and poverty. These families have existed for generations amongst the wealth of resources found in these beautiful, rolling green hills, preserved with mighty Oak trees and softened by the native chaparral, salt-bush, small juniper, and annual grasses. There are memories of children, parents, and grandparents waiting in lines to bathe in the natural hot springs and, when required, mud from the edges of the springs was applied to their bodies for healing purposes. There was a period when Tribal families were forced out of their homes along the beautiful rolling hillsides due to flooding from the watershed at higher elevations. In the 1940s and 1950s, the watershed was rerouted by the current water management agency, and the families were able to move back to this land. Unfortunately, by that time the Executive Order had been issued and the new Reservation boundary did not include this section of the property. Thus, the Tribe essentially lost a portion of its aboriginal land.

This Application hopes to reaffirm the Tribe's commitment in preserving and protecting the land and resources of its ancestors. Through its numerous economic development projects, the Tribe is committed to regaining its aboriginal territory and preserving the cultural resources for generations to come. It is the intent of this Application to meet the requirements of 25 C.F.R §151, and to demonstrate that impacts to the state or its political subdivisions are insignificant compared to the need of the Tribe. This will warrant that the 477.65± acres are taken into Federal trust and declared a part of the Reservation.

2.0 Statutory Criteria and Requirements

The BIA, as part of the U.S. Department of the Interior (DOI), is the Federal agency charged with reviewing and approving tribal fee-to-trust applications pursuant to 25 U.S. Code (U.S.C.) §465 and 25 Code of Federal Regulations (C.F.R) Part 151 to take land into Federal trust status. Section 25 C.F.R Part 151 states the authority, policy, and procedures governing the acquisition of land in trust status by the United States for Indian individuals and tribes. The applicability of the land acquisition policy is outlined in 25 C.F.R Parts 151.3(a)(1) and 151.3(a)(2). This policy applies to the proposed fee-to-trust transfer discussed herein, because the subject properties are adjacent to the Tribe's existing Reservation; and because the Tribe already owns an interest in the land. Furthermore, the transfer is subject to the Secretary of the Interior's (hereinafter, "Secretary") determination that the land is necessary for facilitating Tribal self-determination, economic development, or Indian housing [25 C.F.R Part 151.3(a)(3)].

The regulations state that requests for the approval of land acquisition need not be in any special form [25 C.F.R Part 151.9]; however, criteria have been established for on-Reservation acquisition in C.F.R Part 151.10. The remainder of this Application addresses these criteria.

2.1 Citation of Statutory Authority for Land Acquisitions [25 C.F.R Part 151.10(a)]

This Application and request is submitted pursuant to Section 203 of the Indian Land Consolidation Act of 1983 [25 U.S.C §2205, as amended]. The acquisition is requested specifically under the provision of 25 C.F.R Part 151.10, for lands "located within or contiguous to an Indian Reservation." This acquisition will not be used for gaming purposes and is, accordingly, not subject to review by the BIA Indian Gaming Office or under Section 20 of the Indian Gaming Regulatory Act of 1988 [25 U.S.C §2719].

2.2 Federally-Recognized Indian Tribe

The Soboba Band of Luiseño Indians is a Federally-recognized Indian tribe, possessing sovereign status and powers by virtue of such recognition (Federal Register, Vol. 70, No. 226, p. 71194, November 25, 2005 – attached as **Exhibit B** of this Application).

2.2.1 Tribal Constitution

The Tribal Constitution has been approved and is recognized by the U.S. Federal Government (attached as **Exhibit C** of this Application).

3.0 Tribal Action and Request for Trust Status

On April 17, 2007, the Tribal Council of the Tribe duly adopted Resolution # _____ (attached as **Exhibit D** of this Application), granting authority to the Tribal Chairman to execute deeds and authorizing the submission of a fee-to-trust application to the BIA. This Application requests that the Secretary accept title into trust two parcels (477.65± acres) of land, contiguous to the Tribe's existing Reservation, for the benefit of the Tribe.

3.1 Description of the Oaks Retreat Property and Project Location [25 C.F.R §151.13]

The Oaks Retreat property is located immediately north of the existing Reservation (see **Figure 3-1**). The property contains structures associated with the former School of Scientology, including a school-house, an arts and crafts center, a film-screening room, a dormitory, a cottage, and a few farm storage facilities. Access to the property is via Castile Canyon Road, which traverses the length of the property from south to north. In 2002, the United States Fish and Wildlife Service (FWS) designated approximately 33,300 acres as critical habitat for the protection and conservation of the San Bernardino kangaroo rat (*Dipodyms merriami parvus*) in the San Bernardino and Riverside Counties. About 700 acres of this designation is on the Reservation land, of which 82 acres are located in the southwestern corner of the Oaks Retreat property.

Geographically, the Oaks Retreat property rests in the foothills on the west side of the San Jacinto Mountains that separate the San Jacinto River Basin to the west from Coachella Valley on the east. The property ranges in elevation from approximately 545 meters (1,790 feet) to 822 meters (2,700 feet) above mean sea level. Characteristic vegetation communities occurring within the regional vicinity of the property include oak woodland, coastal sage scrub, and non-native grassland. Riparian and seasonally wet areas are also found within the vicinity, and include southern mixed riparian forest, freshwater marsh, and ephemeral streams. The Oaks Retreat property is adjacent to the Reservation, and is within

Attention

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed.

Thank you for your support of **Orange Coast Title of the Inland Empire**. We hope that this makes your job a little easier.

Exhibit "A"

Parcel 1:

The North half of the Northeast quarter and that portion of the Southwest quarter of the Northeast quarter of section 28, Township 4 South, range 1 East, San Bernardino Base and Meridian, lying Northerly of a line 400 feet Northerly of and parallel with the South boundary line of the Northeast quarter of said Section 28.

Together with the Southeast quarter of the Northeast quarter and the South 400.00 feet of the Southwest quarter of the Northeast quarter of Section 28, Township 4 South, Range 1 East, San Bernardino Base and Meridian, as shown by United States Government Survey.

Together with the East half of the Southwest quarter and the North half of the Southeast quarter, Section 28, Township 4 South, Range 1, East, San Bernardino Base and Meridian, as shown by United States Government Survey.

Except therefrom all oil, gas, mineral, and other hydrocarbons, as reserved in instruments of record.

Parcel 2:

The Southeast quarter of section 21, Township 4 South, Range 1 East, San Bernardino Base and Meridian.

Except therefrom all oil, gas, mineral, and other hydrocarbons, as reserved in instruments of record.

STATEMENT OF FACTS

CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

This statement is to be signed personally by each party to the transaction and by both husband, wife or domestic partner before title insurance can be written. When filled in completely it will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries, and speed the completion of your transaction.

MY FULL NAME (First, Middle, Last) _____ Date of Birth: _____
Business Ph: _____ Home Ph: _____ Birthplace: _____
SS# _____ Driver's License No. _____ Expiration Date _____ State Issued _____
I have lived continuously in the USA since: _____
Full name of spouse/domestic partner: (First, Middle, Last) _____
Spouse/domestic partner's Birthplace: _____ Date of Birth: _____
Spouse/domestic partner's SS# _____ I have lived continuously in the USA since: _____
We were married/legally joined on : _____ at _____
Spouse/domestic partner's maiden name: _____

RESIDENCES & OCCUPATIONS DURING PAST 10 YEARS

Street _____ City _____ From _____ to _____
Street _____ City _____ From _____ to _____
Street _____ City _____ From _____ to _____

OCCUPATIONS

(Husband/Domestic partner) Firm Name: _____ Location: _____
Firm Name: _____ Location: _____
Firm Name: _____ Location: _____
(Wife/Domestic partner) Firm Name: _____ Location: _____
Firm Name: _____ Location: _____
Firm Name: _____ Location: _____

(If no former marriage/union, write "none" Otherwise complete the following)

Any Former Marriages Name of former wife/domestic partner: _____
Deceased: ___ Divorced: ___ Interlocutory: ___ Final: ___ When: ___ Where: ___
Name of former husband/domestic partner: _____
Deceased: ___ Divorced: ___ Interlocutory: ___ Final: ___ When: ___ Where: ___
(check one item - fill in date & place)

There are no leases, defects, encumbrances, adverse claims, or other matters affecting said property other than as Shown on the Preliminary Report prepared by: _____
Bearing the above referenced order number dated: _____
There is no-one in possession or entitled to possession of said property other than the Vestee shown in said Preliminary Report except: _____
There is no work of improvement in progress and no such work has been completed within one year of this date:
(Circle One) YES NO

The Street address of the property in this transaction is: _____
Single Family Residence: _____ Multiple Residence: _____ Commercial: _____ Vacant Land: _____
Occupied By: Owner: _____ Lessee: _____ Tenants: _____
Is any portion of new loan funds to be used for construction? (circle one) YES NO

Date: _____
Order No: 783098-10 _____ (Signature)
_____ (Signature)

Identification Information

Assessment Number: 547030024-1
 Property Type: Real
 Tax Rate Area: 091
 Bill Number: 000611905

Address Information

Property Address: No property address information available

157.65 ACRES M/L IN POR SE 1/4 OF SEC 21 T4S R1E FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS

2006 Value(s)

| | |
|----------------------------|----------------|
| Land | \$1,307,292.00 |
| Total Value | \$1,307,292.00 |
| Net Value After Exemptions | \$1,307,292.00 |

Exemption(s)

No exemption(s) on file \$0.00

Tax Details

| | |
|--------------------------|--------------|
| Tax Rate: | 1.014070 |
| Tax Due: | \$ 13,256.84 |
| Special Assessment Due: | \$ 0.00 |
| Total Due: | \$ 13,256.84 |
| ↳ Detail | \$ 13,256.84 |
| Paid To Date: | \$ 13,256.84 |
| Payment Status: | Paid in full |
| Last Updated: | 03/30/2007 |

Installments:

| | Due Date: | Amount Due: |
|-------------------------------------|------------|-------------|
| Installment 1-Taxes and Assessments | 12/10/2006 | \$.00 |
| Installment 2-Taxes and Assessments | 04/10/2007 | \$.00 |



There is no tax due at this time. If you have further questions about this account, please contact the agency.

Total Due \$.00

Identification Information

Assessment Number: 547080010-3
 Property Type: Real
 Tax Rate Area: 091
 Bill Number: 000611906

Address Information

Property Address: No property address information available

320.00 ACRES M/L IN POR SEC 28 T4S R1E FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS

2006 Value(s)

| | |
|----------------------------|----------------|
| Land | \$2,653,558.00 |
| Structures | \$512,868.00 |
| Total Value | \$3,166,426.00 |
| Net Value After Exemptions | \$3,166,426.00 |

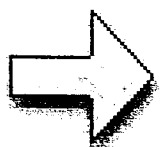
Exemption(s)

No exemption(s) on file \$0.00

Tax Details

| | |
|-------------------------|---------------------------------------|
| Tax Rate: | 1.014070 |
| Tax Due: | \$ 32,109.76 |
| Special Assessment Due: | \$ 0.00 |
| Total Due: | \$ 32,109.76 |
| | <input type="button" value="Detail"/> |
| Paid To Date: | \$ 32,109.76 |
| Payment Status: | Paid in full |
| Last Updated: | 03/30/2007 |

| Installments: | Due Date: | Amount Due: |
|-------------------------------------|------------|-------------|
| Installment 1-Taxes and Assessments | 12/10/2006 | \$0.00 |
| Installment 2-Taxes and Assessments | 04/10/2007 | \$0.00 |
| | Total Due | \$0.00 |



There is no tax due at this time. If you have further questions about this account, please contact the agency.

**Exhibit G – Riverside County, California Documentation of Property
Tax Obligations of Subject Property**

Exhibit H: (Draft) Copy of the Proposed Deed to the United States of America in Trust for the Soboba Band of Luiseño Indians

Exhibit I - Signed and Executed Resolution evidencing signature authority and a draft copy of the Resolution accepting the title exceptions

Exhibit J - Commitments for Title Insurance

Form No. 1402.70.92
(10-17-92)
Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title;

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

BY

Gary L. Keruott

PRESIDENT

ATTEST

Mark R. Anderson

SECRETARY

200023



ORANGE COAST TITLE COMPANY
1955 HUNTS LANE, 2ND FLOOR
SAN BERNARDINO, CALIFORNIA 92408
(909) 825-8800

N E A On Behalf Of Soboba Of Luisenio Indians
12009 NE 99th Street, Suite 1410
Vancouver, WA 98682

Attn: Ben Pogue

Ref/Loan No.: Soboba

Date: April 9, 2007

Thank you for allowing us to serve your title insurance needs. Attached, please find the following:

- Preliminary Report
- X Original Policy
- Copy Policy
- Duplicate Original Policy
- Endorsements(s)
- Other: Original Recorded Deed of Trust

ALTA Owners Policy

Schedule A

| | | | |
|-----------------|-----------------|----------|------------|
| Liability: | \$ 7,000,000.00 | Premium: | \$6,523.20 |
| Order No.: | 783098-10 | Policy: | 200023 |
| Loan No.: | Soboba | | |
| Date of Policy: | March 30, 2007 | | |
| Time: | 8:00 A.M. | | |

1. Name of insured:

The Soboba Band of Luiseno Indians

2. The estate or Interest in the Land Described in Schedule "A" and which is covered by this policy is:

A fee

3. The estate or interest referred to herein, is at date of policy vested in:

The Soboba Band of Luiseno Indians

ALTA Owners Policy

Schedule A (continued)

4. The land referred to in this report is situated in the state of California county of Riverside and is described as follows:

Parcel 1:

✓ The North half of the Northeast quarter and that portion of the Southwest quarter of the Northeast quarter of section 28, Township 4 South, range 1 East, San Bernardino Base and Meridian, lying Northerly of a line 400 feet Northerly of and parallel with the South boundary line of the Northeast quarter of said Section 28.

Together with the Southeast quarter of the Northeast quarter and the South 400.00 feet of the Southwest quarter of the Northeast quarter of Section 28, Township 4 South, Range 1 East, San Bernardino Base and Meridian, as shown by United States Government Survey.

✓ Together with the East half of the Southwest quarter and the North half of the Southeast quarter, Section 28, Township 4 South, Range 1, East, San Bernardino Base and Meridian, as shown by United States Government Survey. Said legal conforms to Certificate of Parcel Merger No. 699 recorded July 6, 1990 as instrument no. 250260 of Official Records.

Except therefrom all oil, gas, mineral, and other hydrocarbons, as reserved in instruments of record.

Parcel 2:

✓ The Southeast quarter of section 21, Township 4 South, Range 1 East, San Bernardino Base and Meridian.

Except therefrom all oil, gas, mineral, and other hydrocarbons, as reserved in instruments of record.

ALTA Owners Policy

Schedule B – Part I

Exceptions From Coverage

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

1. Taxes or assessments which are not shown as existing liens by the records of taxing authority that levies taxes or assessments on real property or by the public records.

ALTA Owners Policy

Schedule B – Part II

-
1. General and Special taxes for the fiscal year 2007-2008, including any assessments collected with taxes. A lien not yet payable.

 2. Second installment General and Special taxes for the fiscal year 2006-2007, including any assessments collected with taxes.

| | |
|-----------------|-------------------------|
| 1st installment | \$16,054.88 paid |
| 2nd installment | \$16,054.88 open |
| Penalty | \$1,625.49 (after 4-10) |
| Code area | 091-013 |
| Parcel No. | 547-080-010-3 |
| Exemption | \$0 |

The above taxes cover Parcel 1.

