APPLICATION FOR TRANSFER OF TITLE FOR FEE LANDS INTO TRUST

SUBMITTED BY THE SANTA YNEZ BAND OF CHUMASH MISSION INDIANS

November 2013

P.O. Box 517
100 Via Juana Lane
Santa Ynez, CA 93460
TABLE OF CONTENTS

INTRODUCTION

SECTION 1
Request for Secretarial Action

SECTION 2
Statutory Authority for the Acquisition

SECTION 3
Consistency

SECTION 4
Justification for Acquisition

SECTION 5
Purpose for Acquisition

SECTION 6
Impacts on the State of California and Its Political Subdivisions

SECTION 7
Potential Jurisdictional Problems

SECTION 8
Proposed Mitigation Measures

SECTION 9
BIA Impacts and Contemplated Services

SECTION 10
Certified Copy of Proposed Deed

SECTION 11
Escrow Instructions

SECTION 12
Preliminary Title Report
Policy of Title Insurance (ALTA)

SECTION 13
Legal Description of Property
Survey Map
SECTION 14
Exceptions to Title

SECTION 15
Rights-of-Way Record, Special Assessment Districts, Deeds or Judgment Liens

SECTION 16
Appraisal Report

SECTION 17
NEPA Compliance Environmental Assessment
Finding of No Significant Impact (FONSI)

SECTION 18
Existing Terrain

SECTION 19
Proposed Use

SECTION 20
Evidence of Taxes Paid

SECTION 21
Phase 1 Environmental Assessment

EXHIBIT A
Property Map

EXHIBIT B
Location of Property relative to the Reservation

EXHIBIT C
NULL

EXHIBIT D
NULL

EXHIBIT E
Resolution No 930A (Superseding Resolution No. 930 Requesting Secretarial Action)

EXHIBIT F
Federal Register Listing of Federally-Recognized Tribes

EXHIBIT G
ALTA Title Policy
EXHIBIT H
Santa Barbara County Property Tax Highlights (2011-2012)

EXHIBIT I
County of Santa Barbara Tax Records

EXHIBIT J
Map of Land Use Designations

EXHIBIT K
Tribal Services Contributions and Agreements

EXHIBIT L
Proposed Deed to the United States of America in Trust for the Santa Ynez Band of Mission Indians

EXHIBIT M
Grant Deed to Santa Ynez Band of Mission Indians

EXHIBIT N
Title Commitment and Underlying Documents

EXHIBIT O
Resolution No. 931 Accepting the Exceptions

EXHIBIT P
Proof of payment of taxes

APPENDIX 1
ALTA/ASCM Land Title Survey
INTRODUCTION

Purpose
The purpose of this document is to provide a formal request to the Pacific Regional Office from the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California (“Santa Ynez” or “Tribe”) to process the transfer of title from fee land owned by the Tribe to land owned by the United States of America held in trust for the benefit of the Tribe. This application has been prepared under the guidelines of 25 CFR 151, Land Acquisitions, the Department’s Fee-to-Trust Handbook, and the Fee to Trust Land Acquisitions Application Requirements Checklist for Tribal Land Transfers. All of the accompanying support materials are included herein, with the exception of the Environmental Assessment (“EA”) and Phase 1 Environmental Site Assessment (“ESA”) which are being submitted under separate cover.

Pursuant to 25 CFR 151.11(b), the property is located within the County of Santa Barbara. There is no issue regarding contradictory jurisdictions as the property is approximately 520 miles from the Oregon border, approximately 233 miles from the Nevada border, approximately 307 miles from the Arizona border and approximately 10 miles from the Pacific Ocean. Further, the property lies within the County of Santa Barbara, and lies approximately 23 miles from the City of Santa Barbara. Finally, the property is adjacent to Highway 154 and is a mere 1.6 miles from the Reservation. (See Exhibits A and B).

In 2010, the Tribe purchased the following parcels from the Fess Parker Estate:

<table>
<thead>
<tr>
<th>Parcel</th>
<th>APNs</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 1</td>
<td>141-121-051, 141-140-010</td>
<td>194.9</td>
</tr>
<tr>
<td>Parcel 2</td>
<td>141-140-010</td>
<td>683.3</td>
</tr>
<tr>
<td>Parcel 3</td>
<td>141-230-023, 141-140-010</td>
<td>257.7</td>
</tr>
<tr>
<td>Parcel 4</td>
<td>141-240-002, 141-140-010</td>
<td>260.5</td>
</tr>
<tr>
<td>Parcel 5</td>
<td>141-230-023</td>
<td>14.7</td>
</tr>
</tbody>
</table>

Total: 1411.1 Acres

As outlined herein, these parcels are contiguous to each other and are approximately 1.6 miles from the Reservation. (See Exhibits A and B)

Santa Ynez Historical Perspective

The members of the modern day Santa Ynez Band of Chumash Mission Indians are the direct descendants of the original Chumash peoples, whose numbers totaled 18,000-22,000 prior to the Spanish contact. Prior to the Mission Period, there were around 150 independent Chumash
villages along the coast of California. Subsequent to Spanish contact, the Chumash population dwindled to a mere 2700 in 1831.

Santa Ynez is a politically independent unit of the Chumash cultural group and is the only federally-recognized band of Chumash Indians. At the time of the missions, the Chumash were the most widespread tribe within California; their territory stretched from what is today Malibu to the South to modern day Paso Robles to the North. They occupied many of the Channel Islands to the West and extended as far East as a portion of what is now Kern County. In all, their lands comprised over seven thousand square miles.

The Spaniards considered the Chumash to be superior to other Indian tribes in California due to their well-developed towns, extensive trade routes and high quality of goods. The Spaniards encountered prosperous and sophisticated towns on their arrival on the coast. Once the Mission Period began, the Chumash contributed both skilled craftsmen and religious leaders to the benefit of the Santa Ines Mission.

Catholic Lawsuit 1

Certain portions of the Tribe’s land tenure history are of particular import to this acquisition and therefore bear repeating here. Specifically, the 1897 Quiet Title Action by the Catholic Church which ultimately led to the establishment of the Tribe’s reservation.

In 1891, Congress passed the Mission Indian Relief Act designed to help those Indians (neophytes/Christianized Indians) who had been associated with and enslaved by the missions. Many of these communities were destitute since their land had been taken away from them. It was the intent of Congress to send out a commission to investigate the conditions of the Mission Indians and thereafter settle them onto reservations created by the United States, rather than the current lands held by the Catholic Church/Missions. Thus, the Smiley Commission was formed and investigated the plight of the Mission Indians in California.

The Smiley Commission found that the Santa Ynez Indians were primarily living in a village around the Zanja de Cota Creek area on lands they had moved to around 1835 after the secularization of the Mission. It further determined that, although there was abundant evidence of a long period of occupancy of the mission lands, title to the land for a federal reservation could not be obtained through adverse possession. It is clear from the petition by the Bishop of Monterey that the Church and its priests had long considered the mission lands to be “owned” by the Chumash Indians of that mission (Santa Ines). As such, the Indians could not be considered to have been in adverse possession of the land. The Smiley Commission determined that the United States would have to utilize a different mechanism for establishing a federal reservation for the Santa Ynez Chumash.

In order to accomplish this end, the Bishop of Monterey commenced a quiet title action, which was consented to by the United States Government through its local Indian agent. The action

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1 Should the Bureau wish copies of the lawsuit or other pertinent historical documentation which supports the Tribe, the Tribe is more than happy to provide such information.
concerned about 11,500 acres of the Rancho Canada de los Pinos (College Rancho) grant. Throughout the pendency of the litigation, the Santa Ynez Chumash continued to assert their right of occupancy and possession to a much greater area of land than was being discussed in negotiations. At various times parcels of land of five acres, fourteen acres and two hundred acres were proposed as the property to be deeded to the United States for the Santa Ynez Indians. Each of these proposals represented areas which were significantly less than the original Mission lands (held for the local Chumash by the Catholic Church) and the Rancho Canada de los Pinos (the Mission lands as reconfigured by the United States). Ultimately, after settlement of the lawsuit and negotiations, what was transferred to the United States to be held in trust for the Tribe was a mere ninety-nine acres.

**Santa Ynez Recent History**

The Tribe reorganized its government under the IRA after having voted, in 1934, to accept the provisions of the IRA. Although complete reorganization efforts in California were slow to come from the Federal government, the Tribe nonetheless began developing both its governmental functions and structures to assure continued survival of the Tribe and its members. The turbulent beginnings of the Indian casino in the 1980s ultimately provided a base upon which the Santa Ynez Band began to develop their governmental capabilities and entrepreneurial infrastructure.

Today, the Tribal government oversees a number of different programs: A full-time Environmental Department, Education Committee, Elders Council and Enrollment Committee. The Tribe maintains a Social Services/Community Outreach program through its Tribal Health Clinic. These programs and services help manage and ensure the well-planned growth of the Santa Ynez Tribal government. The Tribe also has established a Culture Department and has rediscovered its Samala language and ceremonies. The Tribe, therefore, eagerly awaits the finalization of a fee-to-trust acquisition which contains a major cultural site.

Santa Ynez continues to identify goals and opportunities for the future benefit of the Tribe. They utilize the proceeds from economic development efforts to become more self-sufficient and expand the capabilities of the Tribal government, and increase the amount of usable land for tribal needs such as housing.

It is widely understood throughout Indian Country that a Tribal government’s sovereignty is dependent on a land base to exercise its jurisdiction over. Thus, the preservation of the tribe’s existing land base and the re-acquisition of its traditional lands have always been top philosophical priorities. Today, although land prices around the Reservation are not necessarily favorable, the Tribe is fortunate to have extra income to allocate for land.

**Summary**

Historically the Chumash had an extensive territory ranging along the California Coast. The Tribe’s reservation was established\(^2\) in 1906 through grants to the Federal government from the

\(^2\) In 1903, the Santa Ynez Land and Improvement Company also deeded land to the Federal government for the benefit of the Tribe.
Catholic Church. This 100 acres of land, which initially formed the Tribe’s reservation, was largely unusable creek beds and flood plains. The Tribe has slowly but surely been able to increase this acreage and has purchased additional properties making the current Reservation approximately 139 acres. These properties are to be transferred back to the reservation under the jurisdiction of the Tribal Government for use and development for future generations.

This application shall demonstrate that all provisions of 25 CFR 151, Land Acquisitions, have been met to establish the conditions by which the Secretary, at her discretion (as authorized by 25 US Code Section 465), may transfer title of property from land held in fee by the Santa Ynez Band of Chumash Mission Indians to land held in trust by the United States for benefit of the Santa Ynez Band of Chumash Mission Indians. It is pursuant to these federal laws that the Tribe hereby makes the request.

SECTION: 1
REQUEST FOR SECRETARIAL ACTION

*All applications must be in writing and accompanied by a duly enacted Tribal Resolution which requests Secretarial action. (25 C.F.R. 151.9)*

On November 6, 2013, the Business Council of the Santa Ynez Band of Chumash Mission Indians duly adopted Resolution No. 930A, authorizing the Tribal Chairperson and the Business Council to take the steps necessary to acquire and place into trust certain lands referred to as Camp 4; requesting the Secretary to take the action of transferring title from fee land owned by the Santa Ynez Band of Chumash Mission Indians to land owned by the United States of America in trust for the benefit of the Santa Ynez Band of Chumash Mission Indians through submission of a Fee-to-Trust Application; and execution of a grant deed conveying the subject property to the United States of America to be held in trust for the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Indian Reservation, California.  *(See Exhibit E).*

In furtherance of the Business Council’s authorization, the Tribe, through submission of this application, is requesting Secretarial action to transfer title of land from fee landed owned by Santa Ynez to land held by the United States of American in trust for the benefit of the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Indian Reservation, California.

SECTION: 2
STATUTORY AUTHORITY FOR THE ACQUISITION

*All applications must cite the statutory authority for the land acquisition. (25 C.F.R. 151.10(a)).*

Section 5 of the Indian Reorganization Act of 1934 (48 Stat. 984), as amended, provides the authority for this acquisition. The Secretary of the Interior is also authorized to acquire and hold land in trust for the Tribe pursuant to Section 203 of the Indian Land Consolidation Act as amended. The process for securing this land acquisition is governed generally by 25 CFR Part 151.
The Santa Ynez Band of Chumash Mission Indians is recognized as an American Indian Tribe by the Secretary of the Interior (Exhibit F) and has been determined by the Department of Interior to have “been under Federal jurisdiction in 1934.”3

SECTION: 3
CONSISTENCY

Land acquisitions must be consistent with the policy set forth in 25 CFR 151.3. If application is not consistent with the policy, that application must state that a waiver of the regulations is being requested, and a justification for approval of the waiver should be contained within the application and/or supporting documents. (25 C.F.R. 151.3)

The Santa Ynez Band of Mission Indians has ownership of fee simple title to the property which is the subject of this application. Further, as is described in more detail below and in the Tribe’s EA, the intent of the Tribe is to provide for tribal housing on much of the property. Thus, pursuant to 25 CFR sections 151.3(a), 151.3(a) (2) and (3), the Tribe does hereby submit the following information and documents contained within this Application in support of its request that the Secretary of the Interior accept into trust the subject lands, as described in the ALTA Policy (Exhibit G), for purposes of tribal housing and facilitating tribal self-determination.

SECTION: 4
JUSTIFICATION FOR ACQUISITION

The applicant must state the need for additional land (25 C.F.R. 151.10(b)).

The Santa Ynez Band of Chumash Mission Indians is a strong functioning tribal government with many capabilities and a growing economy. These are some of the tools necessary to sustain future generations, increase the Tribal enrollment, and build an ever-stronger functioning Tribe in the future. Another critical element is land as a basic resource. The Santa Ynez Tribal Government, and the life of its members, rely on the highest and best use of its land resources to provide for government infrastructure, housing, service facilities and to generate income and opportunities that contribute to Tribal self-sufficiency. While the Tribe has managed to move ahead on its existing land base, it recognizes the need to acquire more useable land for the Reservation to both develop a portion of now for housing, as well as land-bank and hold for development by future generations. The proposed action of transferring the land into trust for the benefit of the Tribe will meet the following needs:

1. Provide ample land space to provide for tribal housing for all tribal members and their families.

2. Bring land within the jurisdictional control of the Tribe, meeting the need for consistent planning, regulatory, and development practices under the single jurisdiction of the Tribe.

3. Help meet the Tribal long range needs to establish a greater reservation land base to meet its needs by increasing the reservation by approximately 1400 acres.

4. Help meet the need for a land base for future generations, land-banking, etc.
5. Help to increase Tribe’s ability to exercise self-determination and to expand Tribal government.
6. Help meet the need to preserve cultural resources in the area by returning land to Tribal and DOI control in order to protect Tribal land from dumping, environmental hazard, unauthorized trespass, or jurisdictional conflict.

The current Reservation lands are highly constrained due to a variety of physical, social, and economic factors. A majority of the lands held in Trust for Santa Ynez are located in a flood plain. This land is not suitable for much, if any, development because of flooding and drainage problems. The irregular topography and flood hazards are associated with the multiple creek corridors which run throughout the property resulting in severe limitations of efficient land utilization. The current reservation has a residential capability of approximately 26 acres or 18% and an economic development capability of approximately 16 acres or 11%. The remaining 99 acres or 71% of the reservation is creek corridor and sloped areas which are difficult to impossible to develop. Therefore, the size of the usable portion of the Santa Ynez Reservation amounts to approximately 50 acres, much of which has already been developed.

The Tribe has a population of 136 tribal members and approximately 1300 lineal descendants which it must provide for. Currently, only about 17% of the tribal members and lineal descendants have housing on tribal lands. This trust land acquisition is an integral part of the Tribe's efforts to bring tribal members and lineal descendants back to the Tribe, accommodate future generations, and create a meaningful opportunity for those tribal members and lineal descendants to be a part of a tribal community revitalization effort that rebuilds tribal culture, customs and traditions. In order to meet these goals, the Tribe needs additional trust land to provide housing for tribal members and lineal descendants who currently are not accommodated with tribal housing.

Undeveloped property is at a minimum within the Santa Ynez Reservation. Lands that are undeveloped are of insufficient size for development. The northern portion of the reservation, has the Tribal Health Clinic and Tribal Government facilities, the remainder of the land utilization is specifically designed to provide residential opportunities for tribal members and lineal descendants. Any further development in the area would be appropriate only for small scale residential enhancements and does not provide sufficient acreage to build the necessary new housing for its members and lineal descendants.

The remaining acreage held in Trust for the Tribe constitutes the southern Reservation. This is a long narrow parcel of land which at times narrows to only a couple of hundred feet in width. Such narrowness imposes severe constraints on development of the property. Given the limited usable land the Tribe has to work with, it is in need of additional lands for purposes of tribal housing, enhancing its self-determination, beautification of the Reservation and surrounding properties, and protection and preservation of invaluable cultural resources.

Further, placing the property into trust allows the Tribe to exercise its self-determination and sovereignty over the property. Land is often considered to be the single most important economic resource of an Indian tribe. Once the lands are placed under the jurisdiction of the Federal and tribal governments, the tribal right to govern the lands becomes predominant. This is important, as
the inherent right to govern its own lands is one of the most essential powers of any tribal
government. As with any government, the Tribe must be able to determine its own course in
addressing the needs of its government and its members. Trust status for its lands is crucial to this
ability.

Specifically, the Tribe must be able to manage and develop its property pursuant its own interests
and goals. If the land were to remain in fee status, tribal decisions concerning the use of the land
would be subject to the authority of the State of California and the County of Santa Barbara,
impairing the Tribe’s ability to adopt and execute its own land use decisions and development
goals. Thus, in order to ensure the effective exercise of tribal sovereignty and development
prerogatives with respect to the land, trust status is essential.

In addition to allowing the Tribe to work within its own regulatory scheme, trust status provides
protections for the lands that the Tribe would not otherwise be able to achieve. For example, once
the land is in trust, parties other than the Federal government or the Tribe, whether they be
governmental or private entities, have no power over the property. Thus, these parties would not
be able to obtain rights in the property through, for example, adverse possession or the power of
eminent domain.

SECTION: 5
PURPOSE FOR ACQUISITION

Applicant must state the purpose(s) for which the land will be used. (25 CF.R. 151.0(c)).

As is described in more detail in the Tribe’s EA, the Tribe intends to provide tribal housing and
supporting infrastructure on a portion of the property. The remainder will continue to be used for
economic pursuits (vineyards and a horse boarding stable), as well as for future long range
planning and land banking. The property will serve to enhance the Tribe’s land base to support
tribal housing, infrastructure and tribal self-determination. Placing the land into trust will allow
the Tribe jurisdiction over such things as the overt appearances of the property, as well as any
cultural resources contained within the property. Tribal lands also comprise the heart of the non-
economic resources of a tribe by serving cultural, spiritual, or educational purposes, among others.
This invaluable tribal resource is protected by placing acquired fee lands in trust with the United
States Government. By placing the land in trust, the potential interference with those powers by
State and local governments is reduced, and the jurisdiction of the Tribe thereby solidified and
preserved.

SECTION: 6
IMPACTS ON THE STATE OF CALIFORNIA AND ITS POLITICAL SUBDIVISIONS

The application must state what impacts on the state and its political subdivisions will result from
removal of property from the tax rolls. (25 C.F.R. 151.10(e)).

The Tribe has practiced sound environmental stewardship of their Tribal lands and will do so with
this property; therefore, there will be a positive environmental and visual impact on the
neighboring county and city areas, as well as from Highway 154.
Santa Ynez Band of Chumash Indians

Fee-to-Trus Application for Camp 4

November 2013

Santa Barbara County would experience a *de minimis* decrease in the amount of assessable taxes in the county by placing the property into trust and removing it from the county tax rolls. The County of Santa Barbara generated $625 million in property taxes for the fiscal year 2011-2012 and is expected to generate $632 million for the fiscal year 2012-2013. (Exhibit H) The following is a table demonstrating the taxes collected from the parcels for 2012-2013 (See Exhibit I):

<table>
<thead>
<tr>
<th>APNs</th>
<th>Taxes 2012-2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>141-121-051</td>
<td>$40,401.06</td>
</tr>
<tr>
<td>141-140-010</td>
<td>$41,753.30</td>
</tr>
<tr>
<td>141-230-023</td>
<td>$595.96</td>
</tr>
<tr>
<td>144-240-002</td>
<td>$504.88</td>
</tr>
</tbody>
</table>

The total collectable taxes on the property for 2012-2013 were $83,255.20, which represents far less than 1% of the total which the County expects to generate from property taxes. Therefore, the percentage of tax revenue that will be lost by transferring the land into trust would be insignificant in comparison to the total amount of revenue enjoyed by the County.

**SECTION 7**

**POential Jurisdictional Problems**

The application must fully describe the jurisdictional problems or conflicts which may arise as a result of the intended land use, and the removal from state or local jurisdictions. (25 C.F.R. 151.10(f)).

Santa Barbara County has current jurisdiction over the land use on the property subject to this application. The County’s land use regulations are presently the applicable regulations when identifying potential future land use conflicts. The property is currently zoned AG – II for agricultural uses, with a minimum lot area of 100 acres on prime and non-prime agricultural lands located within the County. (See Exhibit J).