 3. Second installment General and Special taxes for the fiscal year 2006-2007, including any assessments collected with taxes.

| | |
|-----------------|-----------------------|
| 1st installment | \$6,628.42 paid |
| 2nd installment | \$6,628.42 open |
| Penalty | \$682.84 (after 4-10) |
| Code area | 091-013 |
| Parcel No. | 547-030-024-1 |
| Exemption | \$0 |

The above taxes cover Parcel 2.

 4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq. of the revenue and taxation code of the State of California.

 5. Rights of the public in and to any portion of said land lying within any lawfully established streets, roads or highways.

 6. Water rights, claims or title to water, weather or not shown by the public records.

 7. A right of way granted to R. H. McDonald for the flowage of the water (Castile Canyon).

 8. A right of way for ditches or canals constructed by the authority of the United States, as reserved in United States patent recorded October 19, 1893 in book 1, page(s) 51 and July 19, 1897 in book 2, page(s) 58 both of Deeds, records of Riverside County, California.

 9. An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument

| | |
|-----------|--|
| Recorded: | in book 433, page(s) 315 of Deeds. |
| For: | ingress, egress, construction and maintenance of pipe lines and also the right to build highlines and for domestic water pipes and incidental purposes |
| Affects: | the location of said easement cannot be determined from the public records. |

Exceptions Continued

10. Covenants, conditions and restrictions in an instrument recorded in book 433, page(s) 315 of Deeds, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.
- "NOTE: section 12956.2 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."
11. The effect of an agreement by and between the Metropolitan Water District of Southern California and Robert E. Campbell recorded March 22, 1938 in book 366, page(s) 277, Official Records.
12. An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument
Recorded: August 31, 1956 as Instrument No. 60970 in book 1965, page(s) 594, Official
Records.
For: water wells, pipe lines, power lines and incidental purposes
Affects: said land.
13. Covenants, conditions and restrictions in an instrument recorded August 31, 1956 in book 1965, page(s) 594, Official Records, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.
- "NOTE: section 12956.2 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."
14. An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: December 12, 1958 as Instrument No. 90106, Official Records
For: utilities and incidental purposes
In favor of: California Electric Power Company
Affects: said land.
15. An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: December 19, 1958 as Instrument No. 91904 in book 2384, page(s) 60, Official
Records
For: public utilities and incidental purposes
In favor of: California Electric Power Company
Affects: said land.
16. An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: February 01, 1977 as Instrument No. 17927, Official Records
For: poles, lines, conduits or underground facilities and incidental purposes
In favor of: Southern California Edison Company
Affects: said land.
17. The effect of affidavits executed July 29, 1976 by James C. Ingerbretsen, Esq., recorded May 21, 1979 as Instrument No. 104078, 104079 and 104080 all of Official Records of Riverside County, California.
18. An instrument, upon the terms and conditions contained therein
Entitled: Certificate of Parcel Merger No. 699
Recorded: July 6, 1990 as Instrument No. 90-250260, Official Records

Exceptions Continued

19. An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: June 29, 2005 as Instrument No. 05-0518433, Official Records
For: public utilities and incidental purposes
In favor of: Southern California Edison Company
Affects: said land.

End of Exceptions

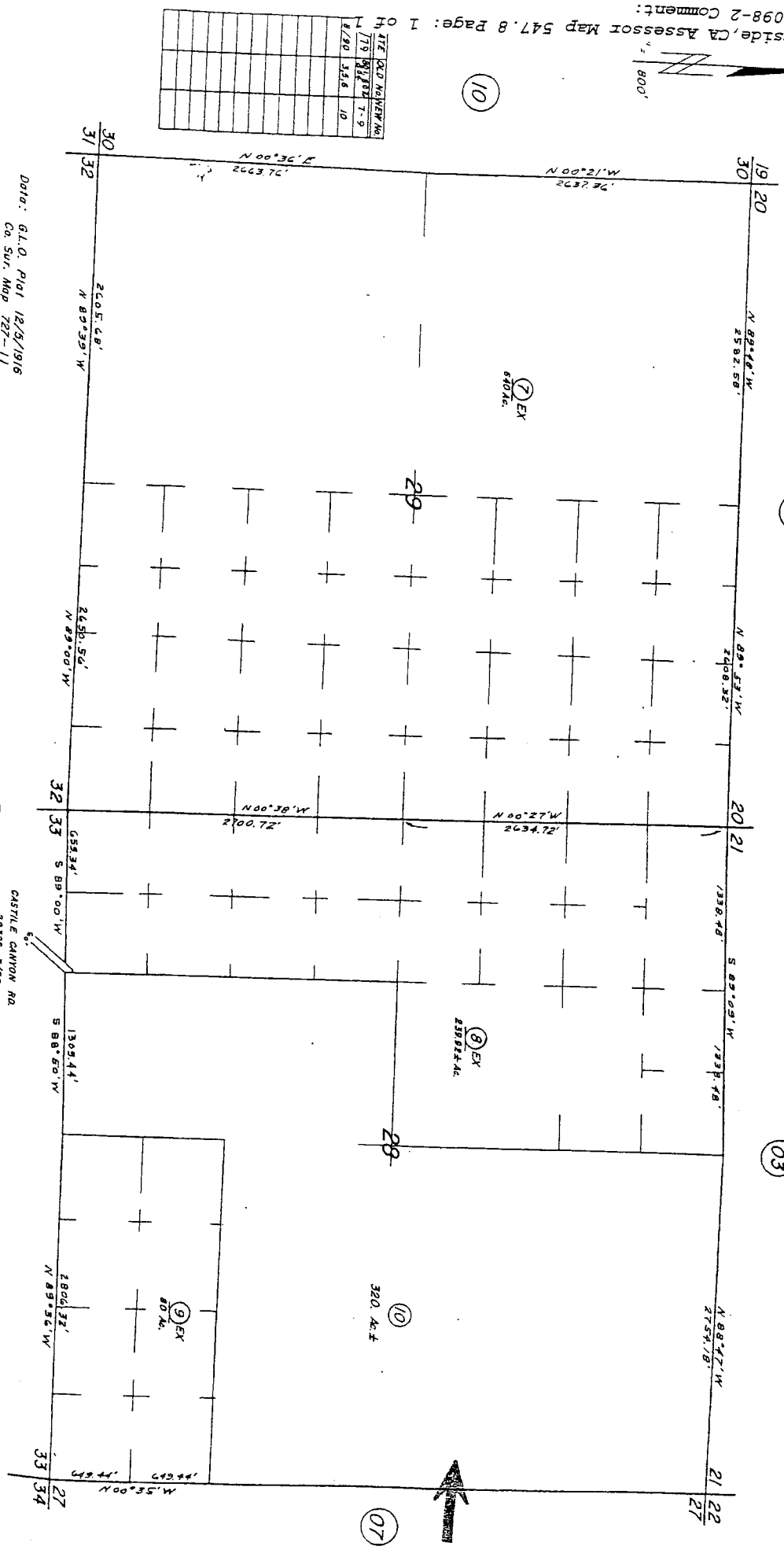
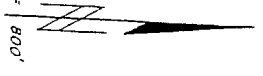
/sg

547-08

T.C.A. 9/1/3

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Description: Riverside, CA Assessor Map 547.8 Page: 1 of 4
Order: 10-00000783098-2 Comment:



| ACRES | OLD NUMBER | NEW NUMBER |
|-------|------------|------------|
| 1.79 | 24188 | 7-9 |
| 8.80 | 3316 | 10 |

Date: G.L.D. Plat 12/3/1916
Co. Sur. Map 727-11

MAY 1970

ASSESSOR'S MAP BK. 547 PG. 08
RIVERSIDE COUNTY, CALIF.

ORANGE COAST TITLE OF THE INLAND EMPIRE PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

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

Confidentiality and Security

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

Opting Out

We may also share the information we collect about you within our family of companies (our “Affiliated Companies”). We may also provide this information to companies that perform marketing or other services on our behalf, or on behalf of our Affiliated Companies (“Service Providers”). However, we will not share this information with our Affiliated Companies or our Service Providers if you choose to opt out, in writing. To opt out, please use the form entitled “Request Not to Share Nonpublic Personal Information”, which is attached hereto. This form provides instructions on how to request us not to share information with third parties.

Please be aware that Orange Coast Title of the Inland Empire and its Affiliated Companies maintain high standards to safeguard nonpublic, personal information, and do not rent or sell such information. Please note, however, that unless you opt out in writing, our Affiliated Companies and Service Providers will have access to the information in our files.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy and the ability to opt out (as required by law) before the new policy becomes effective.

Exhibit "B"**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof.
 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6/2/98) &
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/17/98) EXCLUSIONS FROM COVERAGE**

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:
1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: (a) building; (b) zoning; (c) Land use; (d) Improvements on Land; (e) Land division; (f) environmental protection. This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17, or 24.
 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
 3. The right to take the Land by condemning it, unless (a) notice of exercising the right appears in the Public Records at the Policy Date; (b) the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
 4. Risks: (a) that are created, allowed, or agreed to by you, whether or not they appear in the Public Records; (b) that are known to you at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; (c) that result in no loss to You; or (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8, d, 22, 23, 24 or 25.
 5. Failure to pay value for Your Title.
 6. Lack of a right: (a) to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS FROM COVERAGE**

- In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:
1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning: land use, improvements on the land, land division or environmental protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
 2. The right to take the land by condemning it, unless: a notice of exercising the right appears in the public records, on the Policy Date, the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
 3. Title Risks: that are created, allowed, or agreed to by you; that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records; that result in no loss to you; that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 4. Failure to pay value for your title.
 5. Lack of a right: to any land outside the area specifically described and referred to in Item 3 of Schedule A ; OR in streets, alleys, or waterways that touch your land.

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

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE &
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to date of policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer; or of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) &
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

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

SCHEDULE B - EXCEPTIONS FROM COVERAGE

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
 2. Any facts, rights, interests or claims 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.
 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

1. ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A REDUCTION IN THE DIMENSIONS OR AREA OF THE LAND, OR THE EFFECT OF ANY VIOLATION OF ANY SUCH LAW, ORDINANCE OR GOVERNMENTAL REGULATION.
2. RIGHTS OF EMINENT DOMAIN OR GOVERNMENTAL RIGHTS OF POLICE POWER UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS (a) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT; (b) NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO THE INSURED CLAIMANT EITHER AT DATE OF POLICY OR AT THE DATE SUCH CLAIMANT ACQUIRED AN ESTATE OR INTEREST INSURED BY THIS POLICY AND NOT DISCLOSED IN WRITING BY THE INSURED CLAIMANT TO THE COMPANY PRIOR TO THE DATE SUCH INSURED CLAIMANT BECAME AN INSURED HEREUNDER; (c) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT; (d) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR (e) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (i) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (ii) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (a) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (b) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule C, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule C consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required

otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice, (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 1 First American Way, Santa Ana, California, or to the office which issued this policy.

approximately two to four miles of major urban and agricultural developments (i.e., the city of San Jacinto and the San Jacinto River valley). The climate of the area is temperate and arid. The mean temperature is 52 degrees Fahrenheit in the winter and 80 degrees Fahrenheit during the summer months, with an average precipitation of approximately 12.5 inches per year.

The Poppet Creek passes through the length of the Oaks Retreat property as an ephemeral drainage. It originates in the northeast slopes of Ranger Peak (elevation 1,540 meters [5,052 feet]), and is one of several drainages on the east side of the San Jacinto Mountains. The upper 0.5 miles of Poppet Creek on the Oaks Retreat property passes through a steep-sided canyon with areas of exposed bedrock. Over the next 1.2 miles (1.9 kilometers), the stream channel within the property widens and passes through lower foothills, and includes alluvium deposits and floodplain terraces. Poppet Creek joins the San Jacinto River approximately two miles (3.2 kilometers) below the Oaks Retreat property. The creek is subject to seasonally high intensity flows. A two-lane paved road on the property parallels the lower portion of Poppet Creek, providing access to a developed campus of buildings, dormitories, and outdoor recreational facilities near the center of the property, and a presently ongoing softball complex and baseball park development. The campus is landscaped with irrigated ornamental vegetation. Other unimproved dirt roads pass through the property, and are adjacent to it. Land use in areas surrounding the property includes scattered residences, water storage facilities, and citrus groves.

The Tribe requests a total of two parcels encompassing 477.65± acres of land be taken into trust. These parcels of land were purchased by the Tribe on April 6, 2004. The following describes the parcels proposed in this Application to be taken into trust:

Parcel 1: Three-hundred and twenty (320.00±) acres located in Riverside County, California, found as Assessor Parcel Number No. 547-080-010, such parcel lying east of Castile Canyon Road and south of Parcel 2 described below. Parcel 1 contains classrooms, maintenance areas, and agricultural buildings associated with the former School of Scientology operated by the Church of Scientology, as well as Tribal ventures including a completed football field and ongoing development of a four field softball complex, a 1,000-person capacity baseball park, and supporting facilities and infrastructural improvements. As indicated in **Table 3-1**, once ongoing developments are complete, this parcel will accommodate fourteen primary structures, several secondary structures, and athletic fields and facilities. The Legal Description and Preliminary Title Report for this parcel are attached as **Exhibit E** of this Application.

Parcel 2: One-hundred and fifty-seven (157.65±) acres located in Riverside County, California, found as Assessor Parcel Number No. 547-030-024, such parcel lying east of Castile Canyon Road and north of Parcel 1. No structures or facilities exist on this parcel. The Legal Description and Preliminary Title Report for this parcel are attached as **Exhibit F** of this Application.

**Table 3-1
Structures and Facilities on Oaks Retreat Property**

| Building No. | Building Description | Approx. Sq. Ft. | Year Built |
|--------------|------------------------------|--------------------|------------|
| 1 | Dormitory | 5,750 | 1970's |
| 2 | Cottage | 1,200 | 1940's |
| 3 | School House | 1,680 | 1940's |
| 4 | Pool House | 1,000 | 1992 |
| 5 | Main House | 5,250 | 1940's |
| 6 | Six Outbuildings | 500 | 1980's |
| 7 | Tractor Barn | 2,800 | 1998 |
| 8 | Farm Warehouse | 8,400 | 1998 |
| 9 | Arts & Crafts Center | 2,000 | 1940's |
| 10 | Storage Building | 1,200 | 1940's |
| 11 | Film Room | 380 | 1980's |
| 12 | Softball Complex Center | 900 | 2006/2007 |
| 13 | Softball Complex Bathroom | 420 | 2006/2007 |
| 14 | Softball Complex Bathroom | 420 | 2006/2007 |

Six easements for public utilities and incidental purposes are also included as exceptions to the parcels named in this Application: flood control and water conservation; private roads and incidental purposes; pipelines and incidental purposes; landscape and sprinkler maintenance; drainage, slopes, pedestrian, and golf cart circulation; and vehicular access. The Tribe has acknowledged the above noted exceptions, and has made provisions that none of these will interfere with, or be affected by, future development.

The subject parcels are not part of any California Land Conservation Act [California Government Code §51201), or the "Williamson Act", contract; therefore, the Proposed Action will not impact Williamson Act land.

4.0 Tribal Need for Additional Land [25 C.F.R §151.10(b)]

The Tribe's immediate need for this property hinges upon the documented fact that Tribal ancestors once inhabited this area. As articulated in the Cultural Resources Technical Report (see Section 3.5 and **Appendix B** in separately bound Environmental Assessment), this property has Indian settlement established by the General Land Office surveyor as early as the 1890s. The Tribe considers the acquisition of this land and protection of its future ownership and occupancy vital to Tribal members. Accordingly, the Tribe acquired fee-title interest in the subject properties on April 6, 2004. The Tribe's primary need is the complete preservation and reacquisition of all aboriginal land and it recognizes the Oaks Retreat property as aboriginal territory. Furthermore, once the ongoing development of the sports complex is complete, these facilities will facilitate Tribal economic diversity and prosperity.

4.1 Tribal Self-Determination and Government Operations

Accepting the subject lands into trust status will facilitate Tribal self-determination and allow the Tribe to exercise sovereignty over lands currently owned in fee-title. This expansion is, therefore, necessary in order to allow the Tribe to effectively manage ongoing and future economic development initiatives, preserve culturally valuable lands, and provide recreational opportunities to Tribal members and local communities.

The purpose of taking the 477.65± acres of land into trust is to facilitate the Tribe in rightfully exercising sovereignty over land that is currently owned by the Tribal Government. Owning this project site in fee-title does not allow the Tribal Government to exercise its complete powers over historical aboriginal territory. The lands were originally purchased to secure ownership of a culturally valuable area and control occupancy. Although these intentions can be realized by retaining fee-title ownership, the Tribal Government cannot exercise complete and sovereign powers over the Oaks Retreat property without influences from governmental bodies external to the Tribal Government.

Additionally, since taking the land into Federal trust will enable the Tribe to exercise sovereign powers over land that it owns, this autonomy will allow for greater self-sufficiency, particularly in the context of proposed uses, which are described in greater detail in the following sections.

4.2 Cultural Preservation and Educational Opportunity

The Tribe treasures the aboriginal lands inhabited by its ancestors, and is compelled to reacquire these lands as cultural and historical resources. Furthermore, additional trust lands will allow the Tribe to exercise sovereignty over culturally valuable lands, and to convey these cultural merits to Tribal youth through educational programs. The former owners of the Oaks Retreat property, the School of Scientology, used the facilities on the property (i.e. school house and arts and crafts center) for youth programs. These would be community assets on the Reservation.

The future welfare of the Tribe depends upon its ability to educate its youth to be dutiful and knowledgeable Tribal members. Therefore, it is paramount to the Tribe to educate its youth regarding the Tribal history and culture in order to ensure a healthy legacy. With nearly half of Tribal enrollment currently less than 18 years of age (see Socioeconomic Analysis, attached as **Appendix E** in separately bound Environmental Assessment), the Tribe has an immediate need for additional facilities to conduct on-Reservation cultural and educational programs.

4.3 Existing Demographic Characteristics and Land Uses

The population of the Tribe has increased in recent years. Concurrently, the population of eastern San Jacinto has also increased, and is expected to expand further. The eastern San Jacinto area has a few commercial locations, offering commonly used services such as food establishments, drug stores, and automobile cleaning and repair.

The current residential population on the Reservation consists of 401 individuals, including 314 enrolled Tribal members. The present housing inventory includes 128 wood framed single-family residences and 47 mobile homes on permanent foundations. The Tribal membership inventory recognizes 770 members, with 418 adult members, 98 members between the ages of 13 and 18 years, and 254 members up to 12 years of age. The Tribe recognizes the need for additional land, given both increases in the adult membership and the growing needs of emerging young families in the foreseeable future.

The Tribe has utilized most of its usable acreage for community services, such as recreation, public works, economic development, housing, and perhaps most importantly, education and cultural enrichment. Education is a key priority, and the Tribe has made specific provisions to address its educational needs by committing a substantial amount of acreage for the DQ University campus, the Noli Indian School for Junior and Senior High School Grades, and the Tribal Pre-School. The Tribe has also acknowledged the necessity to strengthen the competitive athletic program at the Noli Indian School, and the desire for recreational facilities serving the general membership. It has, therefore, constructed a sports complex designed to meet the needs of multiple groups. The sports complex provides such amenities as a swimming pool and a gymnasium containing an elaborate weight room organized with the finest fitness equipment available. Adjoining the sports complex are a picnic and barbeque area, a playground area, a pow-wow site, and paved parking sufficient for each facility. The Noli Indian School, sports complex, and surrounding recreational facilities are located in the same general area, cumulatively encompassing 16.8 acres.

Economic development ventures on the Reservation include a citrus plantation, and a casino and entertainment facility. The Tribe's current agricultural activities only pertain to a citrus grove of about 110 acres. The Casino and entertainment facility encompasses approximately 20.8 acres.

5.0 Purposes of the Proposed Transfer to Trust [25 C.F.R §151.10(c)]

In addition to utilizing the facilities that were present when the Tribe acquired the Oaks Retreat property, the Tribe proposes to use the property to support the ongoing development of a sports complex. Once this development is complete, the subject property will include the existing facilities, a football stadium, a baseball park, and a four-field softball complex. As mentioned in Section 4.0 of this Application, the need for the Proposed Action is to allow the Tribe to exercise complete sovereign powers over land that is owned by the Tribal Government.

5.1 Existing Environment

The subject property was formerly owned by the School of Scientology, which used the property for educational purposes, group retreats, and film production. **Figure 5-1** shows the property prior to the Tribe's ongoing or completed projects. Since claiming the property in fee-title, the Tribe has developed a football stadium that is home to a Tribally-owned semi-professional football team, the Soboba Warriors. **Figure 5-2** portrays the existing environment on the subject property, and includes characterizations of completed Tribal developments.



5.2 Ongoing Developments

Ongoing developments on the property include a four-field softball complex, a 1,000-person capacity baseball park, supporting facilities, and parking space. It is assumed that ongoing construction on the sports facilities would be completed prior to BIA action concerning the trust application. Grading and infrastructure improvements were initiated in December of 2006 and were essentially the only phase of development. The land where build-out has

occurred was previously used for agricultural production, but has not been cultivated in recent years. The "footprint" resulting from developments occurring on the subject property totals approximately 27 acres.

Superseded by amendment dtd 7/23/07

FIGURE 5-1: Oaks Retreat Property Prior to Ongoing or Completed Tribal Projects

-  Oaks Retreat Property
-  Reservation Boundary



ENTRIX

APRIL 2007



Source of Aerial Imagery: AirPhoto USA, February 2006

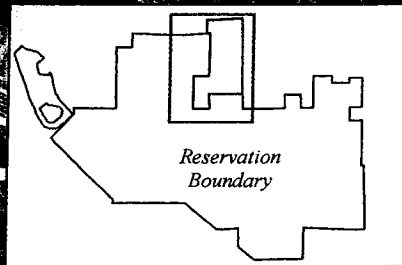
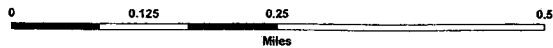
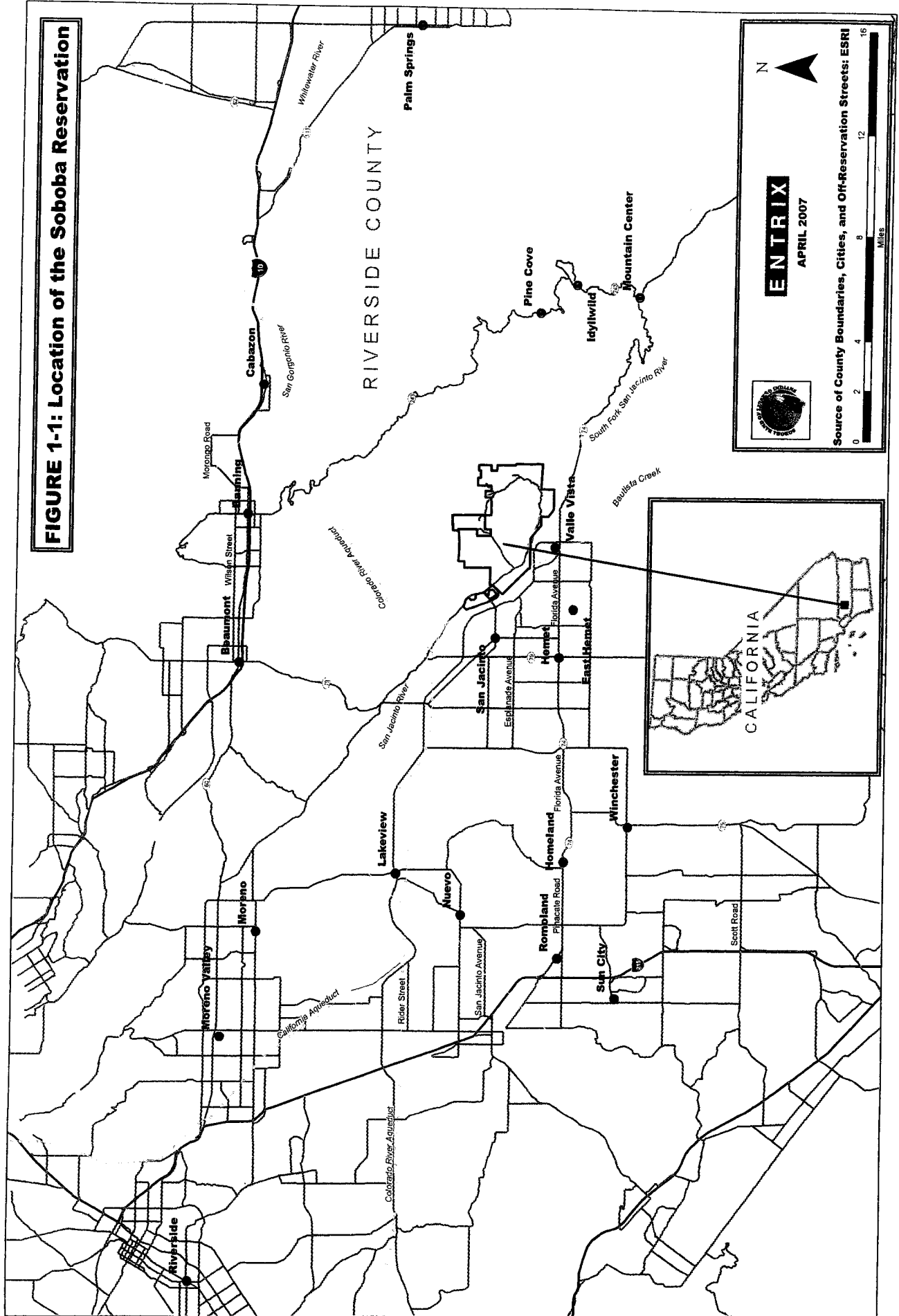


FIGURE 1-1: Location of the Soboba Reservation



ENTRIX
APRIL 2007


Source of County Boundaries, Cities, and Off-Reservation Streets: ESRI

0 2 4 8 12 16
Miles


FIGURE 3-1: Existing Soboba Reservation

Reservation Boundary
Tribal Property in Fee Title
Horseshoe Grande Property
Oaks Retreat Property
Four-Wheel Drive Road
Dirt Road
Paved Road




ENTRIX
APRIL 2007
Source of Aerial Imagery: AirPhoto USA February, 2006

0 0.25 0.5 Miles



San Bernardino County
Riverside County
Imperial County
San Diego County

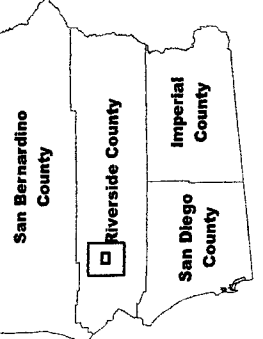



















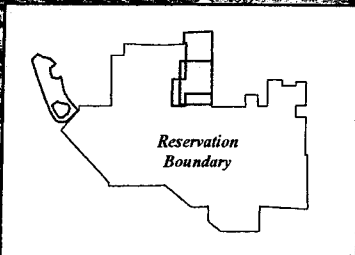
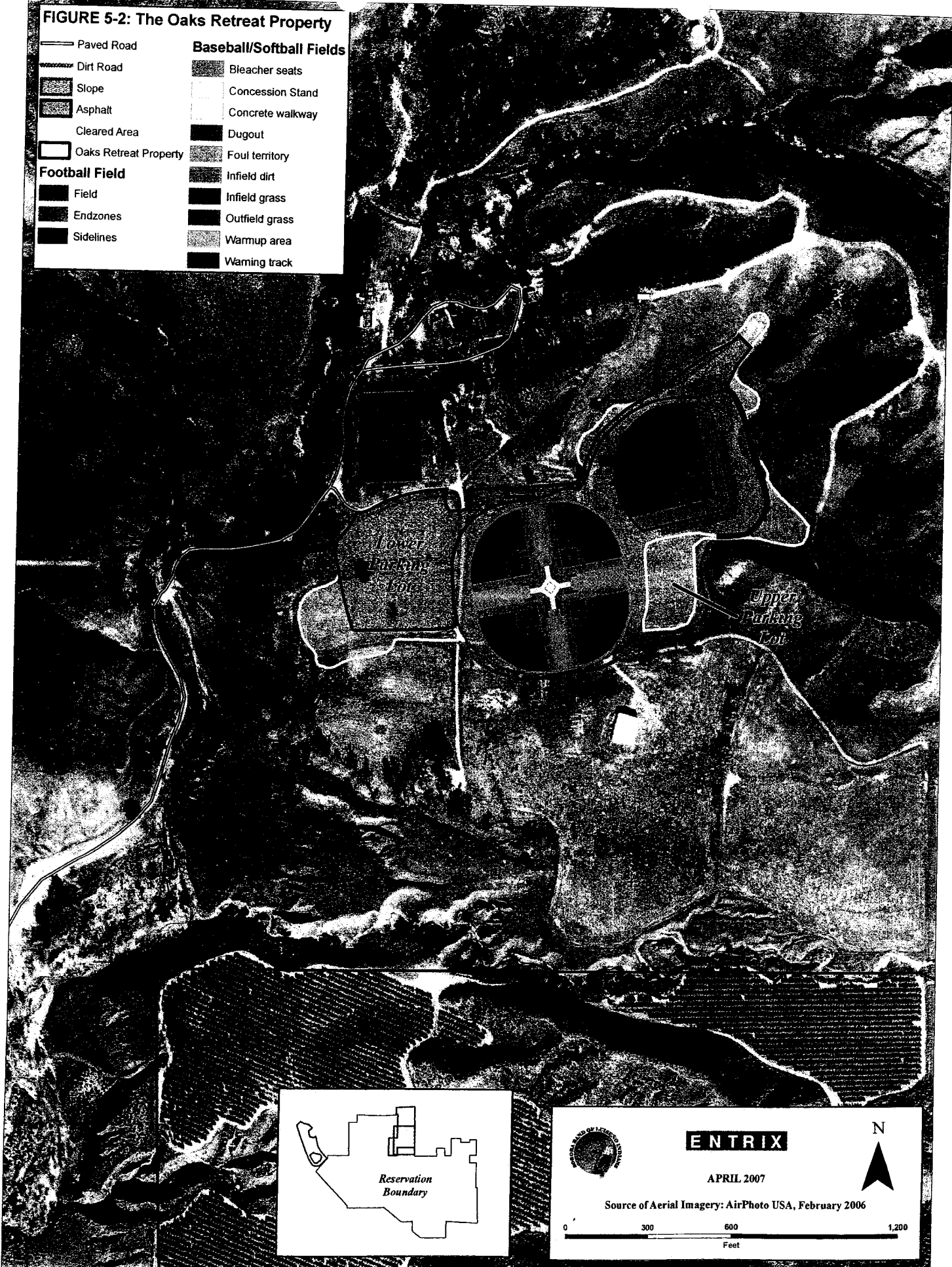



FIGURE 5-2: The Oaks Retreat Property

| | |
|---|--|
|  Paved Road | Baseball/Softball Fields |
|  Dirt Road |  Bleacher seats |
|  Slope |  Concession Stand |
|  Asphalt |  Concrete walkway |
|  Cleared Area |  Dugout |
|  Oaks Retreat Property |  Foul territory |
| Football Field |  Infield dirt |
|  Field |  Infield grass |
|  Endzones |  Outfield grass |
|  Sidelines |  Warmup area |
| |  Warning track |




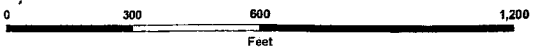


ENTRIX

APRIL 2007

Source of Aerial Imagery: AirPhoto USA, February 2006





0 300 600 1,200
Feet

6.0 Impacts of Fee-To-Trust Transfer on State and Local Governments [25 C.F.R §151.10(e)]

The fiscal implications for the state and its political subdivisions of transferring the proposed property into Federal trust are complex. If the Proposed Action is approved, the state and its political subdivisions will relinquish the subject property's property tax obligations. State, county, and municipal governments heavily depend on these revenues to conduct the business of public affairs. However, the lost revenues as a result of the Proposed Action are considered negligible in comparison to the benefits that the Tribe will receive if the Oaks Retreat property is granted Federal trust status.