There is a great need for the land to be taken into trust so that the Tribe may consolidate its land base and solidify its jurisdiction over the property owned by it. There should be no adverse jurisdictional impacts to the County because the Tribe’s intended purposes of tribal housing, land consolidation and land banking are not inconsistent with the surrounding uses. As such, the County will not have any additional impacts of trying to coordinate incompatible uses. Further, the County would not have the burden or responsibility of maintaining jurisdiction over the Tribal property. As such, the Tribe does not anticipate that there will be any adverse jurisdictional impacts by the land being taken into trust.

The land presently is subject to the full civil and criminal prohibitory jurisdiction of the State of California and Santa Barbara County. Once title to the land is accepted into trust and becomes part of the Santa Ynez Reservation, and thus becomes Indian Country, the State of California will have the same territorial and adjudicatory jurisdiction over it and over individuals and transactions that occur on it as the State now has over similar individuals and transactions in other areas of Indian Country within the state. Under PL. 280 [18 U.S.C., Section 1162 (criminal) and 28 U.S.C.
Section 1360 (civil)], except as otherwise provided, the State of California would exercise concurrent jurisdiction with the Tribe to enforce criminal laws against all individuals on the land. PL. 280 also provides certain important exceptions to civil jurisdiction by the State over the tribal lands, such as extending no civil jurisdiction to tax, and denying to State courts the right to determine ownership, possession, or any interest in such trust land. Thus, provision of police services would continue to be the responsibility of the Santa Barbara County Sheriff’s Department, and criminal prosecutions of criminal offenses under state statutes committed by anyone within such Indian Country would continue to be brought in State courts. However, neither the State nor the County would have jurisdiction to enforce civil regulatory laws within Indian Country against individual reservation Indians or the Tribe, such as building and zoning ordinances, rent control, etc. As such, there should be no adverse jurisdictional impacts created by placing the property into trust.

With respect to impacts to the State and County, the Tribe has consistently been cooperative with local government and service providers to assist in mitigating any adverse effects their activities may cause. For instance, the Tribe has a 2002 agreement with the Santa Barbara County Fire Department which pays for fire protection. (Exhibit K(1)) and the Tribe has its own Wild Lands Fire Department. The Tribe has also been able to make generous contributions to the surrounding communities. They have sponsored numerous organizations and events. These include youth programs, sports programs, and local emergency service providers such as the Sheriff’s Department and Fire Department. For instance, the Tribe also pays for County Sheriff and Fire through the Special Distribution Fund created by the Tribal-State Compact and has donated over $4.5 million to the Sheriff’s Department over a 10 year period. (Exhibits K(2)-(4)). Moreover, the Tribe has nearly completed negotiations for a supplemental agreement to fund a full-time position on the Reservation through the Sheriff’s Department. Thus the Tribe has made every effort to help mitigate any impacts to County service organizations and hopes to continue to support such community activities and services.

SECTION: 8
PROPOSED MITIGATION MEASURES

The application must state what mitigation actions are planned to reduce adverse impacts identified under Item Nos. 6 and 7 above.

The Tribe does not anticipate any adverse impacts with the use of land to be taken into Trust. The Tribe’s intended purpose of tribal housing and land consolidation is consistent with the current surrounding zoning. Any mitigation measures addressing proposed impacts are contained within the Tribe’s EA submitted under separate cover. Further, impacts on the local government tax schemes and services have been addressed. (See above in Section 7.)

SECTION: 9
BIA IMPACTS AND CONTEMPLATED SERVICES

The application must identify any potential impact upon services currently provided by the BIA, or what BIA services will be requested or required if the application is approved. (25 C.F.R. 151.10(g)).
Acceptance of the acquired lands into Federal trust status should not impose any significant additional responsibilities or burdens on the BIA beyond those already inherent in the Federal trusteeship over the existing Reservation. Most of the property is currently vacant and has no forestry or mineral resources which would require BIA management. Tribal housing may require BIA leases and the infrastructure will likely require additional easements to be processed through the BIA. With respect to maintenance of the property itself, the Tribe has, and will continue to, maintain the property through its Environmental Department and other appropriate departments. Emergency services to the property are provided by City and County Fire and Police through agreements between those agencies and the Tribe.

SECTION: 10
CERTIFIED COPY OF PROPOSED DEED

An original (or certified copy) of the proposed deed to the United States of America in trust for the Santa Ynez Band of Mission Indians. The notary acknowledgment on the deed must conform to California notary law. The deed must be executed by the legal landowner(s) as evidenced by a current title report or a recent title insurance policy. For conveyances of Tribal “fee” lands, the deed must be signed by a representative of the tribe as evidenced by a duly enacted Tribal resolution.

The Santa Ynez Band of Chumash Mission Indians, on November 6, 2013, approved Resolution No. 930A, which authorizes the appropriate officers of the Tribe to sign the Grant Deed referred to above. (See Exhibit E). A copy of that deed is attached as Exhibit L.

SECTION: 11
ESCROW INSTRUCTIONS

Any agreement(s) for purchase or exchange of the subject property (escrow instructions should also be included).

This section is not applicable because the Tribe has fee simple title to the property. (See Exhibit M).

SECTION: 12
PRELIMINARY TITLE REPORT
POLICY OF TITLE INSURANCE (ALTA)

A current title report or title policy (see Item 10 above). As required in the Standards of the U.S. Department of the Justice (see CFR 151.13), a title company must be willing to issue a final title policy on the approved U.S. form - ALTA U.S. Policy - 9/28/91 - and subject only to those exceptions acceptable to the U.S. and with liability in an amount equal to the value (most commonly the purchase price) of the subject property.

First American Title provided an ALTA Title Policy for the property (See Exhibit G) for the Tribe and has issued an ALTA Title insurance policy commitment for the property transfer to the United
States (See Exhibit N) as required in the Standards of the U.S. Department of Justice (see 25 CFR 151.13) in an amount equal to the market value of the parcels.

SECTION: 13
LEGAL DESCRIPTION OF PROPERTY
SURVEY MAP

THE LAND DESCRIPTION ON THE DEED AND TITLE EVIDENCE TITLE MUST BE IDENTICAL. Metes and bounds land descriptions must be supported by a legible copy of a survey plant map (maps will be microfilmed by BIA).

These parcels described as 141-121-051, 141-140-010, 141-230-023, and 141-240-002 are shown in the land description on the deed and the evidence of title as identical, as demonstrated by Exhibits M and N.

The accompanying ALTA survey map is attached as Appendix 1.

SECTION: 14
EXCEPTIONS TO TITLE

For any exception listed on the title evidence, a copy of the referenced document must be included - e.g., rights-of-way of record; all information relevant to any existing special assessment districts; legible copies of all maps or plats referenced; deeds or judgments that might be referenced. (If monetary lien(s) exist, the Tribe must state plans(s) for their elimination at close of escrow and/or prior to acceptance of title by the U.S.)

See applicable documents attached to the Title Commitment at Exhibit N. See also Exhibit O Resolution 931 accepting the title exceptions.

SECTION: 15
RIGHTS-OF-WAY OF RECORD, SPECIAL ASSESSMENT DISTRICTS, DEEDS OR JUDGMENT LIENS

For right-of-way of record, the Tribe must state whether or not such right will interfere with the intended use of the subject property - e.g., describe location of electrical lines; prohibit or limit land use within right-of-way area or if line is proposed for relocation (copies of any negotiated agreements should also be included).

See Appendix 1, the ALTA/ACSM Land Title Survey.

SECTION: 16
APPRAISAL REPORT

Application should include a copy of any appraisal report, if an appraisal is already available.
An appraisal report is not available for the property because the Tribe already owns the land in fee simple title. (See Exhibit M).

SECTION: 17
NEPA COMPLIANCE

Application must include an environmental assessment. (BIA may request additional documentation, investigations, or reports in order to be able to evaluate the impact of the trust acquisition as required by the National Environmental Policy Act).

An EA has been submitted under separate cover.

SECTION: 18
EXISTING TERRAIN

Application should include a description of existing terrain, existing improvements and/or occupants, statements as to whether or not there is LEGAL ACCESS to the subject property (plot maps showing existing roads, etc., and any proposed roads, structure sites, etc., are useful).

The property is situated within a relatively flat valley between the Santa Ynez Mountain and Coastal Mountain ranges and is comprised of two distinct topographical features consisting of a relatively flat valley and rolling hills. The property currently contains a vineyard operation, an operating horse stable, and a ranch house with a barn which are unoccupied. Both the vineyard operation and the horse stable are tribal operations.

The property is accessed from the west via an unimproved roadway coming off SR-154, from the north via two unimproved roadways coming off Baseline Avenue, and from the south via a roadway coming off Armour Ranch Road. There is no access to the property from the eastern boundary.

See also Appendix 1 the ALTA/ACSM Land Title Survey

SECTION: 19
PROPOSED USE

Off-Reservation land acquisitions for economic development must include a detailed explanation of the proposed development and how it will benefit the Tribe, e.g., Tribal employment, anticipated revenues to the Tribe and projections for increased Tribal programs or services.

The tribe intends to use the property to develop tribal housing and other related infrastructure for tribal members and lineal descendants. Moreover, the Tribe intends to continue operating the approximately 240 acres of vineyards once the land goes in to trust, as well as the horse boarding stable. A more detailed explanation of the proposed use is provided in the EA submitted under separate cover.

SECTION: 20
EVIDENCE OF TAXES PAID

THE APPLICANT MUST PAY ALL TAXES DUE AND PAYABLE UNTIL SUCH TIME AS THE APPLICANT HAS BEEN ADVISED THAT THE PROPERTY HAS BEEN ACCEPTED INTO TRUST. THE APPLICANT MUST ALSO MAKE SURE THAT ALL FINANCIAL OBLIGATIONS ARE MET IN ORDER TO AVOID ATTACHMENT OF ANY LIENS AGAINST THE PROPERTY PROPOSED FOR TRUST ACQUISITION (e.g., Tribes are responsible for contributions to the Internal Revenue Service for Tribal employees).

All taxes to date have been paid as shown in Exhibit P.