Additionally, any future change in land use will likely require review by BIA and/or Indian Health Services. These agencies will have to meet the review requirements of the National Environmental Policy Act and the California Environmental Quality Act, and analyze the impacts any proposed development/change could have on human health and/or the environment in the project area. As a result, potential impacts to the state or its political subdivisions will most likely be addressed prior to any change to the existing land use(s).

6.1 Impacts on the State and Political Subdivisions Resulting from Removal from Property Tax Roles [25 C.F.R Part 151.10(e)]

As part of the evaluation of the Tribe's request for the acquisition of additional trust lands, the reviewing agencies will consider impacts to the state and political subdivisions, including any jurisdictional problems and potential conflicts of land use which may arise [25 C.F.R §151.10(f)]. Any negative impact to the State of California and/or Riverside County resulting from the Federal government's acceptance of this land into trust status as part of the Reservation would be so minuscule as to be virtually imperceptible. On the other hand, the impact on the Tribe and its members of not accepting this land into trust status could pose yet another obstacle for the Tribe in its quest to: 1) reclaim its traditional homelands lost during past decades; and 2) provide additional facilities for Tribal administrative and governmental

operations. The current Riverside County property tax obligations for the two parcels are presented in **Table 6-1**.

**Table 6-1
Parcel Property Taxes**

| Parcel | APN Number | Acres | Annual Taxes* |
|--------|---------------|--------|---------------|
| 1 | 547-080-010-3 | 320.00 | \$32,109.76 |
| 2 | 547-030-024-1 | 157.65 | \$13,256.84 |

* Figure represents property tax dues in 2006.

In 2006, the Riverside County Treasurer-Tax Collector billed the county property owners a total of \$2,559,448,076.06. In order to determine the impact of the Proposed Action on the county's tax base, it is important to look at the share of the two parcels' taxes in the total. The two parcels cumulatively account for \$45,366.60 annually, making up 0.0018 percent of the county's tax base. The 0.0018 percent is so diminutive that the impact is of no value and merits no consideration.¹ Presently, the Tribe has paid all tax obligations on the two subject parcels in full (Riverside County tax documentation is attached as **Exhibit G** of this Application).

Superseded by document dtd 7/23/07

¹ McDonnell, Paul, "Published Notice to Taxpayers," Office of the Treasurer-Tax Collector, Riverside County, California, <http://www.treasurer-tax.co.riverside.ca.us/notice.html>, accessed: April 2, 2007.

7.0 Possible Jurisdictional Conflicts [25 C.F.R §151.10(f)]

Contingent upon approval of the Proposed Action, the United States and the Tribe will have concurrent civil and criminal jurisdiction over any activities occurring on the Oaks Retreat property. The Tribe will be required to comply with all Federal laws. The State of California will exercise criminal jurisdiction over non-Indians in situations where there is no exclusive Federal or tribal criminal jurisdiction under 18 U.S.C. §1166. The Tribe would maintain exclusive control over land use and zoning issues on the Oaks Retreat property.

It is not likely that significant additional development will occur on the portions of the subject property that are already developed or being developed, as established in Section 5.0 of this Application. Currently, the Tribe does not plan any changes in the use of the vacant parcel. As stated in this Application, the Tribe's primary objective in having the Oaks Retreat property in Federal trust status is to reestablish its presence on aboriginal territories, and exercise sovereign authority to facilitate Tribal self-determination. Any development that does occur will have to be performed in compliance with all Federal laws. Consequently, any changes in the use of the subject property will have minimal impact on local and adjoining land uses, thus minimizing any potential jurisdictional conflicts.

7.1 Regulation of Criminal Activity on the Oaks Retreat Property

The land is presently subject to the full civil/regulatory and criminal/prohibitory jurisdiction of the State of California and Riverside County. Once it is accepted into trust and becomes part of the Reservation, the State of California will have the same territorial and adjudicatory jurisdiction over the land, as well as the persons and transactions on the land as the State has over other Indian Country within the State. Under 18 U.S.C. §1162 and 28 U.S.C. §1360 (P.L. 83-280), except as otherwise expressly provided in those statutes, the State of California would retain jurisdiction to enforce its criminal/prohibitory law as against all persons and conduction occurring on the land, and to adjudicate in state courts civil cases of

**Table 7-1
Well Characteristics of the Soboba Community Water System**

| Well Number | State No. (Location) | Year Drilled | Depth (Feet) | Pump Horsepower | Capacity (GPM) |
|--------------------|-----------------------------|---------------------|---------------------|------------------------|-----------------------|
| DW-1 | 5S1E5E1 | 1978 | 750 | 100 | 550 |
| DW-3 | 5S1E5F2 | 2000 | 1180 | 250 | 1100 |
| DW-4 | 5S1E5E2 | 2005 | 1172 | 250 | 1000 |

7.2.1.2 Oaks Reservation Water Supply System

The water supply system at the Oaks Retreat property was installed by the previous owner of the property, and permitted by Riverside County in 1990 as the Castile Canyon School System (Public Water System No. 3302054). The system reportedly served about 90 boarding school students and residents in addition to agricultural use.

Following purchase of the property by the Tribe, the system was virtually unused until 2005. Since 2005, the Tribe has upgraded the system and obtained an EPA Public Water System designation. **Figure 7-1** characterizes the Oaks Retreat property water supply system.

7.2.1.3 Expected Water Demand of Oaks Retreat Property

The Oaks Retreat property water system has been metered since January 2005. Water deliveries totaled slightly over six acre-feet in 2005, and about 39½ acre-feet in 2006. Water use by the system prior to purchase of the property by the Tribe was estimated at about 100 acre-feet per year.

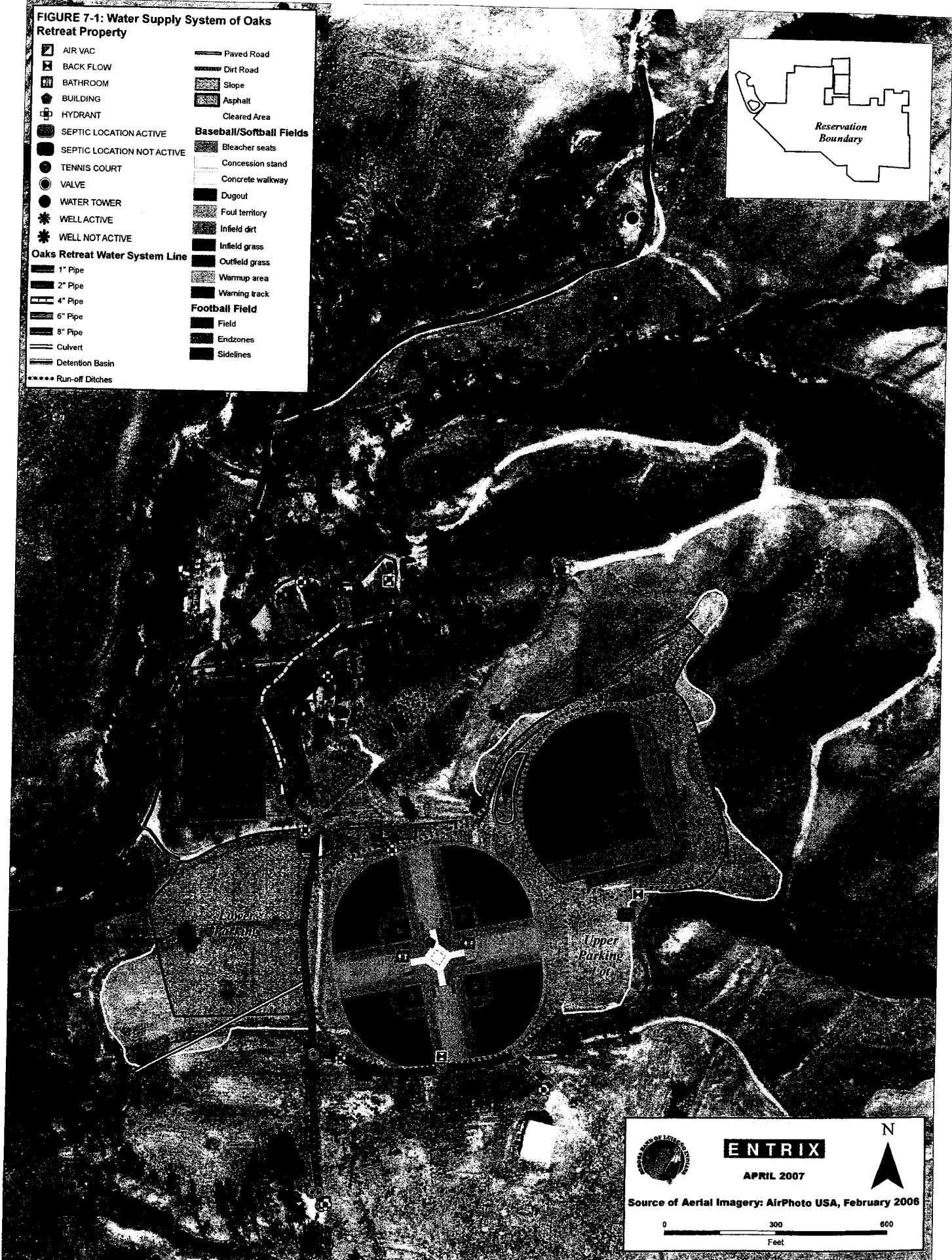
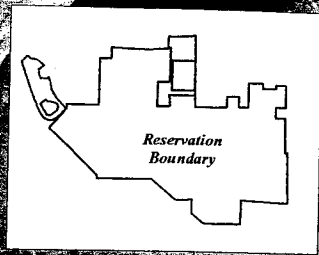
Water deliveries in 2006 peaked in September at 13.09 acre-feet, equivalent to continuous pumping at just under 100 gallons per minute. Most of this water was consumed by construction activities, such as dust-control and fill-compaction. Deliveries in the first two months of 2007 averaged 2.3 acre-feet per month.


Future demand is estimated at about 250,000 gallons per day (174 gallons per month) in summer and 150,000 gallons per day in winter, for a total annual use of about 225 acre-feet. Demand will include irrigation of two grassed athletic fields and landscaping, a 20-shower locker room, a 29-room hotel, a dining hall, and at least one permanent residence.

Available data suggest that the anticipated demand should be within the sustainable capacity of the system and aquifer; however, continuous monitoring of water levels in the supply well will be initiated to confirm the sustainable yield of the aquifer.

FIGURE 7-1: Water Supply System of Oaks Retreat Property


| | | | |
|---------------------------------------|----------------------------|---------------------------------|------------------|
| | AIR VAC | | Paved Road |
| | BACK FLOW | | Dirt Road |
| | BATHROOM | | Slope |
| | BUILDING | | Asphalt |
| | HYDRANT | | Cleared Area |
| | SEPTIC LOCATION ACTIVE | Baseball/Softball Fields | |
| | SEPTIC LOCATION NOT ACTIVE | | Bleacher seats |
| | TENNIS COURT | | Concession stand |
| | VALVE | | Concrete walkway |
| | WATER TOWER | | Dugout |
| | WELL ACTIVE | | Foul territory |
| | WELL NOT ACTIVE | | Infield dirt |
| | | | Infield grass |
| Oaks Retreat Water System Line | | | Outfield grass |
| | 1" Pipe | | Warmup area |
| | 2" Pipe | | Warning track |
| | 4" Pipe | Football Field | |
| | 6" Pipe | | Field |
| | 8" Pipe | | Endzones |
| | Culvert | | Sidelines |
| | Detention Basin | | |
| | Run-off Ditches | | |



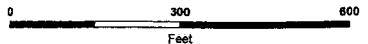


ENTRIX

APRIL 2007



Source of Aerial Imagery: AirPhoto USA, February 2006



0 300 600
Feet

7.2.2 Wastewater Service

Wastewater from the Oaks Retreat property is disposed via four onsite septic systems. All four of these were constructed recently (December 2006 to April 2007) to serve, respectively: the hotel complex, the locker room near the football field, and snack bar/restroom facilities at the two baseball complexes. The septic system formerly serving the complex of buildings that will comprise the hotel was abandoned when the football field was constructed. A household septic system continues to serve the residence known as the Campbell House.

7.2.3 Solid Waste Service

The solid waste service for the project is provided by CR&R, a waste-hauling company based in Perris, California. A weekly trash pick-up service is currently provided to the Reservation and project site.

The Lambs Canyon Landfill is operated by the County of Riverside Waste Management Department, and is located approximately ten miles northwest of the project site. The landfill encompasses 353 acres of land with 145 acres of disposal area, and is permitted to take in 3,000 tons of solid waste per day (CIWMB 2006b). As of 2005, the landfill has a remaining capacity of nearly 21 million cubic yards. The facility is a Class III permitted landfill, accepting agricultural, construction/demolition, green, and mixed municipal waste. It is currently estimated to have a capacity for 20 additional years of operation, and is also planned for expansion (Liken 2006).

Recyclable materials are transported to a material recovery facility (MRF) in Perris, California. The MRF includes a 13-acre site and a 40,000-square-foot material recovery facility and transfer station. Recyclable construction materials include wood and concrete.

7.2.4 Electricity and Natural Gas Services

Electricity services in the San Jacinto area, including the Reservation and project site, are provided by Southern California Edison (SCE). Electricity is generated at the Mohave Generation Station (low-sulfur coal burning), Big Creek Hydroelectric Station, and the San Onofre Nuclear Generating Station.² Power is provided to the population through 16 utility interconnections, with 4,990 transmission and distribution circuits. SCE has 425 transmission and distribution crews for maintaining power for over 13 million people in 430

² Southern California Edison (SCE), 2006a, Power Generation, <http://www.sce.com/PowerandEnvironment/PowerGeneration/>, accessed March 19, 2006.

cities, covering 50,000 square-miles.³ The Southern California Gas Company (SCGC) provides natural gas services in the area, and serves 19.8 million customers through 5.6 million gas meters covering 23,000 square-miles of the service area.⁴

7.2.5 Telephone Services

Verizon offers all basic telecommunications services, including cellular communications, to the project area. The company currently has above ground phone lines, which provide service to the area. Verizon provides service for local toll calls, as well as long distance service. Area residents also have the option of long-distance service from a wide variety of companies that include MCI, Sprint, and AT&T.

7.2.6 Law Enforcement

The Riverside County Sheriff's Department responds to emergencies on the Reservation. In the County of Riverside's budget for the fiscal year 2005-2006, the County appropriated funds for 1,545 sworn and non-sworn patrol personnel. The Hemet Station has allotted fifty sworn deputy/corporal positions.⁵ Additionally, there is one captain, one lieutenant, and eight sergeants in the Station. This Station is the closest Sheriff's department to the Reservation and project site with a response time of six to 14 minutes depending on priority of the calls.⁶ The California Highway Patrol (CHP) also responds to calls on the Reservation. The nearest CHP station is the San Geronio Pass (Station 655) location in Beaumont, California, approximately 12 miles north of the project site. The casino security staff also offers surveillance at other locations on the Reservation as needed.

7.2.7 Fire Protection and Emergency Medical Services

The Riverside County Fire Department and the California Department of Forestry and Fire Protection (CDF) provide fire protection and emergency response in the project area. The nearest CDF station is Station 25, located in San Jacinto on South San Jacinto Avenue. The

³ Southern California Edison (SCE), 2006b, Company Overview, <http://www.sce.com/AboutSCE/CompanyOverview>, accessed March 19, 2006.

⁴ Southern California Gas Company (SCGC), 2006, Company Profile, <http://www.socalgas.com/about/profile>, accessed on March 19, 2006.

⁵ Riverside County, 2006, Proposed Budget for FY 2005-2006, June 2003, http://www.co.riverside.ca.us/financial/financial.asp#budgetProposal_2005, accessed March 19, 2006.

⁶ Personal communication with Darryl Norte, Lieutenant, Hemet Sheriff's Station, March 9, 2004.

City has three firefighters assigned to the fire station during the day and seven firefighters in summertime due to the increased fire hazards. Station 25 has a response time of three minutes to the project site. This station serves the project area for medical as well as fire emergencies.

All fire protection districts in California operate under a mutual aid agreement, supporting each other according to the initial jurisdiction of the incident. This scenario would apply to the project site. Presently, four stations for the Riverside County Fire Department are located within ten miles of the subject property. In the event of a wildfire in the National Forest that moves outside the forest boundaries, the U.S. Forest Service would likely be involved.⁷

7.2.8 Emergency Medical Services

Emergency calls (9-1-1) are routed to one of sixteen Public Service Answering Points and transferred to the fire service agency within the emergency jurisdiction. In response to such calls, the closest first responder, a Paramedic (EMT-P), Emergency Medical Technician (EMT-1), or First Responder certified personnel, is dispatched to the emergency.

Both the Riverside County Fire Department and American Medical Response (AMR) provide emergency medical services to the Reservation. The fire department offers First Responder level and EMT-I level emergency medical services to the area. AMR is contracted to provide ambulance transport and paramedic services to the Reservation. AMR's deployment center is located in Hemet and has a substation in San Jacinto.⁸ Advanced Life Support emergency airlift services are provided by Mercy Air and the California Highway Patrol Air Operations.

7.2.9 Hospital Services

Hospitals that are able to provide service to incidents on the Reservation include Hemet Valley Medical Center (HVMC), in the City of Hemet and San Geronio Memorial Hospital (SGMH) in the City of Banning.

The HVMC is approximately five miles from the Reservation, and is a full-service acute hospital with 240 beds, licensed by the State of California. Services provided by the HVMC

⁷ Personal communication with Anna Sweeney, Captain, California Department of Forestry and Fire Protection, Fire Station #25, San Jacinto, March 1, 2004.

⁸ Personal communication with Brian MacGavin, Senior EMS Specialist, Riverside County EMS Agency, April 8, 2004.

include 24-hour emergency medical assistance, CT scanning and magnetic resonance imaging, inpatient and outpatient surgery, and maternity and women's services.⁹

The SGMH is located approximately 15 miles to the north of the Reservation. SGMH is a full service hospital with 70 beds licensed in the State of California, providing general medical-surgical care, intensive care, emergency services, inpatient and outpatient surgery, and women's services.¹⁰

7.3 Land Use and Zoning

The current zoning designation on the subject property is a mix of R-R (Rural Residential) and W-2 (Controlled Development Area). The zoning for APN 547-080-010 is designated for R-R and W-2, while the zoning for APN 547-030-024 is designated entirely W-2.

In accordance with Section 15.1(b) of Land Use Ordinance of Riverside County, when the gross area of a lot is one acre or greater, the following uses are permitted:

- One-family dwelling;
- Water works facilities, both public and private, intended primarily for the production and distribution of water for irrigation purposes;
- Nurseries, greenhouses, orchards, aviaries, apiaries, field crops, tree crops, berry and bush crops, vegetable, flower and gardening on a commercial scale; the drying, packing, canning, freezing, and other accepted methods of processing the produce resulting from such permitted uses, when such processing is primarily in conjunction with a farming operation and, further, provided that the permanent buildings and structures used in conjunction with such drying, packing, and processing operation are not nearer than 20 feet from the boundaries of the premises;
- Grazing of cattle, horses, sheep, goats, or other farm stock or animals, not including hogs, including the supplementary feeding thereof, not to exceed five animals per acre of all the land available; provided, however, the systematic rotation of animals more than five animals per acre is permitted as long as the total number of permitted animals is not exceeded. For the grazing of sheep or goats, the permissible number of animals per acre may be multiplied by three,

⁹ Hemet Valley Medical Center (HVMC), <http://www.valleyhealthsystem.com/hemmain.htm>, accessed March 18, 2006.

¹⁰ San Geronio Memorial Hospital (SGMH), Patient Care Services and Standards, <http://sgmhf.org/getpage.php?name=patientcare>, accessed March 18, 2006.

except that there shall be no limit to the permissible number of animals per acre may be multiplied by three, except that there shall be no limit to the permissible number of sheep which may be grazed per acre when the grazing is for the purpose of cleaning up unharvested crops, provided that such grazing is not conducted for more than four weeks in any six-month period. The provisions of this paragraph apply to mature breeding stock, maintenance stock, and similar farm stock, and shall not apply to the offspring thereof, if such offspring are being kept, fed, or maintained solely for sale, marketing, or slaughtering at the earliest practical age of maturity. In all cases, the permissible number of animals per acre shall be computed on the basis of the nearest equivalent ratio;

- Farm for rabbits, fish, frogs, chinchilla, and other small animals (excluding crowing fowl);
- Farms or establishments for the selective or experimental breeding and raising of cattle, sheep, goats, and horses, subject to limitations;
- The noncommercial raising of hogs, not to exceed five animals; provided, however, that the total number of animals permitted on parcels of less than one acre shall not exceed two animals, except that no animals shall be permitted on lots of less than 20,000 square-feet. For the purpose of determining the number of hogs on a parcel, both weaned and unweaned hogs shall be counted;
- Future Farmers of America (FFA) or 4-H projects conducted by the occupants of the premises;
- A temporary stand for the display and sale of the agriculture produce of any permitted use that is produced upon the premises where such a stand is located or upon contiguous lands owned or leased by the owner or occupant of the premises;
- A sign, single or double faced, not exceeding 12 square-feet in area per face, advertising only the sale of the services or the products produced on the premises. The sign shall not be lighted or have flashing objects or banners;
- Home occupants;
- The noncommercial raising of not more than five miniature pigs on lots of not less than 20,000 square-feet.

The following uses shall be permitted, provided the approval of a plot plan is first obtained pursuant to the provisions of the above:

- Guest ranches;
- Education institutions, libraries, museums, and post offices;
- Tennis and polo clubs;

- Meat-cutting and packaging plants, provided there is no slaughtering of animals or rendering of meat;
- An additional one-family dwelling (including mobile homes), excluding the principal dwelling, shall be allowed for each ten acres being farmed. These additional dwelling units shall be located on a parcel being farmed and occupied by the owner, operator, or employee of the farming operation as a one family residence;
- Radio and television broadcasting stations, antennas, cable installations, and microwave relay station and towers;
- Churches, temples, and other places of religious worship;
- Beauty shops operated from a home by its inhabitants, where no assistants are employed and the on-site sign is unlighted and does not exceed two square-feet in area;
- Temporary real estate tract offices located within a subdivision, to be used only for and during the original sale of the subdivision, but not to exceed a period of sale of two years in any event;
- Public parks and public playgrounds, golf courses with standard length fairways, and country clubs.

The following is permitted provided a conditional use permit is granted:

- Airport or landing field;
- A mining operation which is exempt from the provision of the California Mining and Reclamation Act of 1975 and County Ordinance No. 555;
- Cemetery, human or pet;
- Commercial fairgrounds and exhibitions;
- Drive-in theatres;
- Dune buggy parks;
- Fruit and vegetable packing plants and similar uses;
- Hog ranches, subject to the provisions of County Ordinance No. 431;
- Hunting clubs;
- Lumber mills;
- Lumber production of a commercial nature, including commercial logging or commercial development of timber;
- The manufacture of (a) brick, tile, or terra-cotta, (b) cement and cement products, (c) Gypsum, and (d) Lime or lime products;

- Menageries;
- Migrant agricultural worker mobile home parks;
- Pen-fed cattle operations, livestock sales yards, livestock auction yards, and dairy farms;
- Race tracts, including but not limited to contests between automobiles, horses, go-carts, and motorcycles, but not including contest between human beings only;
- Recreational vehicle parks;
- Rifle, pistol, skeet, or trapshooting ranges;
- Trail bike parks;
- Trailer and boat storage;
- Commercial stables and riding academies;
- Recreational lakes;
- Disposal service operations;
- Auction houses and yards;
- Printers, publishers, film studios, or recording studios as accessory uses to an educational institution, church, temple, or other places of worship;
- Extraction and bottling of well water, including the incidental manufacturing of bottles solely for use in the permitted extraction and bottling operation;
- Outdoor film studios;
- Camps;
- Both large and small animal hospitals.

Where a structure is erected, or a use is made in the W-2 Zone that is first specifically permitted in another zone classification, such a structure or use shall meet the development standards and regulations of the zone in which the structure or use is first specifically permitted, unless such requirements are hereafter modified.

For W-2 zoning, one-family residences should not exceed 40 feet in height. No other buildings or structures shall exceed 50 feet in height, unless a height up to 75 feet for buildings, 105 feet for other structures, or greater than 105 feet for broadcasting antennas is approved pursuant to Section 18.34 of the Riverside County zoning ordinance. Lot sizes shall not be less than 20,000 square-feet, with a minimum average lot width of 100 feet and minimum average lot depth of 150 feet, unless a larger minimum lot area and dimensions are specified for a particular area or use. Animals are not permitted on existing sub-standard lots that are less than 20,000 square-feet in size.

For R-R zoning, one-family residences should not exceed 40 feet in height. No other buildings or structures shall exceed 50 feet in height, unless a height up to 75 feet for buildings, 105 feet for other structures, or greater than 105 feet for broadcasting antennas is approved pursuant to Section 18.34 of the Riverside County zoning ordinance. Lot sizes shall not be less than a half acre, with a minimum average lot width of 80 feet.

Taking this zoning into consideration, it does not appear that there will be any jurisdictional conflicts associated with the proposed use of the Oaks Retreat property. Also, as stated previously, no land use development will occur. Given the contemplated use of this property is for the complete protection of cultural resources, there are no jurisdictional impacts contemplated.

7.4 The Role of BIA and its Responsibilities [25 C.F.R §151.10(g)]

Acceptance of the subject property into Federal trust status should not impose any additional responsibilities or burdens on the BIA beyond those already inherent in the Federal trusteeship over the existing Reservation, except that those responsibilities must be discharged in a larger geographical area. All initial construction and ongoing operations and maintenance needs of the land, existing facilities, and new development and infrastructure would be the responsibility of the Tribe, with the Tribe assuming responsibilities for all related costs.

8.0 NEPA Compliance and Hazardous Substances [25 C.F.R §151.10(h)]

An Environmental Assessment has been submitted under a separate cover, allowing the Secretary to comply with 516 DM 6, Appendix 4, National Environmental Policy Act [42 U.S.C. §4321] Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determination.

9.0 Title Requirements [25 C.F.R §151.13]

A (draft) copy of the proposed deed to the United States of America in trust for the Soboba Band of Luiseño Indians is attached as **Exhibit H**. The original Grant Deed conveying to the United States of America to be held in trust for the Soboba Band of Luiseño Indians will be provided to BIA once all title reviews have been made and accepted by the Solicitor General. The notary acknowledgment of the deed will conform to the current California Notary Law [California Government Code §8200]. The Signed and Executed Resolution evidencing signature authority, and a draft copy of the Resolution accepting the title exceptions are included as **Exhibit I**.

A Preliminary Title Report prepared by Orange Coast Title Company, copies of title exception, and a Commitment for Title Insurance is attached as **Exhibit J**, in accordance with the Department of Justice Title Standards. Legal descriptions and Preliminary Title Reports for each of the parcels are included in this Application as **Exhibits E and F**.

10.0 Mitigation Actions Planned to Reduce Adverse Impacts

The Tribe does not anticipate any adverse impacts as a result of the Proposed Action. However, in the event such adverse impacts are claimed, the Tribe will continue its long standing working relationship with the Federal, state, and local governments in order to address any concerns which may arise.

10.1 Issues and Suggested Corrective Measures of Ongoing Developments

The Tribe is presently developing a portion of the Oaks Retreat property into a sports complex, and expects these developments to be complete by the end of April of 2007. The Environmental Assessment that accompanies this Application (bound under separate cover) considers the effects of these developments on the existing environment. The most significant impacts of these developments are the increase of surface water runoff volume due to the conversion of approximately 27 acres of agricultural land into developed land and an increase in traffic volume. As a result, issues pertaining to surface water volume and soil erosion, flooding, groundwater, water quality, and transportation networks require attention. The following paragraphs list the suggested corrective measures as addressed in section 4.13 of the Environmental Assessment. The Tribe would be pleased to work with BIA in implementing the necessary measures.

10.1.1 Surface Water

Under the Proposed Action, the erosion of soil into the adjoining watercourses would occur as a result of the changed land use. This erosion will occur in areas where runoff interacts with compacted soils and along the low bench.

Issue: Erosion of project area soils because of altered hydrologic conditions.

Suggested Corrective Measure(s): This issue can be abated by improving the site drainage at the parking lots and the discharge to Poppet Creek. Potential improvements include:

- Vegetated swales or small basins in the lower parking lot to help slow the flow of runoff and also reduce the peak flow; and/or
- Constructing a curb around the lot to control the locations where water exits the parking, rather than the current condition of water leaving the lot at numerous sites; and/or
- Constructing two or three small basins in the gully, utilizing the natural sides of the gully for part of the basin; and/or
- Improving the outlet of the storm drain-pipe, so that the water is released to the gully in a controlled, non-erosive manner; and/or
- Constructing a large basin on the lower bench to retain most of the site runoff. This basin would have a stable outlet for any overflow entering Poppet Creek.

One or more of these methods can be implemented to control the site runoff and reduce the potential for erosion and the associated water quality problems.

10.1.2 Flooding

The imported soil in the channel will alter the flood conditions in Poppet Creek and the unmanned watercourse. This effect is a result of the past dumping of fill material and causes a flood control and water quality problem.

Issue: Altered hydraulic conditions in the channels of the project area watercourses because of the presence of imported soil in the channel.

Suggested Corrective Measure(s): The suggested corrective measure is to remove the imported soil that was recently placed in the channel and restore the channels to the historic cross-section. The locations of these actions include areas along Castile Road and the lower bench. Following excavation of the material, the banks of the channel should be stabilized with native vegetation.

10.1.3 Groundwater

Groundwater conditions on the Oaks Retreat property would not change under the Proposed Action. The use of vegetated swales or basins to control runoff will assist in infiltrating the rainfall that is captured by the impervious paving of the parking lots, and will enhance groundwater recharge.

10.1.4 Water Quality

The runoff from the parking lots will contain materials typically found in urban settings, such as oil and grease, particulates, hydrocarbon residue, nutrients, and heavy metals. This material will enter Poppet Creek during runoff events that are sufficient to carry water across the lower bench.