SECTION: 21
PHASE I ENVIRONMENTAL ASSESSMENT

Pursuant to the BIA checklist, the subject property must also have an environmentally clean bill of health absent of contaminants, or other environmental contamination. A registered engineering firm has conducted Phase I Environmental Assessments of the subject parcels and has found them to be free of environmental contaminants. This report has been submitted under separate cover.
EXHIBIT A
Resolution No. 930A

Resolution of the Business Committee of the Santa Ynez Band of Chumash Indians to Submit a Fee to Trust Application for Approximately 1400 acres

WHEREAS, the Santa Ynez Band of Chumash Indians ("Tribe") is a federally recognized Self Governance Indian Tribe by the United States Government possessing inherent powers of self-governance with duties, rights, responsibilities, and with power and authority over the lands within the exterior boundaries of the Santa Ynez Band of Chumash Indians Reservation; and

WHEREAS, Pursuant to 25 CFR 151.10 and 151.11, the Indian Reorganization Act and any other applicable federal law and/or regulations, the Santa Ynez Band of Chumash Indians ("Tribe") hereby submits to the Bureau of Indian Affairs an application to transfer the following approximately 1400 acres of real property (the "Property") held by the Tribe in fee simple to the United State of America, to be held in trust for the Tribe (so-called “fee to trust” transfer) as listed herein and as described in more detail in Exhibit A LEGAL: DESCRIPTION attached hereto:

Parcel 1: (APN: 141-121-51 and portion of APN: 141-140-10)
Parcel 2: (Portion of APN: 141-140-10)
Parcel 3: (Portions of APNs 141-230-23 and 141-140-10)
Parcel 4: (APN: 141-240-02 and portion of APN 141-140-10)
Parcel 5: (Portion of APN: 141-230-23)

WHEREAS, Pursuant to the October 24, 2013 Order of the IBIA in which it vacated the Regional Director’s approval of the Tribes Land Consolidation and Acquisition Plan ("TCA"), the Tribe is submitting a revised narrative for its Camp 4 fee-to-trust application. The removal of reference to the TCA in the application only has the effect of prohibiting the Tribe from relying on 25 CFR 151.3(a)(1) as a basis for statutory authority for the acquisition and the Tribe is still able to rely on 25 CFR 151.3(a)(2) and (3).

THEREFORE BE IT RESOLVED, that the Business Committee of the Santa Ynez Band of Chumash Indians hereby requests that the United States of America, by and through the Department of the Interior and the Bureau of Indian Affairs take title to the Property to be held in trust for the Tribe, and

BE IT FURTHER RESOLVED, that the Business Committee authorizes the Tribal Chairman or Vice Chairman, if the Chairman is unavailable, to execute any and all documents necessary and as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereafter be necessary and appropriate to carry out the obligation there under.

This resolution supersedes any previous Tribal resolutions.
CERTIFICATION

We the undersigned, duly elected members of the Business Council of the Santa Ynez Band of Chumash Indians, do hereby certify that the foregoing resolution was adopted on November 6, 2013 by a vote of 4 in FAVOR, 0 OPPOSED, 0 ABSTAINING.

Vincent Armenta, Chairman

Richard Gomez, Vice Chairperson

Kenneth Kahn, Secretary/Treasurer

David Dominguez, Committee Member

Gary Pace, Committee Member
Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)

THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY
RECORD OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF
THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED
APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED
DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.
DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
[FWS-R6-ES-2013-N099;
FX51130600602D-123-FF06E00000]
Endangered and Threatened Wildlife
and Plants; Recovery Permit
Applications

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Notice of availability; request for comments.

SUMMARY: We, the U.S. Fish and Wildlife Service, invite the public to
comment on the following application to conduct certain activities with
endangered or threatened species. With some exceptions, the Endangered
Species Act of 1973, as amended (Act), prohibits activities with endangered
and threatened species unless a Federal permit allows such activity. The Act
requires that we invite public comment before issuing permits.

DATES: To ensure consideration, please send your written comments by June 5, 2013.

ADDRESSES: You may submit comments or requests for copies or more
information by any of the following methods. Alternatively, you may use
one of the following methods to request hard copies or digital format of
these documents. Please specify the permit you are interested in by number (e.g.,
Permit No. TE-106387).
- Email: permitsR6ES@fws.gov
- U.S. Mail: Ecological Services, U.S. Fish and Wildlife Service, P.O. Box
25486—DFC, Denver, CO 80225
- In-Person Drop-off, Viewing, or Pickup: Call (303) 236-4212 to make an
appointment during regular business hours at 134 Union Blvd., Suite 645,
Lakewood, CO 80228.

FOR FURTHER INFORMATION CONTACT: Kathy Konishi, Permit Coordinator
Ecological Services, (303) 236-4212 (phone; permitsR6ES@fws.gov email).

Before including your address, phone number, email address, or other
personal identifying information in your comment, you should be aware that
your entire comment—including any personal identifying information—may
be made publicly available through this notice.

The Act (16 U.S.C. 1531 et seq.) prohibits activities with endangered and
threatened species unless a Federal permit allows such activity. Along with
our implementing regulations in the Code of Federal Regulations (CFR) at 50
CFR part 17, the Act provides for permits, and requires that we invite
public comment before issuing these permits.

A permit granted by us under section 10(a)(1)(A) of the Act authorizes the
permittee to conduct activities with United States endangered or threatened
species for scientific purposes, enhancement of propagation or survival,
or interstate commerce (the latter only in the event that it facilitates scientific
purposes or enhancement of propagation or survival). Our regulations
implementing section 10(a)(1)(A) for these permits are found at
50 CFR 17.22 for endangered wildlife species, 50 CFR 17.32 for threatened
wildlife species, 50 CFR 17.62 for endangered plant species, and 50 CFR
17.72 for threatened plant species.

Application Available for Review and Comment

We invite local, State, and Federal agencies, and the public to comment on
the following application. Documents and other information the applicant
has submitted are available for review, subject to the requirements of the
Privacy Act (5 U.S.C. 552a) and Freedom of Information Act (5 U.S.C.
552).

Permit Application Number: TE-106387

Applicant: U.S. Forest Service, Bridger-Teton National Forest, P.O. Box
220, 29 E. Freemont Lake Road, Pinedale, WY 82941

The applicant requests the renewal of an existing permit to take (capture,
handle, and release) Kendall Warm Springs dace (Rhinichthys osculus
thermasi) under permit TE-106387 for the purpose of enhancing the species’
survival.

National Environmental Policy Act

In compliance with the National Environmental Policy Act (42 U.S.C.
4321 et seq.), we have made an initial determination that the proposed
activities in this permit are categorically excluded from the requirement to
prepare an environmental assessment or environmental impact statement (516
DM 6 Appendix 1, 14C(1)).

Public Availability of Comments

All comments and materials we receive in response to this request will be
available for public inspection, by appointment, during normal business
hours at the address listed in the ADDRESSES section of this notice.

REED R. MURRAY,
Program Director, Central Utah Project
Completion Act, Department of the Interior.

Frank C. van Riper, Jr.
Assistant Regional Director, Mountain Prairie Region.

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.

SUMMARY: This notice publishes the current list of 566 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 August 10, 2012 (77 FR 47968).

FOR FURTHER INFORMATION CONTACT: Gail Voney, Bureau of Indian Affairs,
Division of Tribal Government Services, Mall Stop 4513-MIB, 1848 C Street
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 209 DM 8. Published below is a list of federally
acknowledged tribes in the contiguous 48 states and in Alaska.