Issue: Degradation of water quality in receiving water from the parking lots.

Suggested Corrective Measure(s): The detention basins and vegetated swales mentioned above would help capture runoff and reduce pollutant loading from the paved areas.

10.1.5 Traffic Volume and Transportation Networks

Although the ongoing developments of the softball complex and baseball park are considered part of the existing environment, the traffic impacts these facilities will generate will most likely occur if and after the property has been placed into trust. These impacts are likely to occur regardless if the NAA or Proposed Action are endorsed.

Once operating at the assumed capacity, the ongoing developments will generate a total of 1,626 daily vehicle trips, of which, 986 are expected to occur during the peak evening hour. The following suggested corrective measures are recommended to mitigate the impact of the ongoing developments on traffic circulation:

- Site-specific circulation and access recommendations are depicted on Figure 15 in **Appendix F** of the separately bound Environmental Assessment. These include:
 - Sufficient off-street parking should be provided to meet County of Riverside parking code requirements;
 - As is the case for any roadway design, the County of Riverside should periodically review traffic operations in the vicinity of the subject property once the ongoing developments are complete to assure that the traffic operations are satisfactory;

- Sight distance at the project accesses should be reviewed with respect to California Department of Transportation/County of Riverside standards in conjunction with the preparation of final grading, landscaping, and street improvement plans;
- On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the ongoing developments;
- Participate in phased construction of off-site traffic signals through payment of traffic signal mitigation fees. The traffic signals within the study area at buildout should specifically include an interconnect of the traffic signals to function in a coordinated system.

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11.0 Local Government Review

In accordance with 25 C.F.R. §151.10, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired. The Secretary will designate a 30-day period, during which written comments regarding the potential impacts of the acquisition on regulatory jurisdiction, real property taxes, and special assessments can be provided. If written comments are received, it is assured that the Tribe is to be given reasonable time to respond and/or request that the Secretary issue a decision.

12.0 Conclusion

The Tribe is passionate about reclaiming land that was once inhabited by Tribal ancestors, and appreciates the opportunity to provide an abridgement of Tribal history to BIA in determining the acceptability of this property as part of Reservation trust lands. It is unfortunate that the Tribe has to buy back what was taken from it, but the Tribe considers it a privilege to be blessed with the resources to do so. The Tribe thanks the BIA for the anticipated timely processing of this Application. This land, if accepted into trust status, will allow the Tribe to provide for future generations of Tribal members, without which they would be severely limited.

Exhibits

Exhibit A – Proof of ownership of the subject property (Deeds)

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY

DOC # 2004-0244691

04/06/2004 08:00A Fee:49.00

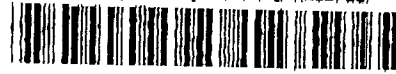
Page 1 of 5 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND
MAIL TAX STATEMENTS TO:

The Soboba Band of Luiseno Indians
P.O. Box 487
San Jacinto, CA 92581

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Escrow No. 41006056 - x92
Order No. 41006056 - x14

Assessor's Parcel Number:
547-030-024/547-080-010

50

GRANT DEED

TRA 091-013

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$4,730.00.

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale

(X) Unincorporated area: () County of Riverside, and

T
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FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, BUILDING MANAGEMENT SERVICES, a California non-profit religious corporation ("Grantor"), hereby grants to THE SOBOBA BAND OF LUISENO INDIANS ("Grantee"), that certain real property in the County of Riverside, State of California described in Exhibit A attached hereto and incorporated herein, together with all buildings and improvements located thereon (the "Property").

The property is conveyed subject to:

(a) all liens, encumbrances, easements, covenants, conditions, restrictions, reservations, rights, and rights of way, whether on- or off-record;

(b) any state of facts an accurate survey or inspection of such premises would show; and

(c) the lien of real estate taxes, and assessments not yet due and payable.

Dated: APRIL 4, 2004

GRANTOR:

BUILDING MANAGEMENT SERVICES,
a California non-profit religious corporation

By:

Name: Toshia Brown

Title: Treasurer

MAIL TAX STATEMENTS AS SET FORTH ABOVE

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On 1 APRIL 04 before me, R. BRUCE WAGONER personally appeared TRISTAN KUTERINTZ

personally known to me proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

R. Bruce Wagoner
Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- Individual(s)
- Partner(s)
- Trustee(s)
- Corporate
- Attorney-In Fact
- Subscribing Witness
- Guardian/Conservator
- Other: _____



Officer(s) TREASURER
Title(s)

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies):
BULLDOG MANAGEMENT SERVICES

Page 1
Escrow No. 41006056 -X92

LEGAL DESCRIPTION EXHIBIT

PARCEL 1:

THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

EXCEPT THEREFROM AN UNDIVIDED ONE HALF INTEREST IN THE HIGH LINE CONSTRUCTED ACROSS SAID PROPERTY FROM THE NORTH TO THE SOUTH LINE THEREOF, AS CONVEYED TO PLATT M. CORBALEY BY DEED RECORDED IN BOOK 433, PAGE 315 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERAL SUBSTANCES AND ALL SUBTERRANEAN RIGHTS THEREIN AND THERETO OR A PORT THEREOF AND FULL RIGHTS OF ENTRY FOR THE DEVELOPMENT OF NATURAL RESOURCES, AS RESERVED BY ROBERT E. CAMPBELL, A SINGLE MAN, IN DEED RECORDED AUGUST 31, 1956 IN BOOK 1965, PAGE 594 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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PARCEL 2:

THE NORTH HALF OF THE NORTHEAST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING NORTHERLY OF A LINE 400 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

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DEEDLEGL-08/08/04b

Page 2

Bbcrow No. 41006056 -X92

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500 FEET FROM THE SURFACE AS RESERVED IN DEED FROM ACADEMY OR CREATIVE EDUCATION, A CORPORATION RECORDED APRIL 17, 1974 AS INSTRUMENT NO. 44644 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, AND THE SOUTH 400.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE ONE WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

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THE EAST 1/2 OF THE SOUTHWEST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4, SECTION 28, TOWNSHIP 4 SOUTH, RANGE ONE EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

DEEDLEGL-08/04/04bit

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: R. Bruce Wagoner

Commission No.: 1405653

Date Commission expires: 3-14-07

County: LOS ANGELES

By: 

Date: 4-6-04

CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

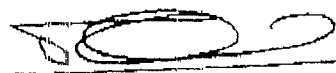
(Print or type the page number(s) and wording below):

1 APRIL 04

R. Bruce Wagoner

Tristan Korringa

Date: 4-6-04

Signature: 

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY

DOC # 2004-0244631

04/08/2004 08:00A Fee: 48.00
Page 1 of 5 Doc T Tax Paid
Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND
MAIL TAX STATEMENTS TO:

The Soboba Band of Luiseno Indians
P.O. Box 487
San Jacinto, CA 92581

| M | B | U | HAOR | GR | DA | PCOR | NOCOR | EM | MISC |
|---|---|---|------|----|------|--------|-------|------|------|
| | | | 5 | | | | | | |
| | | | | | 1 | | | | AA |
| A | R | L | COPY | | LONG | REPLND | NC(1) | EXAM | |

Escrow No. 41006056 - x92
Order No. 41006056 - x14

Assessor's Parcel Number:
547-030-024/547-080-010

50

GRANT DEED

TRA 091-013

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$4,730.00.

(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale

(X) Unincorporated area: () County of Riverside, and



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The property is conveyed subject to:

- (a) all liens, encumbrances, easements, covenants, conditions, restrictions, reservations, rights, and rights of way, whether on- or off-record;
- (b) any state of facts an accurate survey or inspection of such premises would show;
- and
- (c) the lien of real estate taxes, and assessments not yet due and payable.

Dated: APRIL 4, 2004

GRANTOR:

BUILDING MANAGEMENT SERVICES,
a California non-profit religious corporation

By: [Signature]
Name: Teresa Ramirez
Title: Treasurer

MAIL TAX STATEMENTS AS SET FORTH ABOVE

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On 1 APRIL 04 before me, R. BRUCE WAGNER personally
appeared TRISTAN WILKINSON

personally known to me proved to me on the basis of
satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

R. Bruce Wagner
Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- | | |
|--|---|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Attorney-In Fact |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Subscribing Witness |
| <input type="checkbox"/> Trustee(s) | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Corporate | <input type="checkbox"/> Other: _____ |



Officer(s) TREASURER
Title(s)

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies):
BUILDING MANAGEMENT SERVICES

Page 1

Becrow No. 41006056 -X92

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Page 2

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DGEDLEG-08/08/H4bh

Government Code 27361.7

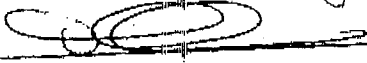
I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: R. Bruce Wagoner

Commission No.: 1405653

Date Commission expires: 3-14-07

County: Los Angeles

By: 

Date: 4-6-04

CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

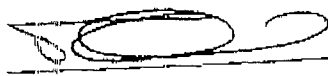
(Print or type the page number(s) and wording below):

1 APRIL, 04

R. Bruce Wagoner

Tristan Herringa

Date: 4-6-04

Signature: 

**Exhibit B – Federal Recognition of Soboba Band of Luiseño Indians.
Federal Register, Vol. 70, No. 226, p. 71194, November 25, 2005.**



Federal Register

Friday,
November 25, 2005

Part II

Department of the Interior

Bureau of Indian Affairs

Indian Entities Recognized and Eligible to
Receive Services from the United States
Bureau of Indian Affairs; Notice

DEPARTMENT OF THE INTERIOR**Bureau of Indian Affairs****Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs**

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice publishes the current list of 561 tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes. The list is updated from the notice published on December 5, 2003 (68 FR 68180).

FOR FURTHER INFORMATION CONTACT: Daisy West, Bureau of Indian Affairs, Division of Tribal Government Services, Mail Stop 320-SIB, 1951 Constitution Avenue, NW., Washington, DC 20240. Telephone number: (202) 513-7641.

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

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

The Delaware Tribe of Indians, Oklahoma, was removed from the list in response to a final judgment and order sought by the Cherokee Nation of Oklahoma in the United States District Court for the Northern District of Oklahoma in *Cherokee Nation of Oklahoma v. Norton, et al.*, Case No. 98-CV-903-TCK-FHM on remand from the Tenth Circuit Court of Appeals in *Cherokee Nation of Oklahoma v. Norton*, 389 F.3d 1074 (10th Cir. 2004), as amended, 2005 U.S. App. LEXIS 2773 (10th Cir. Feb. 16, 2005).

The list does not include any additional new tribes. The updates are limited to several tribal name changes. To aid in identifying tribal name changes, the tribe's former name is included with the new tribal name. We will continue to list the tribe's former name for several years before dropping the former name from the list. We have also made several corrections. To aid in identifying corrections, the tribe's previously listed name is included with the tribal name.

The listed entities are acknowledged to have the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as

well as the responsibilities, powers, limitations and obligations of such tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them given the large number of complex Native names.

Dated: November 14, 2005.

Michael D. Olsen,

Acting Principal Deputy Assistant Secretary—Indian Affairs.

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

- Absentee-Shawnee Tribe of Indians of Oklahoma
- Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
- Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona
- Alabama-Coushatta Tribes of Texas
- Alabama-Quassarte Tribal Town, Oklahoma
- Alturas Indian Rancheria, California
- Apache Tribe of Oklahoma
- Arapahoe Tribe of the Wind River Reservation, Wyoming
- Aroostook Band of Micmac Indians of Maine
- Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
- Augustine Band of Cahuilla Mission Indians of the Augustine Reservation, California
- Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
- Bay Mills Indian Community, Michigan
- Bear River Band of the Rohnerville Rancheria, California
- Berry Creek Rancheria of Maidu Indians of California
- Big Lagoon Rancheria, California
- Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation, California
- Big Sandy Rancheria of Mono Indians of California
- Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
- Blackfeet Tribe of the Blackfeet Indian Reservation of Montana
- Blue Lake Rancheria, California
- Bridgeport Paiute Indian Colony of California
- Buena Vista Rancheria of Me-Wuk Indians of California
- Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon
- Cabazon Band of Mission Indians, California (previously listed as the Cabazon Band of Cahuilla Mission Indians of the Cabazon Reservation)
- Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
- Caddo Nation of Oklahoma (formerly the Caddo Indian Tribe of Oklahoma)
- Cahuilla Band of Mission Indians of the Cahuilla Reservation, California
- Cahto Indian Tribe of the Laytonville Rancheria, California
- California Valley Miwok Tribe, California (formerly the Sheep Ranch Rancheria of Me-Wuk Indians of California)
- Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
- Capitan Grande Band of Diegueno Mission Indians of California: Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California
- Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California
- Catawba Indian Nation (aka Catawba Tribe of South Carolina)
- Cayuga Nation of New York
- Cedarville Rancheria, California
- Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
- Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
- Cherokee Nation, Oklahoma
- Cheyenne-Arapaho Tribes of Oklahoma
- Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota
- Chickasaw Nation, Oklahoma
- Chicken Ranch Rancheria of Me-Wuk Indians of California
- Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana
- Chitimacha Tribe of Louisiana
- Choctaw Nation of Oklahoma
- Citizen Potawatomi Nation, Oklahoma
- Cloverdale Rancheria of Pomo Indians of California
- Cocopah Tribe of Arizona
- Coeur D'Alene Tribe of the Coeur D'Alene Reservation, Idaho
- Cold Springs Rancheria of Mono Indians of California
- Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
- Comanche Nation, Oklahoma
- Confederated Salish & Kootenai Tribes of the Flathead Reservation, Montana
- Confederated Tribes of the Chehalis Reservation, Washington
- Confederated Tribes of the Colville Reservation, Washington
- Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians of Oregon
- Confederated Tribes of the Goshute Reservation, Nevada and Utah
- Confederated Tribes of the Grand Ronde Community of Oregon

- Confederated Tribes of the Siletz Reservation, Oregon
- Confederated Tribes of the Umatilla Reservation, Oregon
- Confederated Tribes of the Warm Springs Reservation of Oregon
- Confederated Tribes and Bands of the Yakama Nation, Washington
- Coquille Tribe of Oregon
- Cortina Indian Rancheria of Wintun Indians of California
- Coushatta Tribe of Louisiana
- Cow Creek Band of Umpqua Indians of Oregon
- Cowlitz Indian Tribe, Washington
- Coyote Valley Band of Pomo Indians of California
- Crow Tribe of Montana
- Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota
- Death Valley Timbi-Sha Shoshone Band of California
- Delaware Nation, Oklahoma
- Dry Creek Rancheria of Pomo Indians of California
- Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada
- Eastern Band of Cherokee Indians of North Carolina
- Eastern Shawnee Tribe of Oklahoma
- Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California
- Elk Valley Rancheria, California
- Ely Shoshone Tribe of Nevada
- Enterprise Rancheria of Maidu Indians of California
- Ewiiapaayp Band of Kumeyaay Indians, California (formerly the Cuyapaipe Community of Diegueno Mission Indians of the Cuyapaipe Reservation)
- Federated Indians of Graton Rancheria, California (formerly the Graton Rancheria)
- Flandreau Santee Sioux Tribe of South Dakota
- Forest County Potawatomi Community, Wisconsin
- Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
- Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
- Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
- Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon
- Fort McDowell Yavapai Nation, Arizona
- Fort Mojave Indian Tribe of Arizona, California & Nevada
- Fort Sill Apache Tribe of Oklahoma
- Gila River Indian Community of the Gila River Indian Reservation, Arizona
- Grand Traverse Band of Ottawa and Chippewa Indians, Michigan
- Greenville Rancheria of Maidu Indians of California
- Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
- Guidiville Rancheria of California
- Habematolel Pomo of Upper Lake, California (formerly the Upper Lake Band of Pomo Indians of Upper Lake Rancheria of California)
- Hannahville Indian Community, Michigan
- Havasupai Tribe of the Havasupai Reservation, Arizona
- Ho-Chunk Nation of Wisconsin
- Hoh Indian Tribe of the Hoh Indian Reservation, Washington
- Hoopa Valley Tribe, California
- Hopi Tribe of Arizona
- Hopland Band of Pomo Indians of the Hopland Rancheria, California
- Houlton Band of Maliseet Indians of Maine
- Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
- Huron Potawatomi, Inc., Michigan
- Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
- Ione Band of Miwok Indians of California
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Jackson Rancheria of Me-Wuk Indians of California
- Jamestown S'Klallam Tribe of Washington
- Jamul Indian Village of California
- Jena Band of Choctaw Indians, Louisiana
- Jicarilla Apache Nation, New Mexico
- Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona
- Kalispel Indian Community of the Kalispel Reservation, Washington
- Karuk Tribe of California
- Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
- Kaw Nation, Oklahoma
- Keweenaw Bay Indian Community, Michigan
- Kialegee Tribal Town, Oklahoma
- Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
- Kickapoo Tribe of Oklahoma
- Kickapoo Traditional Tribe of Texas
- Kiowa Indian Tribe of Oklahoma
- Klamath Tribes, Oregon (formerly the Klamath Indian Tribe of Oregon)
- Kootenai Tribe of Idaho
- La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation, California
- La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
- Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin
- Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
- Lac Vieux Desert Band of Lake Superior Chippewa Indians, Michigan
- Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
- Little River Band of Ottawa Indians, Michigan
- Little Traverse Bay Bands of Odawa Indians, Michigan
- Lower Lake Rancheria, California
- Los Coyotes Band of Cahuilla & Cupeno Indians of the Los Coyotes Reservation, California (formerly the Los Coyotes Band of Cahuilla Mission Indians of the Los Coyotes Reservation)
- Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada
- Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
- Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington
- Lower Sioux Indian Community in the State of Minnesota
- Lummi Tribe of the Lummi Reservation, Washington
- Lytton Rancheria of California
- Makah Indian Tribe of the Makah Indian Reservation, Washington
- Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria, California
- Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
- Mashantucket Pequot Tribe of Connecticut
- Match-e-be-nash-she-wish Band of Pottawatomi Indians of Michigan
- Mechoopda Indian Tribe of Chico Rancheria, California
- Menominee Indian Tribe of Wisconsin
- Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California
- Mescalero Apache Tribe of the Mescalero Reservation, New Mexico
- Miami Tribe of Oklahoma
- Miccosukee Tribe of Indians of Florida
- Middletown Rancheria of Pomo Indians of California
- Minnesota Chippewa Tribe, Minnesota (Six component reservations: Bois Forte Band (Nett Lake); Fond du Lac Band; Grand Portage Band; Leech Lake Band; Mille Lacs Band; White Earth Band)
- Mississippi Band of Choctaw Indians, Mississippi
- Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada
- Modoc Tribe of Oklahoma
- Mohegan Indian Tribe of Connecticut
- Mooretown Rancheria of Maidu Indians of California
- Morongo Band of Cahuilla Mission Indians of the Morongo Reservation, California

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

- Smith River Rancheria, California
Snoqualmie Tribe, Washington
Soboba Band of Luiseno Indians, California
Sokaogon Chippewa Community, Wisconsin
Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado
Spirit Lake Tribe, North Dakota
Spokane Tribe of the Spokane Reservation, Washington
Squaxin Island Tribe of the Squaxin Island Reservation, Washington
Standing Rock Sioux Tribe of North & South Dakota
Stockbridge Munsee Community, Wisconsin
Stillaguamish Tribe of Washington
Summit Lake Paiute Tribe of Nevada
Suquamish Indian Tribe of the Port Madison Reservation, Washington
Susanville Indian Rancheria, California
Swinomish Indians of the Swinomish Reservation, Washington
Sycuan Band of the Kumeyaay Nation (formerly the Sycuan Band of Diegueno Mission Indians of California)
Table Mountain Rancheria of California
Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)
Thlopthlocco Tribal Town, Oklahoma
Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota
Tohono O'odham Nation of Arizona
Tonawanda Band of Seneca Indians of New York
Tonkawa Tribe of Indians of Oklahoma
Tonto Apache Tribe of Arizona
Torres Martinez Desert Cahuilla Indians, California (formerly the Torres-Martinez Band of Cahuilla Mission Indians of California)
Tule River Indian Tribe of the Tule River Reservation, California
Tulalip Tribes of the Tulalip Reservation, Washington
Tunica-Biloxi Indian Tribe of Louisiana
Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
Turtle Mountain Band of Chippewa Indians of North Dakota
Tuscarora Nation of New York
Twenty-Nine Palms Band of Mission Indians of California
United Auburn Indian Community of the Auburn Rancheria of California
United Keetoowah Band of Cherokee Indians in Oklahoma
Upper Sioux Community, Minnesota
Upper Skagit Indian Tribe of Washington
Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California
Walker River Paiute Tribe of the Walker River Reservation, Nevada
Wampanoag Tribe of Gay Head (Aquinnah) of Massachusetts
Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
White Mountain Apache Tribe of the Fort Apache Reservation, Arizona
Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma
Winnebago Tribe of Nebraska
Winnemucca Indian Colony of Nevada
Wiyot Tribe, California (formerly the Table Bluff Reservation—Wiyot Tribe)
Wyandotte Nation, Oklahoma (formerly the Wyandotte Tribe of Oklahoma)
Yankton Sioux Tribe of South Dakota
Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona
Yavapai-Prescott Tribe of the Yavapai Reservation, Arizona
Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada
Yomba Shoshone Tribe of the Yomba Reservation, Nevada
Ysleta Del Sur Pueblo of Texas
Yurok Tribe of the Yurok Reservation, California
Zuni Tribe of the Zuni Reservation, New Mexico
- Native Entities Within the State of Alaska Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs**
- Native Village of Afognak (formerly the Village of Afognak)
Agdaagux Tribe of King Cove
Native Village of Akhiok
Akiachak Native Community
Akiak Native Community
Native Village of Akutan
Village of Alakanuk
Alatna Village
Native Village of Aleknagik
Algaaciq Native Village (St. Mary's)
Allakaket Village
Native Village of Ambler
Village of Anaktuvuk Pass
Yupit of Andreafski
Angoon Community Association
Village of Aniak
Anvik Village
Arctic Village (See Native Village of Venetie Tribal Government)
Asa'carsarmiut Tribe (formerly the Native Village of Mountain Village)
Native Village of Atka
Village of Atmautluak
Atkasuk Village (Atkasook)
Native Village of Barrow Inupiat Traditional Government
Beaver Village
Native Village of Belkofski
Village of Bill Moore's Slough
Birch Creek Tribe
Native Village of Brevig Mission
Native Village of Buckland
Native Village of Cantwell
Native Village of Chanega (aka Chenega)
Chalkyitsik Village
Cheesh-Na Tribe (formerly the Native Village of Chistochina)
Village of Chefornak
Chevak Native Village
Chickaloon Native Village
Native Village of Chignik
Native Village of Chignik Lagoon
Chignik Lake Village
Chilkat Indian Village (Klukwan)
Chilkoot Indian Association (Haines)
Chinik Eskimo Community (Golovin)
Native Village of Chitina
Native Village of Chuathbaluk (Russian Mission, Kuskokwim)
Chuloonawick Native Village
Circle Native Community
Village of Clarks Point
Native Village of Council
Craig Community Association
Village of Crooked Creek
Curyung Tribal Council (formerly the Native Village of Dillingham)
Native Village of Deering
Native Village of Diomed (aka Inalik)
Village of Dot Lake
Douglas Indian Association
Native Village of Eagle
Native Village of Eek
Egegik Village
Eklutna Native Village
Native Village of Ekuk
Ekwok Village
Native Village of Elim
Emmonak Village
Evansville Village (aka Bettles Field)
Native Village of Eyak (Cordova)
Native Village of False Pass
Native Village of Fort Yukon
Native Village of Gakona
Galena Village (aka Louden Village)
Native Village of Gambell
Native Village of Georgetown
Native Village of Goodnews Bay
Organized Village of Grayling (aka Holikachuk)
Gulkana Village
Native Village of Hamilton
Healy Lake Village
Holy Cross Village
Hoonah Indian Association
Native Village of Hooper Bay
Hughes Village
Huslia Village
Hydaburg Cooperative Association
Igiugig Village
Village of Iliamna
Inupiat Community of the Arctic Slope
Iqurmuit Traditional Council (formerly the Native Village of Russian Mission)
Ivanoff Bay Village
Kaguyak Village
Organized Village of Kake

Kaktovik Village (aka Barter Island)
 Village of Kalskag
 Village of Kaltag
 Native Village of Kanatak
 Native Village of Karluk
 Organized Village of Kasaan
 Kasigluk Traditional Elders Council
 (formerly the Native Village of
 Kasigluk)
 Kenaitze Indian Tribe
 Ketchikan Indian Corporation
 Native Village of Kiana
 King Island Native Community
 King Salmon Tribe
 Native Village of Kipnuk
 Native Village of Kivalina
 Klawock Cooperative Association
 Native Village of Kluti Kaah (aka Copper
 Center)
 Knik Tribe
 Native Village of Kobuk
 Kokhanok Village
 Native Village of Kongiganak
 Village of Kotlik
 Native Village of Kotzebue
 Native Village of Koyuk
 Koyukuk Native Village
 Organized Village of Kwethluk
 Native Village of Kwigillingok
 Native Village of Kwinhagak (aka
 Quinhagak)
 Native Village of Larsen Bay
 Levelock Village
 Lesnoi Village (aka Woody Island)
 Lime Village
 Village of Lower Kalskag
 Manley Hot Springs Village
 Manokotak Village
 Native Village of Marshall (aka Fortuna
 Ledge)
 Native Village of Mary's Igloo
 McGrath Native Village
 Native Village of Mekoryuk
 Mentasta Traditional Council
 Metlakatla Indian Community, Annette
 Island Reserve
 Native Village of Minto
 Naknek Native Village
 Native Village of Nanwalek (aka English
 Bay)
 Native Village of Napaimute
 Native Village of Napakiak
 Native Village of Napaskiak
 Native Village of Nelson Lagoon
 Nenana Native Association
 New Koliganek Village Council
 (formerly the Koliganek Village)
 New Stuyahok Village
 Newhalen Village
 Newtown Village
 Native Village of Nightmute
 Nikolai Village
 Native Village of Nikolski
 Ninilchik Village
 Native Village of Noatak
 Nome Eskimo Community
 Nondalton Village
 Noorvik Native Community
 Northway Village
 Native Village of Nuiqsut (aka Nooiksut)
 Nulato Village
 Nunakuyarmiut Tribe (formerly the
 Native Village of Toksook Bay)
 Native Village of Nunapitchuk
 Village of Ohogamiut
 Village of Old Harbor
 Orutsararmiut Native Village (aka
 Bethel)
 Oscarville Traditional Village
 Native Village of Ouzinkie
 Native Village of Paimiut
 Pauloff Harbor Village
 Pedro Bay Village
 Native Village of Perryville
 Petersburg Indian Association
 Native Village of Pilot Point
 Pilot Station Traditional Village
 Native Village of Pitka's Point
 Platinum Traditional Village
 Native Village of Point Hope
 Native Village of Point Lay
 Native Village of Port Graham
 Native Village of Port Heiden
 Native Village of Port Lions
 Portage Creek Village (aka Ohgsenakale)
 Pribilof Islands Aleut Communities of
 St. Paul & St. George Islands
 Qagan Tayagungin Tribe of Sand Point
 Village
 Qawalangin Tribe of Unalaska
 Rampart Village
 Village of Red Devil
 Native Village of Ruby
 Saint George Island (See Pribilof Islands
 Aleut Communities of St. Paul & St.
 George Islands)
 Native Village of Saint Michael
 Saint Paul Island (See Pribilof Islands
 Aleut Communities of St. Paul & St.
 George Islands)
 Village of Salamatoff
 Native Village of Savoonga
 Organized Village of Saxman
 Native Village of Scammon Bay
 Native Village of Selawik
 Seldovia Village Tribe
 Shageluk Native Village
 Native Village of Shaktoolik
 Native Village of Sheldon's Point
 Native Village of Shishmaref
 Native Village of Shungnak
 Sitka Tribe of Alaska
 Skagway Village
 Village of Sleetmute
 Village of Solomon
 South Naknek Village
 Stebbins Community Association
 Native Village of Stevens
 Village of Stony River
 Sun'aq Tribe of Kodiak (formerly the
 Shoonaq' Tribe of Kodiak)
 Takotna Village
 Native Village of Tanacross
 Native Village of Tanana
 Native Village of Tatitlek
 Native Village of Tazlina
 Telida Village
 Native Village of Teller
 Native Village of Tetlin
 Central Council of the Tlingit & Haida
 Indian Tribes
 Traditional Village of Togiak
 Tuluksak Native Community
 Native Village of Tuntutuliak
 Native Village of Tununak
 Twin Hills Village
 Native Village of Tyonek
 Ugashik Village
 Umkumiute Native Village
 Native Village of Unalakleet
 Native Village of Unga
 Village of Venetie (See Native Village of
 Venetie Tribal Government)
 Native Village of Venetie Tribal
 Government (Arctic Village and
 Village of Venetie)
 Village of Wainwright
 Native Village of Wales
 Native Village of White Mountain
 Wrangell Cooperative Association
 Yakutat Tlingit Tribe
 [FR Doc. 05-23268 Filed 11-23-05; 8:45 am]
 BILLING CODE 4310-4J-P



**Tribal Constitution
of the
Soboba Band of Mission Indians
San Jacinto, California
Enacted October 2, 1983**



We, the members of the Soboba Band of Mission Indians, hereinafter referred to as the Band, in order to establish a formal government, recognized by the Bureau of Indian Affairs, do hereby adopt this Tribal Constitution setting forth rules of procedure governing our Tribal authority and jurisdiction.

1. Territory. The jurisdiction of the Band shall extend to the land now and hereafter comprised within the legal boundaries of the Soboba Indian Reservation, located within the State of California, County of Riverside.

2. Membership.
 - A. Base Roll. The base roll of the Soboba Band of Mission Indians shall consist of all persons whose names are listed on the original 1940 census roll of the Soboba Indian Reservation, and all other direct lineal descendants whose names were added to that roll pursuant to vote of the General Council prior to October 2, 1993; provided,
 - 1) That no person who was or is officially enrolled or recognized as being a member of another Tribe shall be eligible for membership, nor shall be included on the Base Roll. "Officially enrolled or recognized" as a member of another Tribe or Band shall mean receipt or eligibility to receive Tribal benefits or assets of another Tribe.
 - 2) Nor shall the descendants of any such person listed in 2A(1) be eligible for enrollment by reason of descent from such person.

 - B. Membership criteria for subsequent enrollees. In addition to those eligible persons who have been included on the base roll, membership in the Soboba Band of Mission Indians shall be open to direct lineal descendants who apply therefore and are determined by the enrollment committee to be within at least one of the following categories:
 - 1) Persons born after the effective date of this statute who have at least one of their direct ancestors listed on the base roll, regardless of whether said ancestor(s) is/are still alive, and provided that at least one of any such persons biological parents must be enrolled in the Soboba Band to be eligibility for enrollment.
 - 2) Living persons named on the Soboba original 1940 census roll and as that roll has been updated from time to time shall be considered automatically eligible for membership and the names shall be placed on the membership roll. Those persons whose names appear on the attached membership list are considered automatically eligible.