Amendments to the list include name changes and name corrections and two
additions. To aid in identifying tribal name changes, the tribe’s former name
is included with the new tribal name. To aid in identifying corrections, the
tribe’s previously listed name is included with the tribal name. We will
continue to list the tribe’s former or
previously listed name for several years before dropping the former or
previously listed name from the list.
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: April 24, 2013.
Kevin Washburn,
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 Tribe of Texas
(previously listed as the Alabama-
Coushatta Tribes of Texas)
Alabama-Quassarte Tribal Town
Alturas Indian Rancheria, California
Apache Tribe of Oklahoma
Arapaho Tribe of the Wind River
Reservation, Wyoming
Aroostook Band of Micmacs (previously
listed as the Aroostook Band of
Micmac Indians)
Assiniboine and Sioux Tribes of the Fort
Peck Indian Reservation, Montana
Augustine Band of Cahuilla Indians, California
(previously listed as the Augustine Band of Cahuilla Mission
Indians of the Augustine Reservation)
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
Big Creek Rancheria of Maidu Indians of
California
Big Lagoon Rancheria, California
Big Pine Paiute Tribe of the Owens
Valley (previously listed as the Big
Pine Band of Owens Valley Paiute
Shoshone Indians of the Big Pine
Reservation, California)
Big Sandy Rancheria of Western Mono
Indians of California (previously
listed as the Big Sandy Rancheria of
Mono Indians of California)
Big Valley Band of Pomo Indians of the
Big Valley Rancheria, California
Bishop Paiute Tribe (previously listed as
the Paiute-Shoshone Indians of the
Bishop Community of the Bishop
Colony, California)
Blackfeet Tribe of the Blackfeet Indian
Reservation of Montana
Blue Lake Rancheria, California
Bridgeport Indian Colony (previously
listed as the Bridgeport Paiute Indian
Colony of California)
Buena Vista Rancheria of Me-Wuk
Indians of California
Burns Paiute Tribe (previously listed as
the Burns Paiute Tribe of the Burns
Paiute Indian Colony of Oregon)
Caborzon Band of Mission Indians,
California
Cachil DeHe Band of Wintun Indians of
the Colusa Indian Community of the
Colusa Rancheria, California
Caddo Nation of Oklahoma
Cahokia Tribe of the Laytonville Rancheria
Cahuilla Band of Mission Indians of the
Cahuilla Reservation, California
California Valley Miwok Tribe, California
Camino 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)
Catatwban Indian Nation (aka Catawba
Tribe of South Carolina)
Cayuga Nation
Cedarville Rancheria, California
Chemehuevi Indian Tribe of The
Chemehuevi Reservation, California
Cher-Ae Heights Indian Community of
the Trinidad Rancheria, California
Cherokee Nation
Cheyenne and Arapaho Tribes,
Oklahoma (previously listed as the
Cheyenne-Arapaho Tribes of
Oklahoma)
Cheyenne River Sioux Tribe of The
Cheyenne River Reservation, South
Dakota
Chicken Ranch Rancheria of Me-Wuk
Indians of California
Chippewa-Cree Indians of the Rocky
Boy’s Reservation, Montana
Chitimacha Tribe of Louisiana
Citizen Potawatomi Nation, Oklahoma
Coeur Dale Rancheria of Pomo Indians
of California
Cocopah Tribe of Arizona
Coeur D’Alene Tribe (previously listed as
the 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 and Kootenai
Tribes of the Flathead Reservation
Confederated Tribes and Bands of the
Yakama Nation
Confederated Tribes of Siletz Indians of
Oregon (previously listed as the
Confederated Tribes of the Siletz
Reservation)
Confederated Tribes of the Chehalis
Reservation
Confederated Tribes of the Colville
Reservation
Confederated Tribes of the Coos, Lower
Umpqua and Siuslaw Indians
Confederated Tribes of the Gros Ventre
Reservation, Nevada and Utah
Confederated Tribes of the Grand Ronde
Community of Oregon
Confederated Tribes of the Umatilla
Indian Reservation (previously listed
as the Confederated Tribes of the
Umatilla Reservation, Oregon)
Confederated Tribes of the Warm
Springs Reservation of Oregon
Coquille Indian Tribe (previously listed as
the Coquille Tribe of Oregon)
Cortina Indian Rancheria of Wintun
Indians of California
Coushatta Tribe of Louisiana
Coyote Valley Band of Pomo Indians of
California
Crow Creek Sioux Tribe of the Crow
Creek Reservation, South Dakota
Crow Tribe of Montana
Death Valley Timbisha Shoshone Tribe
(previously listed as the Death Valley
Timbisha Shoshone Band of California)
Delaware Nation, Oklahoma
Delaware Tribe of Indians
Dry Creek Rancheria Band of Pomo
Indians, California (previously listed
as the Dry Creek Rancheria of Pomo
Indians of California)
Duckwater Shoshone Tribe of the
Duckwater Reservation, Nevada
Eastern Band of Cherokee Indians
Eastern Shawnee Tribe of Oklahoma
Etna 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
Ewiaaspaay Band of Kumeeyaay
Indians, California
Federated Indians of Graton Rancheria,
California
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, 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 (previously listed as the Greenville Rancheria of Maidu Indians of California)
Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
Guadalupe Rancheria of California
Habematpetel Pomo of Upper Lake, California
Hannahville Indian Community, Michigan
Havasupai Tribe of the Havasupai Reservation, Arizona
Ho-Chunk Nation of Wisconsin
Hoh Indian Tribe (previously listed as the Hoh Indian Tribe of the Hoh Indian Reservation, Washington)
Hoopa Valley Tribe, California
Hopl Trithe of Arizona
Hopland Band of Pomo Indians, California (formerly Hopland Band of Pomo Indians of the Hopland Rancheria, California)
Houlton Band of Maliseet Indians
Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
Iipay Nation of Santa Ysabel, California (previously listed as the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation)
Injia Band of Diegueno Mission Indians of the Injia and Cosmit Reservation, California
Ione Band of Miwok Indians of California
Ioway Tribe of Kansas and Nebraska
Iowa Tribe of Oklahoma
Jackson Rancheria of Me-Wuk Indians of California
Jamestown S'Klallam Tribe
Jamen Indian Village of California
Jena Band of Choctaw Indians
Jicarilla Apache Nation, New Mexico
Kailab Band of Paiute Indians of the Kailab Indian Reservation, Arizona
Kakapel Indian Community of the Kakapel Reservation
Karuk Tribe (previously listed as the Karuk Tribe of California)
Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
Kaw Nation, Oklahoma
Kewa Pueblo, New Mexico (previously listed as the Pueblo of Santo Domingo)
Keweenaw Bay Indian Community, Michigan
Klickitat Tribe of Washington
Kickapoo Traditional Tribe of Texas
Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
Kickapoo Tribe of Oklahoma
Kiowa Indian Tribe of Oklahoma
Klamath Tribes
Koi Nation of Northern California (previously listed as the Lower Lake Rancheria, California)
Kootenai Tribe of Idaho
La Jolla Band of Luiseño Indians, California (previously listed as the La Jolla Band of Luiseño Mission Indians of the La Jolla Reservation)
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 of 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
Lone Pine Paiute-Shoshone Tribe (previously listed as the Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation, California)
Los Coyotes Band of Cabuilla and Cupeno Indians, California (previously listed as the Los Coyotes Band of Cabuilla & Cupeno Indians of the Los Coyotes Reservation)
Lower Sioux Indian Community of the Love Lock Indian Colony, Nevada
Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
Lower Elwha Tribal Community (previously listed as the Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington)
Lower Sioux Indian Reservation in the State of Minnesota
Lummi Nation of the Lummi Reservation
Lyton Rancheria of California
Makah Indian Tribe of the Makah Indian Reservation
Manchester Band of Pomo Indians of the Manchester Rancheria, California (previously listed as the 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 Indian Tribe (previously listed as the Mashantucket Pequot Tribe of Connecticut)
Mashpee Wampanoag Indian Tribal Council, Inc. (previously listed as the Mashpee Wampanoag Tribe, Massachusetts)
Match-e-be-nash-she-wish Band of Potawatomi Indians of Michigan
Mescalero Apache Tribe of the Mescalero Reservation, New Mexico
Miami Tribe of Oklahoma
Micosukee Tribe of Indians
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
Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada
Mohican Indian Tribe of Connecticut
Mooretown Rancheria of Maidu Indians of California
Morongo Band of Mission Indians, California (previously listed as the Morongo Band of Cabuilla Mission Indians of the Morongo Reservation)
Muckleshoot Indian Tribe (previously listed as the Muckleshoot Indian Tribe of the Muckleshoot Reservation, Washington)
Narragansett Indian Tribe
Navajo Nation, Arizona, New Mexico & Utah
Nez Perce Tribe (previously listed as the Nez Perce Tribe of Idaho)
Nisqually Indian Tribe (previously listed as the Nisqually Indian Tribe of the Nisqually Reservation, Washington)
Nooksack Indian Tribe
Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana
Northfork Rancheria of Mono Indians of California
Northwestern Band of Shoshoni Nation (previously listed as the Northwestern Band of Shoshoni Nation of Utah (Washtahke))
Nottawasagii Huron Band of the Potawatomi, Michigan (previously listed as the Huron Potawatomi, Inc.)
Oglala Sioux Tribe (previously listed as the Oglala Sioux Tribe of the Pine Ridge Reservation, South Dakota)
Ohkay Owingeh, New Mexico (previously listed as the Pueblo of San Juan)
Omaha Tribe of Nebraska
Oneida Nation of New York
Oneida Tribe of Indians of Wisconsin
Onondaga Nation
Otoe-Missouria Tribe of Indians, Oklahoma
Ottowa Tribe of Oklahoma
Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes) (formerly 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 Tribe of the Fallon Reservation and Colony, Nevada
Pala Band of Luiseño Mission Indians of the Pala Reservation, California
Pascua Yaqui Tribe of Arizona
Pawnee Band of Nomlaki Indians of California
Passamaquoddy Tribe
Pawnee Band of Luiseño Mission Indians of the Paua & Yuima Reservation, California
Pennsacola Nation of Oklahoma
Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation, California
Penobscot Nation (previously listed as the Penobscot Tribe of Maine)
Peoria Tribe of Indians of Oklahoma
Picayune Rancheria of Chukchansi Indians of California
Pinole Band of Pomo Nation, California (previously listed as the Pinoleville Rancheria of Pomo Indians of California)
Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)
Pooch Band of Creeks (previously listed as the Pooch 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 S’Klallam Tribe (previously listed as the Port Gamble Band of S’Klallam Indians)
Potter Valley Tribe, California
Prairie Band Potawatomi Nation (previously listed as the 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 Isleta, New Mexico
Pueblo of Jemez, 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 Ildefonso, New Mexico
Pueblo of Sandia, New Mexico
Pueblo of Santa Ana, New Mexico
Pueblo of Santa Clara, New Mexico
Pueblo of Tesuque, New Mexico
Pueblo of Santa Rosa, New Mexico
Pueblo of Zia, New Mexico
Puyallup Tribe of the Puyallup Reservation
Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada
Quarz Valley Indian Community of the Quartz Valley Reservation of California
Quinquet Tribe of the Fort Yuma Indian Reservation, California & Arizona
Quileute Tribe of the Quileute Reservation
Quinault Indian Nation (previously listed as the Quinault Tribe of the Quinault Reservation, Washington)
Ramona Band of Cahuilla, California (previously listed as the Ramona Band or Village of Cahuilla Mission Indians of California)
Red Cliff Band of Lake Superior Chipewa Indians of Wisconsin
Red Lake Band of Chipewa Indians, Minnesota
Redding Rancheria, California
Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California (previously listed as the Redwood Valley Rancheria of Pomo Indians of California)
Reno-Sparks Indian Colony, Nevada
Resighini Rancheria, California
Rincon Band of Luiseño Mission Indians of the Rincon Reservation, California
Robinson Rancheria Band of Pomo Indians, California (previously listed as the Robinson Rancheria of Pomo Indians of California)
Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota
Round Valley Indian Tribes, Round Valley Reservation, California (previously listed as the Round Valley Indian Tribes of the Round Valley Reservation, California)
Sac & Fox Nation of Missouri in Kansas and Nebraska
Sac & Fox Nation of Oklahoma
Sac & Fox Tribe of the Mississippi in Iowa
Saginaw Chippewa Indian Tribe of Michigan
Saint Regis Mohawk Tribe (previously listed as the St. Regis Band of Mohawk Indians of New York)
Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona
Samish Indian Nation (previously listed as the Samish Indian Tribe, Washington)
San Carlos Apache Tribe of the San Carlos Reservation, Arizona
San Juan Southern Paiute Tribe of Arizona
San Manuel Band of Mission Indians, California (previously listed as the San Manuel Band of Serrano Mission Indians of the San Manuel Reservation)
San Pasqual Band of Diegueno Mission Indians of California
Santa Rosa Band of Cahuilla Indians, California (previously listed as the Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation)
Santa Rosa Indian Community of the Santa Rosa Rancheria, California
Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California
Santee Sioux Nation, Nebraska
Sauk-Suiattle Indian Tribe
Sault Ste. Marie Band of Chippewa Indians, Michigan
Scotts Valley Band of Pomo Indians of California
Seminole Tribe of Florida (previously listed as the Seminole Tribe of Florida (Dania, Big Cypress, Brighton, Hollywood & Tampa Reservations))
Seneca Nation of Indians (previously listed as the Seneca Nation of New York)
Seneca-Cayuga Tribe of Oklahoma
Shakopee Mdewakanton Sioux Community of Minnesota
Shawnee Tribe
Shinnecock Nation
Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation (previously listed as the 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
Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada
Sierra-Whippany Oyate of the Lake Traverse Reservation, South Dakota
Skokomish Indian Tribe (previously listed as the Skokomish Indian Tribe of the Skokomish Reservation, Washington)
Skull Valley Band of Goshute Indians of Utah
Smith River Rancheria, California
Snoqualmie Indian Tribe (previously listed as the 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
Squaxin Island Tribe of the Squaxin Island Reservation
St. Croix Chippewa Indians of Wisconsin
Standing Rock Sioux Tribe of North & South Dakota
Stillaguamish Tribe of Indians of Washington (previously listed as the Stillaguamish Tribe of Washington)
Stockbridge Munsee Community, Wisconsin
Summit Lake Paiute Tribe of Nevada
Suquamish Indian Tribe of the Port Madison Reservation
Susanville Indian Rancheria, California
Swinomish Indians of the Swinomish Reservation of Washington
Swinomish Band of the Lummi Nation
Table Mountain Rancheria of California
Tejon Indian Tribe
Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)
The Chocktaw Nation
The Chocotow Nation of Oklahoma
The Modoc Tribe of Oklahoma
The Muscogee (Creek) Nation
The Osage Nation (previously listed as the Osage Tribe)
The Quapaw Tribe of Indians
The Seminole Nation of Oklahoma
Thlopthlocco Tribal Town
Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota
Tohono O'odham Nation of Arizona
Tonawanda Band of Seneca (previously listed as the Tonawanda Band of Seneca Indians of New York)
Toukaway Tribe of Indians of Oklahoma
Torres Martinez Desert Cahuilla Indians, California (previously listed as the Torres-Martinez Band of Cahuilla Mission Indians of California)
Tulalip Tribes of Washington (previously listed as the Tulalip Tribes of the Tulalip Reservation, Washington)
Tule River Indian Tribe of the Tule River Reservation, California
Tunica-Biloxi Indian Tribe
Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
Turtle Mountain Band of Chippewa Indians of North Dakota
Tuscarora Nation
Twenty-Nine Palms Band of Mission Indians of California
United Auburn Indian Community of the Auburn Rancheria of California
United Keetowah Band of Cherokee Indians in Oklahoma
Upper Sioux Community, Minnesota
Upper Skagit Indian Tribe
Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
Ute Mountain Indian Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
Ut Ulu Gwiaut Paiute Tribe of the Benton Paiute Reservation, California
Walker River Paiute Tribe of the Walker River Reservation, Nevada
Wampamoaq Tribe of Gay Head (Aquinnah)
Wasoe Tribe of Nevada & California (Carson Colony, Dresserville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
White Mountain Apache Tribe of the Fort Apache Reservation, Arizona
Wichita and Affiliated Tribes (Wichita, Keech, Waco & Tawakoni), Oklahoma
Wilson Rancheria, California
Winnebago Tribe of Nebraska
Winne-mecca Indian Colony of Nevada
Wiyot Tribe, California (previously listed as the Table Bluff Reservation—Wiyot Tribe)
Wyandotte Nation
Yankton Sioux Tribe of South Dakota
Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona
Yavapai- Prescott Indian Tribe (previously listed as the Yavapai-Prescott Tribe of the Yavapai Reservation, Arizona)
Yerington Paiute Tribe of the Yerington Colony & Caribou Ranch, Nevada
Yocha Dehe Wintun Nation, California (previously listed as the Rumsey Indian Rancheria of Wintun Indians of California)
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
Agdaaqux Tribe of King Cove
Akiak Native Community
Akiak Native Community
Akiatna Village
Akanigiaq Native Village (St. Mary's)
Alakaket Village
Angoon Community Association
Anvik Village