Soboba Band of Mission Indians Tribal Constitution

- 3) "The Statute to establish membership requirement" designated as Statute no. GR-93-MES-26 Passed by the General Council on October 2, 1993 is incorporated herein.
 - C. The official membership roll shall be prepared in accordance with a statute adopted by the members of the Soboba Band. Such Statute shall contain provision for enrollment procedures, enrollment committee, application form, approval or disapproval of application, rejection notice, appeals and provisions for keeping the roll on a current basis. Any action involving additions, deletions, or corrections to the roll shall be subject to the approval of the General Council.
 - D. The governing body (Soboba Band) shall have the power to promulgate statutes governing future membership and loss of membership.
3. Governing Body. The governing body of the Band shall be the General Council which shall consist of all adult members eighteen (18) years of age or older. In addition, there shall be elected a Tribal Council consisting of a chairman, a vice-chairman, a secretary, a treasurer, and a Sergeant of Arms, who shall have the administrative power and duties hereinafter described.
4. Power of General Council and Tribal Council.
 - A. General Council. Subject to any limitation imposed by the United States or the General Council shall have the following power but their enumeration shall not be considered as depriving the Band of any heretofore vested rights or power which may be exercised through appropriate amendment.
 - 1) To manage, lease, contract or otherwise deal with Tribal assets.
 - 2) To employ legal council.
 - 3) To assess fees for the payment of expenses of the Band or to finance any project which in its opinion is for the benefit of the Band.
 - 4) To take such action necessary to carry into effect any of the foregoing powers.
 - 5) To give final approval or disapproval of all land assignments, which will be made by the Tribal Council.
 - 6) To establish its own rules of procedure for the conduct of its affairs and by appropriate statute or resolution delegate to the Tribal Council or any other committee any of the foregoing powers and duties.
 - 7) No petition shall be circulated among the recognized members without first being presented to the General and/or Tribal Council.



Soboba Band of Mission Indians Tribal Constitution

- B. Tribal Council. The Tribal Council shall have the following administrative powers and duties, but shall not commit the Band to any contract, lease, or other arrangement unless it is so empowered by a statute or resolution adopted by the General Council at a duly called meeting of the Band.
- 1) Authorized to execute and cause the effectuation of all statutes, contracts, leases, resolutions, or other documents approved by the General Council.
 - 2) Represent the Band in all negotiations between the Band and individuals, business concerns, and local, state and federal governments, their agencies and officers.
 - 3) Faithfully advise the General council of all such aforementioned negotiations.
5. Elections and term of office, vacancies and removal from office.
- A. All nominations, and elections, whether for officers or by the way of referendum shall be conducted in accordance with a statute or statutes adopted by the governing body. Which shall provide for the dates thereof, for polling places, election committees and their duties, absentee balloting and other necessary requirements.
 - B. Any member of the Band, eighteen (18) years of age or older shall have the rights to vote, and if duly elected, to hold office. Nomination for position of Tribal Council shall be made at a General Council meeting called for that purpose and all nominees shall give their consent to such nomination, personally to the General Council, at the time of the meeting, except as to write in candidates. All nominees, duly certified by the Tribal Council, shall have their names placed on the ballot. Write in candidates shall be allowed.
 - C. All election shall be announced either by posting notices on the reservation or by notice given to members at least fifteen (15) days before the election. For any election to be considered official at least thirty (30) percent of eligible voters must vote in such election.
 - D. All officers elected to the Tribal Council shall serve a term of two (2) years beginning April 1, or until their successors are duly elected and installed.
 - E. The candidates receiving the highest number of votes for their respective offices shall be declared elected. In case any ballot results in a tie, the chairman shall order a new election for the office or offices in question.
 - F. If a member of the Tribal Council fails or refuses to attend three (3) meetings in succession, unless excused due to illness or other causes for which he cannot be



Soboba Band of Mission Indians Tribal Constitution

held responsible, or shall die, resign, or be found guilty of a felony in any state or federal court be recalled from office for any cause, a vacancy shall automatically be created. When an office becomes vacant, nomination will be held the following meeting to fill the vacancy of the unexpired term. A meeting of the General Council shall be called for that purpose. The General Council shall appoint a committee of five (5) to conduct the election.

- G. The members of the Band shall have the right to request the removal of any member of the Tribal Council by filing a grievance with the Tribal Council signed by thirty (30) percent of the eligible voters asking for the removal of said member. This grievance must state the reasons for the filing of charges against the person in question. No member of the Tribal Council shall be removed from office except at a special election, after affording the accused member a fair opportunity to be heard in his own defense, which shall be held within thirty (30) days after filing the grievance. A majority of those voting in recall election shall govern, provided that at least forty (40) percent of the General Council eligible to vote shall vote in the election.

6. Meetings.

- A. Regular meetings of the General Council shall be held on the second Saturday of every third month beginning with the second month of calendar year (Feb., May., Aug., and Nov.). Special meetings of the General Council may be called by the chairman and shall be called by him/her when requested by a majority of the members of the Tribal Council.
- B. The time and place of all meetings shall be designated by the Tribal Council unless previously arranged by the General Council. Notice of all meetings shall be posted of the reservation and/or mailed to all Tribal Members at least ten (10) calendar days prior to meeting.
- C. In order to conduct official business at a General Council meeting a majority of the Tribal Council must be present.
- D. All meetings of the Band shall be conducted in accordance with a revised form of Robert's rules of order.

7. Duties of officers.

- A. Chairman (Spokesman). He/she shall preside at all meetings of the General Council and Tribal Council. When neither the General Council nor the Tribal Council are in session he/she shall be the official representative of the Band. The chairman shall vote only in the case of a tie vote in either the General Council or Tribal Council meetings.



Soboba Band of Mission Indians Tribal Constitution

- B. Vice-Chairman. In the absence of the chairman he/she shall have the power and authority of the chairman. He/she may, if authorized by the chairman, assist the chairman in the performance of his duties.
- C. Secretary. He/she shall keep the minutes of both the General Council and Tribal Council meetings. He/she shall be responsible for the certification of the enactment of all Statutes and Resolutions of both the Tribal Council and General Council. He/she shall attend to the giving of all notices required by this document. He/she shall also receive on behalf of the Tribal Council all petitions provided for in this document. Copies of all minutes, resolutions or other enactments shall be submitted to the Bureau of Indian Affairs through the local office within 30 days of their enactment.
- D. Treasurer. He/she shall have care and custody of all valuables for the Band and deposit all funds in an approved depository. He/she shall be bonded, at the expense of the Band, and he/she shall not disburse any funds unless authorized to do so by Resolutions or Statutes. He/she shall maintain financial accounts, receipts, and records which shall be available for inspection by officers of the Tribal Council. All financial records of the Band shall be audited at least once each year and at such times as may be directed by the Tribal Council, General Council or Bureau of Indian Affairs.
- E. Any eligible voter of the Band shall have a right upon written request to the Tribal Council to inspect the official records of the Band at such reasonable times and at such places mutually convenient to the member and the Secretary and/or Treasurer.
8. Amendment. This Tribal Constitution may be amended by two-thirds (2/3) vote of the eligible voters of the Band voting at an election called for that purpose by the General Council, but no amendment shall become effective until it has been approved by the Secretary of the Interior or his authorized representative.
9. Approval. The Tribal Constitution shall become effective upon approval by the General Council and the Secretary of the Interior or his authorized representative.

Exhibit C – Constitution of the Soboba Band of Luiseño Indians

**Exhibit D – Tribal Resolution Authorizing Fee-to-Trust Application of
the Soboba Oaks Retreat Property, April 17, 2007**

**Exhibit E - Legal Description and Preliminary Title Report for Parcel 1
(APN 547-080-010)**

**Exhibit F - Legal Description and Preliminary Title Report for Parcel 2
(APN 547-030-024)**



**ORANGE COAST TITLE OF
THE INLAND EMPIRE**
1955 Hunts Lane, 2nd Floor
San Bernardino, CA 92408
(909) 825-8800

PRELIMINARY REPORT

N E A On Behalf Of Soboba Of Luisenio Indians
12009 NE 99th Street, Suite 1410
Vancouver, WA 98682

Attention: Ben Pogue

Your no.: NORTHWEST ECONOMIC
Order no: 783098-10

Dated: August 2, 2006

In response to the above referenced application for a policy of title insurance, **Orange Coast Title of the Inland Empire** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.

The printed exceptions and exclusions from the coverage of said policy or policies are set forth in Exhibit B attached. Copies of the policy forms should be read. They are available from the office, which issued this report.

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

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

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

Dated as of July 21, 2006 at 7:30 A.M.

Cynthia Kack
Title Officer
(909) 825-8800
Fax #: (909) 370-3332

The form of Policy of Title Insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection)

The premium for a Policy of Title Insurance, if issued will be based on:

Short-term rate.

SCHEDULE "A"

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

A fee.

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

The Soboba Band of Luiseno Indians

The land referred to in this report is situated in the County of Riverside, State of California, and is described as follows:

Parcel 1:

The North half of the Northeast quarter and that portion of the Southwest quarter of the Northeast quarter of section 28, Township 4 South, range 1 East, San Bernardino Base and Meridian, lying Northerly of a line 400 feet Northerly of and parallel with the South boundary line of the Northeast quarter of said Section 28.

Together with the Southeast quarter of the Northeast quarter and the South 400.00 feet of the Southwest quarter of the Northeast quarter of Section 28, Township 4 South, Range 1 East, San Bernardino Base and Meridian, as shown by United States Government Survey.

Together with the East half of the Southwest quarter and the North half of the Southeast quarter, Section 28, Township 4 South, Range 1, East, San Bernardino Base and Meridian, as shown by United States Government Survey.

Except therefrom all oil, gas, mineral, and other hydrocarbons, as reserved in instruments of record.

Parcel 2:

The Southeast quarter of section 21, Township 4 South, Range 1 East, San Bernardino Base and Meridian.

Except therefrom all oil, gas, mineral, and other hydrocarbons, as reserved in instruments of record.

SCHEDULE "B"

At the date hereof exception to coverage in addition to the printed exceptions and exclusion contained in said policy form would be as follows:

- 1) General and Special taxes for the fiscal year 2006-2007, including any assessments collected with taxes. A lien not yet payable.
- 2) The following taxes have all been paid and are reported for proration purposes only. General and Special taxes for the fiscal year 2005-2006.

| | |
|-----------------|---------------|
| Total amount | \$31,804.26 |
| 1st installment | \$15,902.13 |
| 2nd installment | \$15,902.13 |
| Code area | 091-013 |
| Parcel No. | 547-080-010-3 |
| Exemption | \$0 |
- 3) Supplemental taxes including special assessments and/or personal property taxes if any, for the fiscal year 2003-2004

| | |
|------------------|-----------------|
| 1st installment: | \$9,395.32 paid |
| 2nd installment: | \$9,395.32 paid |
| Parcel no. | 052-235-397-4 |

The above taxes cover Parcel 1.
- 4) The following taxes have all been paid and are reported for proration purposes only. General and Special taxes for the fiscal year 2005-2006.

| | |
|-----------------|---------------|
| Total amount | \$13,130.72 |
| 1st installment | \$6,565.36 |
| 2nd installment | \$6,565.36 |
| Code area | 091-013 |
| Parcel No. | 547-030-024-1 |
| Exemption | \$0 |
- 5) Supplemental taxes including special assessments and/or personal property taxes if any, for the fiscal year 2003-2004

| | |
|------------------|-----------------|
| 1st installment: | \$6,635.02 paid |
| 2nd installment: | \$6,635.02 paid |
| Parcel no. | 052-235-396-3 |

The above taxes cover Parcel 2.
- 6) The lien of supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq. of the revenue and taxation code of the State of California.

Exceptions Continued

- 7) Rights of the public in and to any portion of said land lying within any lawfully established streets, roads or highways.
- 8) A right of way granted to R. H. McDonald for the flowage of the water (Castile Canyon).
- 9) A right of way for ditches or canals constructed by the authority of the United States, as reserved in United States patent recorded October 19, 1893 in book 1, page(s) 51 and July 19, 1897 in book 2, page(s) 58 both of Deeds, records of Riverside County, California.
- 10) An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument
 Recorded: in book 433, page(s) 315 of Deeds.
 For: ingress, egress, construction and maintenance of pipe lines and also the right to build highlines and for domestic water pipes and incidental purposes
 Affects: the location of said easement cannot be determined from the public records.
- 11) Covenants, conditions and restrictions in an instrument recorded in book 433, page(s) 315 of Deeds, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.
- "NOTE: section 12956.2 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."
- 12) The effect of an agreement by and between the Metropolitan Water District of Southern California and Robert E. Campbell recorded March 22, 1938 in book 366, page(s) 277, Official Records.
- 13) An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument
 Recorded: August 31, 1956 as Instrument No. 60970 in book 1965, page(s) 594, Official Records.
 For: water wells, pipe lines, power lines and incidental purposes
 Affects: said land.
- 14) Covenants, conditions and restrictions in an instrument recorded August 31, 1956 in book 1965, page(s) 594, Official Records, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.
- "NOTE: section 12956.2 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."
- 15) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: December 12, 1958 as Instrument No. 90106, Official Records
 For: utilities and incidental purposes
 In favor of: California Electric Power Company
 Affects: said land.
- 16) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: December 19, 1958 as Instrument No. 91904 in book 2384, page(s) 60, Official Records
 For: public utilities and incidental purposes
 In favor of: California Electric Power Company
 Affects: said land.

Exceptions Continued

- 17) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: February 01, 1977 as Instrument No. 17927, Official Records
For: poles, lines, conduits or underground facilities and incidental purposes
In favor of: Southern California Edison Company
Affects: said land.
- 18) The effect of affidavits executed July 29, 1976 by James C. Ingerbretsen, Esq., recorded May 21, 1979 as Instrument No. 104078, 104079 and 104080 all of Official Records of Riverside County, California.
- 19) An instrument, upon the terms and conditions contained therein
Entitled: Certificate of Parcel Merger No. 699
Recorded: July 6, 1990 as Instrument No. 90-250260, Official Records
- 20) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: June 29, 2005 as Instrument No. 05-0518433, Official Records
For: public utilities and incidental purposes
In favor of: Southern California Edison Company
Affects: said land.
- 21) "NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review".
- 22) Any facts, rights, interest or claims which may be shown by an inspection of the land or which may be disclosed by inquiry of persons in possession of said land.
- 23) Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.
- 24) This company will require the following in order to insure title in, or a conveyance or encumbrance from the entity named below.

Name: The Soboba Band of Luiseno Indians

(a) A copy of the by-laws or articles of association (sometimes known as the "agreement" or "charter").

(b) A copy of the resolution of the association approving the present transaction and identifying the subject land. The resolution should also state that the transaction is necessary for the business purposes of the association and should name the parties who are authorized to execute documents for the association.
- 25) The effect of documents, proceedings, liens, decrees or other matters which do not specifically describe said land, but which, if any do exist, may effect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and will require a statement of information from All Parties in order to complete this report.

End of Schedule B

"NOTES AND REQUIREMENTS SECTION"**Note No. 1**

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

NOTE NO. 2 PAYOFF INFORMATION:

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

Note No. 3

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow. If funds are to be deposited with **Orange Coast Title of the Inland Empire** by wire transfer, they should be wired to the following bank/account:

Wiring Instructions for This Office:

Bank of America

100 West 33rd Street

New York, NY 10001

ABA 026009593

Account No. 12354-21177

Credit to the account of **Orange Coast Title of the Inland Empire**

Reference Title Order No. 783098-10

and Cynthia Kack, title officer