Arctic Village (See Native Village of Venetie Tribal Government)
Asa'carusnutl Tribe
Atqasuk Village (Atkasok)
Bove Village
Birch Creek Tribe
Central Council of the Tlingit & Haida Indian Tribes
Chaliyiskit Village
Cheoseh-No Tribe (previously listed as the Native Village of Chiintoche)
Chevak Native Village
Chilkoot Village
Chignik Native Village
Chignik Bay Tribal Council (previously listed as the Native Village of Chignik)
Chignik Lake Village
Chilkat Indian Village (Klukwan)
Chilkoot Indian Association (Haines)
Chinik Eskimo Community (Colovin)
Chuhiowick Native Village
Circle Native Community
Craig Tribal Association (previously listed as the Craig Community Association)
Curung Tribal Council
Dawes Indian Association
Egegik Village
Eklutna Native Village
Ekwock Village
Emmonak Village
Evangeline Village (aka Bettles Field)
Galena Village (aka Louden Village)
Gulkana Village
Healy Lake Village
Holy Cross Village
Hoonah Indian Association
Hughes Village
Huslia Village
Hydaburg Cooperative Association
Igloolik Village
Inupiat Community of the Arctic Slope
Iqagunirt Traditional Council
Ivanoff Bay Village
Kaguyak Village
Kaktovik Village (aka Barter Island)
Kasigluk Traditional Elders Council
Kenaitze Indian Tribe
Ketchikan Indian Corporation
King Island Native Community
King Salmon Tribe
Kinack Village
Klawock Cooperative Association
Knik Tribe
Kokhanok Village
Koyukuk Native Village
Leveck Village
Lime Village
Manley Hot Springs Village
Manokotak Village
McGrath Native Village
Montaute Tribal Council
Motlakatat Indian Community, Annette Island Reserve
Naknek Native Village
Native Village of Afognak
Native Village of Akhiuk
Native Village of Akutan
Native Village of Aleetak
Native Village of Aleetak
Native Village of Ambler
Native Village of Atka
OWNER’S POLICY OF TITLE INSURANCE
ISSUED BY
First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 1 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the Title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Record subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys’ fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

By /s/ [Signature]

President

September 26, 1995
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on
   the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   (v) the effect of any violation of these laws, ordinances, or governmental
   regulations. This Exclusion 1(a) does not modify or limit the coverage
   provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or
   limit the coverage provided under Covered Risk 5.
2. Rights of eminent domain. This Exclusion does not modify or limit the
   coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date
   of Policy, but known to the Insured Claimant and not disclosed in writing
   to the Company by the Insured Claimant prior to the date the Insured
   Claimant became an Insured under
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or creating subsequent to Date of Policy (however, this does not
   modify or limit the coverage provided under Covered Risks 9 and 10); or
   (e) resulting in loss or damage that would have been sustained if the
   Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state
   insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown
   (a) a fraudulent conveyance or fraudulent transfer;
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of
   this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by
   governmental authority and created or attached between Date of Policy and
   the date of recording of the deed or other instrument of transfer in the Public
   Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:
(a) "Amount of Insurance": The amount stated in Schedule A, as may be
   increased or decreased by endorsement to this policy, increased by
   Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or
   other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
   (A) successors to the Title of the Insured by operation of law as
   distinguished from purchase, including heirs, devisees, survivors,
   personal representatives, or next of kin;
   (B) Insured by acquisition and merger, consolidation, distribution,
   or reorganization;
   (C) successors to an Insured by its conversion to another kind of
   Entity;
   (D) any grantee of an Insured under a deed delivered without
   payment of actual valuable consideration conveying the Title
   (1) if the stock, shares, memberships, or other equity interests of
   the grantee are wholly-owned by the named Insured,
   (2) if the grantee wholly owns the named Insured,
   (3) if the grantee is wholly-owned by an affiliated Entity of
   the named Insured, provided the affiliated Entity and the
   named Insured are both wholly-owned by the same person
   or Entity,
   (4) if the grantee is a trustee or beneficiary of a trust created
   by a written instrument established by the Insured named
   in Schedule A for estate planning purposes.
   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and
   defenses as to any successor that the Company would have held
   against any predecessor Insured.
   (e) "Insured Claimant": An Insured claiming loss or damage.
   (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge
   or notice that may be imputed to an Insured by reason of the Public
   Records or any other records that impart constructive notice of matters
   affecting the Title.
   (g) "Land": The land described in Schedule A, and any improvements that
   by law constitute real property. The term "Land" does not include any
   property beyond the lines of the area described in Schedule A, nor any
   right, title, interest, estate, or easement in abutting streets, roads,
   avenues, alleys, lanes, ways, or waterways, but this does not modify or
   limit the extent that a right of access to and from the Land is insured by
   this policy.
   (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security
   instrument, including one evidenced by electronic means authorized by
   law.
   (i) "Public Records": Records established under state statutes at Date of
   Policy for the purpose of imparting constructive notice of matters relating
   to real property to purchasers for value and without Knowledge. With
   respect to Covered Risk 5(d), "Public Records" shall also include
   environmental protection laws filed in the records of the clerk of the
   United States District Court for the district where the Land is located.
   (j) "Title": The estate or interest described in Schedule A.
   (k) "Unmarketable Title": Title affected by an alleged or apparent material
   that would prevent a prospective purchaser or lessee of the Title or lender on
   the Title to be released from the obligation to purchase or lease, or lend
   if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of
an Insured, but only so long as the Insured retains an estate or interest in the
Land, or holds an obligation secured by a purchase money Mortgage given by a
purchaser from the Insured, or only so long as the Insured shall have liability by
reason of warranties in any transfer or conveyance of the Title. This policy shall not
continue in force in favor of any purchaser from the Insured of either (i) an estate
or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage
given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any
litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge
shall come to an Insured hereunder of any claim of title or interest that is adverse
to the Title, as insured, and that might cause loss or damage for which the
Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is
rejected as Unmarketable Title. If the Company is prejudiced by the failure of the
Insured Claimant to provide prompt notice, the Company's liability to the Insured
Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or
damage, the Company may, at its option, require as a condition of payment that:
the Insured Claimant furnish a signed proof of loss. The proof of loss must describe
the defect, lien, encumbrance, or other matter insured against by this policy that
constitutes the basis of loss or damage and shall state, to the extent possible, the
basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained
in Section 7 of these Conditions, the Company, at its own cost and without
unreasonable delay, shall provide for the defense of an Insured in
litigation in which any third party asserts a claim covered by this policy
adverse to the Insured. This obligation is limited to only those stated
causes of action alleging matters insured against by this policy.
the Company shall have the right to select counsel of its choice (subject to
the right of the Insured to object for reasonable cause) to represent the
Insured as to those stated causes of action. It shall not be liable for and
will not pay the fees of any other counsel. The Company will not pay any
fees, costs, or expenses incurred by the Insured in the defense of those
causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in
Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE
(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the Inquired cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable time and place as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY
In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant shall be paid or tendered by the Company up to the time of payment. Any payment shall be tendered in full satisfaction of any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant. To pay the loss or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(i) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

8. DETERMINATION AND EXTENT OF LIABILITY
This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 6 of these Conditions and is unsuccessful in establishing the Title, as insured, the Amount of Insurance shall be increased by 10%, and

(i) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 7 and 8 of these Conditions.

9. LIMITATION OF LIABILITY
(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or which the Insured has agreed to foreclose, or acquired, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
The Company's right of subrogation includes the rights of the Insured to indemmites, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION
Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
(c) Any amendment of, or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.
SCHEDULE A

First American Title Insurance Company

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: 4205-3460634
Policy No.: 4201-3460634
Address Reference: 4400 BASELINE AVENUE, SANTA YNEZ, CA
Amount of Insurance: $40,000,000.00
Date of Policy: April 01, 2010 at 8:00 a.m.

1. Name of Insured:
   Santa Ynez Band of Mission Indians

2. The estate or interest in the Land that is insured by this policy is:
   A Fee.

3. Title is vested in:
   Santa Ynez Band of Mission Indians

4. The Land referred to in this policy is described as follows:
   Real property in the unincorporated area of the County of SANTA BARBARA, State of California, described as follows:
   PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)
   LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
   THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

   PARCEL 2: (PORTION OF APN: 141-140-10)
   LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
   THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

   PARCEL 3: (PORTIONS OF APN: 141-230-23 AND 141-140-10)
   LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF

First American Title Insurance Company

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS Pinos OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)


THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

APN: 141-140-10 and 141-121-51 and 141-230-23 and 141-240-02
SCHEDULE B

File No.: 4205-3460634
Policy No.: 4201-3460634

EXCEPTIONS FROM COVERAGE

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

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

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Water rights, claims or title to water, whether or not shown by the public records.

4. Any rights, interests or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by unnamed creeks.

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

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

For: Road and incidental purposes.

7. An easement for public road and incidental purposes, recorded October 12, 1895 in Book 40 of Deeds, Page 207.
   In Favor of: Santa Barbara County
   Affects: As described therein

   In Favor of: Williard W. Shepherd and Norma D. Shepherd, husband and wife, as joint tenants
   Affects: Lots 9 and 10 of Parcel 1

   In Favor of: Titus A. Giorgi, et ux
   Affects: Lots 9 and 10 of Parcel 1

   Affects: As described therein

10. An easement for public road and incidental purposes, recorded December 4, 1959 as Instrument No. 40994 in Book 1693, Page 381 of Official Records and conditions contained therein.
   In Favor of: County of Santa Barbara
   Affects: As described therein
11. Abutter's rights of ingress and egress to or from State Highway 154 have been relinquished in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records, except as therein provided.

12. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records.


In Favor of: Joan Vickers Crawford, Executor of the Will of Anna V. Crawford
Affects: Portion of Parcel Three, should same cross or intersect said land


Which among other things contains provisions for the repair and maintenance of the "Easement Area".

Affects: Lots 9 and 10 of Parcel 1

16. Rights of parties in possession.

17. Unrecorded grape purchase contracts as disclosed to the Company.

18. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ExpressMap compiled by First American Title Insurance Company, Commercial Due Diligence Services on March 31, 2010, designated Job Number Express Map EM 5595:

a) Ranch roads, driveways, trails, flood zone designations as shown thereon.
b) Improvements have been constructed within that portion of Torrance Avenue lying between Parcels One and Three.
c) Overhead utility lines
PROPERTY TAX PROCESS

Today California schools, counties, cities and special districts depend on property taxes as a primary source of discretionary revenue. Property taxes raised $625 million for local governments within the boundaries of Santa Barbara County during fiscal year 2011-12 and is expected to generate $632 million for fiscal year 2012-13. The Property Tax Highlights is intended to provide an overview of the property tax process in Santa Barbara County. It includes highlights of current results and a broad description of how property taxes are generated from the taxpayers and distributed to local government agencies. Please visit our website located at [www.co.santa-barbara.ca.us/auditor](http://www.co.santa-barbara.ca.us/auditor) to view or download copies of The Property Tax Highlights and our other publications.

The Proposition 13 property tax initiative approved overwhelmingly by California voters in 1978 is the basis for the current tax process. Proposition 13 limits the property tax rate to 1% of assessed value, plus the rate necessary to fund local voter-approved bonds. It limits property tax increases to a maximum of 2% per year on properties not involved in a change of ownership or properties that did not undergo new construction. Newly acquired property is assessed at its new market value (usually the purchase price) and the value of any new construction is added to the existing base value of a parcel.

Since the passage of Proposition 13, the California legislature and the voters have continually altered, interpreted, and implemented changes in the property tax laws. We hope this publication helps to explain some of the complexities of Proposition 13 and subsequent statutes that govern the property tax process. We welcome your comments and questions which can be emailed to us at auditorpropertytax@co.santa-barbara.ca.us.

THREE Elected COUNTY OFFICIALS PROVIDE MANY OF THE CHECKS AND BALANCES THAT GOVERN THIS TAX PROCESS

Joseph E. Holland, CPFO
County Clerk, Recorder and Assessor
(805) 568-2550
http://sbcassessor.com

Robert W. Geis CPA, CPFO
Auditor-Controller
(805) 568-2181
www.co.santa-barbara.ca.us/auditor

Harry E. Hagen, CPA, CPFO
Treasurer Tax-Collector
(805) 568-2920
http://sbtaxes.org

Published by the County Auditor-Controller, Robert W. Geis, C.P.A., (805) 568-2100
<table>
<thead>
<tr>
<th>TAX RATE AREA NUMBER</th>
<th>TAX RATE PERCENT</th>
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<th>TAX DISTRIBUTION BY AGENCY</th>
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<tr>
<td>AFTER DEC. 10, 2012</td>
<td>AFTER APRIL 10, 2013</td>
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| 2012-2013 WHEN PAYING 2ND INSTALLMENT, RETURN THIS STUB WITH YOUR REMITTANCE |
| INTENTIONALLY OMITTED      |
| 10% PENALTY PLUS $30.00 CHARGE MUST BE INCLUDED IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY APRIL 10, 2013 |

| 2012-2013 WHEN PAYING 2ND INSTALLMENT. |
| CHECK THIS BOX FOR ADDRESS CHANGES ON REVERSE |

| 2012-2013 | SECOND INSTALLMENT PAID |
| 14112151-00-5-2 |
| DELINQUENT |

| 2012-2013 | FIRST INSTALLMENT PAID |
| THIS AMOUNT DUE: |
| FEB. 1, 2013 |
| DELINQUENT AFTER APRIL 10, 2013 |

| 14112151-00-5-2 |
| DELINQUENT |

| MAKF PAYMENT TO: |
| HARRY E. HAGEN |
| TREASURER-TAX COLLECTOR |
| COUNTY OF SANTA BARBARA |
| P.O. BOX 579 |
| SANTA BARBARA, CA 93102-0579 |

| 00012200141121510051304100000002020053800000022250588 |

| 2012-2013 | 1ST INSTALLMENT MUST BE PAID BEFORE 2ND INSTALLMENT. TO PAY TOTAL AMOUNTS OF 1ST AND 2ND INSTALLMENTS, SEND BOTH STUBS |
| THIS AMOUNT DUE: |
| FEB. 1, 2013 |
| DELINQUENT AFTER APRIL 10, 2013 |

| PAY ONLINE: WWW.SBTTAXES.ORG |
| 2020053800000022250588 |

| 2020053800000022250588 |
2012-2013

WHEN PAYING 2ND INSTALLMENT, RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY PLUS $20.00 CHARGE MUST BE INCLUDED IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY DECEMBER 10, 2012

$22,964.31

CHECK THIS BOX FOR ADDRESS CHANGES ON REVERSE

Bill Number: 14114010-00-3-2

2012-2013

WHEN PAYING 2ND INSTALLMENT, RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY PLUS $20.00 CHARGE MUST BE INCLUDED IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY DECEMBER 10, 2012

$22,964.31

CHECK THIS BOX FOR ADDRESS CHANGES ON REVERSE

Bill Number: 14114010-00-3-1

2012-2013

WHEN PAYING 2ND INSTALLMENT, RETURN THIS STUB WITH YOUR REMITTANCE

INTENTIONALLY OMITTED

10% PENALTY PLUS $20.00 CHARGE MUST BE INCLUDED IF NOT PAID BY 5:00 PM OR U.S. POSTMARKED BY DECEMBER 10, 2012

$22,964.31

CHECK THIS BOX FOR ADDRESS CHANGES ON REVERSE

Bill Number: 14114010-00-3-2

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
TREASURER-TAX COLLECTOR
COUNTY OF SANTA BARBARA
P.O. BOX 579
SANTA BARBARA, CA 93102-0579

2012-2013

SECURITY TAX STATEMENT
FOR THE FISCAL YEAR JULY 1, 2012 TO JUNE 30, 2013

P.O. BOX 579 SANTA
BARBARA, CA 93102-0579
(805) 568-2920 SANTA BARBARA
(805) 346-6330 SANTA MARIA

PARCEL NUMBER
14114010-00-3

ASSIGNED TO JANUARY 1, 2012

ADDRESS OF PROPERTY
4400 BASELINE AVE
SANTA YNEZ CA 93460

MAIL TO
INTENTIONALLY OMITTED

ASSESSED VALUE

LAND/MINERAL RIGHTS
1,237,894

IMPROVEMENTS
2,723,879

PERSONAL PROPERTY
0

GROSS TOTAL
3,960,640

HOMEOWNERS EXEMPTION
0

OTHER EXEMPTIONS
0

NET TOTAL
3,960,640

TAX AMOUNTS

BASIC PROPERTY TAX
41,610.81

SPECIAL DISTRICTS
0.93

FIXED CHARGES
133.49

TOTAL TAX
41,773.33

DEDUCTIONS

2012 INSTALLMENT PAID

BILL NUMBER
14114010-00-3-1

DELIQUENT
NONE

PRIOR YEAR TAXES CONTACT OUR OFFICE FOR CURRENT AMOUNT

THIS AMOUNT DUE
NOV. 1, 2012
DELINQUENT AFTER
DEC. 10, 2012

TOTAL AMOUNT OF 1ST & 2ND INSTALLMENTS
$41,753.30

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
TREASURER-TAX COLLECTOR
COUNTY OF SANTA BARBARA
P.O. BOX 579
SANTA BARBARA, CA 93102-0579

2012-2013

SECOND INSTALLMENT PAID

BILL NUMBER
14114010-00-3-2

DELIQUENT
NONE

PRIOR YEAR TAXES CONTACT OUR OFFICE FOR CURRENT AMOUNT

THIS AMOUNT DUE
FEB. 1, 2013
DELINQUENT AFTER
APRIL 10, 2013

TOTAL AMOUNT OF 1ST AND 2ND INSTALLMENTS, SEND BOTH STUBS.

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:
HARRY E. HAGEN
TREASURER-TAX COLLECTOR
COUNTY OF SANTA BARBARA
P.O. BOX 579
SANTA BARBARA, CA 93102-0579

TAX RATE AREA NUMBER TAX RATE PERCENT TAX RATES AMOUNT
62-023 1.05075 NONE $20,876.65

FIRST INSTALLMENT
SECOND INSTALLMENT TOTAL
$20,876.65 $20,876.65 $41,753.30

TAX DISTRIBUTION BY AGENCY AMOUNT

TAX DISTRIBUTION BY AGENCY AMOUNT

BASIC PROPERTY TAXES:

0001 PROPOSITION 13: 1% TAX
658-2124
$39,609.62

6651 COLLEGE ELEM BOND 2004
686-7300
$1,019.95

9421 ALLAN HANCOCK CC BOND 2006
922-6966
$990.24

TOTAL BASIC PROPERTY TAXES:
$41,619.81

FIXED CHARGES:

2591 STA YNEZ FLD 2NE BENEFIT
686-3449
$133.49

TOTAL FIXED CHARGES:
$133.49

TOTAL TAXES:
$41,753.30

TAXES DUE

DUE NOV. 1, 2012 DELINQUENT
AFTER DEC. 10, 2012
DUE FEB. 1, 2013 DELINQUENT
AFTER APRIL 10, 2013
# 2012-2013 Secured Tax Statement

For the Fiscal Year July 1, 2012 to June 30, 2013

**Address of Property**

- **CA**
- **Intentionally Omitted**

**Assessed Value**

- Land/Mineral Rights: $4,999
- Improvements: $0
- Personal Property: $0
- Gross Total: $4,999
- Homeowners Exemption: $0
- Other Exemptions: $0
- Net Total: $4,999

**Tax Rate Area Number**

- **62-023**

**Tax Rate Percent**

- **1.05075**

**Prior Year Taxes**

- **Delinquent**

**Tax Rate**

- **$297.98**

**First Installment**

- Due Nov. 1, 2012
- **$297.98**

**Second Installment**

- Due Dec. 10, 2012
- **$297.98**

**Total**

- **$595.96**

**Taxes Due Per Bill**

- **$595.96**

**Tax Distribution by Agency**

<table>
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<tr>
<th>Agency</th>
<th>Amount</th>
<th>Amount</th>
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<td>Total Fixed Charges:</td>
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<td>$595.96</td>
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</tbody>
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**2012-2013**

When paying 2nd installment, return this stub with your remittance

**Second Installment Paid**

- **Bill Number:** 14123023-00-3-2
- **Delinquent:** None

**Amount Due:**

- **Feb. 1, 2013:** $297.98
- **April 10, 2013:**

*PAY ONLINE: www.sbtaxes.org*

**Make Payment To:**

HARRY E. HAGEN
Treasurer-Tax Collector
County of Santa Barbara
P.O. Box 579
Santa Barbara, CA 93102-0579

---

**2012-2013**

When paying 2nd installment, return this stub with your remittance

**First Installment Paid**

- **Bill Number:** 14123023-00-3-1
- **Delinquent:** None

**Amount Due:**

- **Dec. 10, 2012:** $297.98
- **$595.96**

*PAY ONLINE: www.sbtaxes.org*

**Make Payment To:**

HARRY E. HAGEN
Treasurer-Tax Collector
County of Santa Barbara
P.O. Box 579
Santa Barbara, CA 93102-0579

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<table>
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<tr>
<th>TAX RATE AREA NUMBER</th>
<th>TAX RATE PERCENT</th>
<th>PRIOR YEARS TAXES</th>
<th>FIRST INSTALLMENT</th>
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2012-2013

SECOND INSTALLMENT PAID

BILL NUMBER
14124002-00-6-2

DELIQUENT

NONE

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:

HARRY E. HAGEN

TREASURER-TAX COLLECTOR

COUNTY OF SANTA BARBARA

P.O. BOX 579

SANTA BARBARA, CA 93102-0579

$252.44

2012-2013

WHEN PAYING 2ND INSTALLMENT, RETURN THIS STUB WITH YOUR REMITTANCE

DELIQUENT

NONE

PAY ONLINE: WWW.SBTAXES.ORG

MAKE PAYMENT TO:

HARRY E. HAGEN

TREASURER-TAX COLLECTOR

COUNTY OF SANTA BARBARA

P.O. BOX 579

SANTA BARBARA, CA 93102-0579

$252.44

1ST INSTALLMENT MUST BE PAID BEFORE 2ND INSTALLMENT; TO PAY TOTAL AMOUNTS OF 1ST AND 2ND INSTALLMENTS, SEND BOTH STUBS.
EXHIBIT K
AGREEMENT

THIS AGREEMENT is entered into between the County of Santa Barbara (COUNTY) and the Santa Ynez Band of Chumash Indians (CHUMASH), regarding services to be provided by the County of Santa Barbara Fire Department (COUNTY FIRE); effective the date upon which it is fully executed.

RECITALS

a. COUNTY and the CHUMASH desire to establish a mutually beneficial working relationship to enhance COUNTY FIRE's emergency response to life/fire and other all-risk emergencies at and around the CHUMASH Casino, 3400 East Highway 246, in the Santa Ynez Valley.

b. The CHUMASH desire to support additional service from COUNTY and desire to enhance emergency service to the greater Santa Ynez area and therefore have offered to pay for one additional COUNTY FIRE firefighter/paramedic post position, at Fire Station 32 in the Santa Ynez Valley. (The post position is a newly-created additional firefighter/paramedic position which will increase the staffing at Fire Station 32 from three to four persons. The salary of this post position is exclusively provided by the generosity of the Chumash). Since County Fire staffs with three platoons, a firefighter/paramedic post position is filled with three firefighter/paramedics, plus an additional .6 position to cover constant staffing requirement. (Constant staffing assures a person is on duty regardless of vacations, illness, holidays etc.)
c. The current Fiscal 01/02 annual cost for the additional COUNTY FIRE firefighter/paramedic post position is $300,074. This amount is derived by taking the salary model for COUNTY FIRE's adopted budget for fiscal year 2001-02 and adding the premium for workers' compensation, unemployment insurance and life/long-term disability. Non-labor costs and departmental overhead charges are excluded. (Attachted is the estimated 5 year salary increases based upon a 5 year MOU signed by Local 2046). The actual cost may vary depending upon the actual salary of the firefighters filling the position.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by the parties as follows:

1. During the first year of this Agreement the CHUMASH shall provide COUNTY with $300,074.00 as the amount necessary for COUNTY FIRE to maintain one additional firefighter/paramedic post position, on a 24 hour a day, 365 days a year basis, at Station 32 in Santa Ynez. The funds provided by the CHUMASH will fund approximately 3.6 full time equivalent (FTE) firefighter/paramedic positions at COUNTY FIRE.

2. The cost of the COUNTY FIRE firefighter/paramedic post position will be reviewed annually when the COUNTY FIRE budget is adopted. If the cost of the post position increases, the parties shall negotiate in good faith to determine how that cost increase shall be allocated between the parties, but in the event that the parties are unable to reach agreement, CHUMASH shall not be obligated to provide COUNTY FIRE with more than $300,074.00 toward the cost of the position.
3. COUNTY shall bill the CHUMASH on a quarterly basis for the cost of the additional COUNTY FIRE firefighter/paramedic post position. The CHUMASH shall pay the quarterly bill within 30 days of receipt.

4. In the event that during the term of this Agreement, COUNTY or COUNTY FIRE receive any funds from the Special Distribution Fund created under the class III gaming compact between CHUMASH and the State of California, which funds are eligible to be used by COUNTY OR COUNTY FIRE to provide additional funding for firefighter/paramedic personnel, the funding obligation of CHUMASH under this Agreement shall be reduced on a dollar for dollar basis with respect to any such state funds received regardless of whether COUNTY actually uses such funds for this purpose.

5. During special events at the CHUMASH Casino (special events are defined as planned and publicized activities where large crowds are anticipated), the CHUMASH may request to have a COUNTY FIRE firefighter/paramedic deployed at the Casino to assist with medical and safety concerns. COUNTY shall honor such requests, provided COUNTY FIRE is given at least 48 hours' advanced notice. When the firefighter/paramedic is not deployed to the Casino, pursuant to this Agreement, s/he will be stationed at Fire Station 32 in Santa Ynez and will respond with the Fire Station 32 engine company on all calls and assignments without restriction. This deployment is not intended to interfere with unforeseen emergencies.

6. On an annual basis, if requested by the CHUMASH, COUNTY FIRE shall provide Standardized Emergency Management System (SEMS) training to supervisory staff and safety personnel at the Chumash Casino.
7. Subject to the provisions of paragraph 9, this Agreement shall remain in effect for a 5 year term, commencing on the date this contract is fully executed. Thereafter, unless terminated by either party, this Agreement shall automatically renew for an additional one-year term. The annual renewal will continue until terminated by either party.

8. Every opportunity and encouragement will be given to qualified county firefighter paramedics who are members of the Chumash Tribe or to their immediate family members to fill a position at Fire Station 32 created by a normal vacancy.

9. Either party may terminate this Agreement by giving the other party six month's advance written notice; provided, however, that in the event that the CHUMASH Casino ceases to operate during the term of this Agreement, CHUMASH may terminate this Agreement by giving COUNTY and COUNTY FIRE three month's advance notice. In the event of termination of this Agreement neither party shall be entitled to any refund of money for any reason or any reconveyance or return of any property, real or personal. In the event that the CHUMASH are unable to continue with the provisions of this Agreement, COUNTY reserves the right to determine staffing levels at Fire Station 32.

10. Notice under this Agreement shall be sent to the following:

SANTA BARBARA COUNTY FIRE
County Fire Chief
4410 Cathedral Oaks Road
Santa Barbara, CA 93110-1042

SANTA YNEZ BAND OF CHUMASH INDIANS
Attn: Chairman
PO Box 517
Santa Ynez CA 93460
11. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

12. It is understood that the CHUMASH are not an agent of COUNTY or COUNTY FIRE, and COUNTY and COUNTY FIRE are not agents of the CHUMASH.

13. The County Fire Department recognizes the sovereignty of the Chumash Tribe and appreciates this agreement and the relationship between the parties which will increase public safety, and the safety of the firefighters who serve the community.
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date it is fully executed.

COUNTY OF SANTA BARBARA
(Required approvals and signatures)

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

SANTA YNEZ BAND OF
CHUMASH INDIANS

By Deputy Clerk Dated

APPROVED

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By Dated

APPROVED AS TO
ACCOUNTING FORM:
ROBERT W. GEIS, C. P.A.
AUDITOR-CONTROLLER

APPROVED AS TO FORM
JOHN FORNER
RISK MANAGEMENT

By Dated

By Dated

Page 6
Santa Barbara County Fire Department

Estimated Charges for Post Firefighter/Paramedic Position at Station 32 Santa Ynez per MOU with Local 2046. Charges are estimated because illness, holidays, etc. are one factor and salary increases are tied to a formula which includes Cost of Living adjustment which is an additional factor.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>$300,000</td>
<td>$320,000</td>
<td>$340,000</td>
<td>$360,000</td>
<td>$380,000</td>
</tr>
</tbody>
</table>
To the 2011-2012 Santa Barbara County Indian Gaming Local Community Benefit Committee ("SBCIGLCBC") grant applicants:

The Business Committee of the Santa Ynez Band of Chumash Indians ("Tribe") has (1) made the decision to affirmatively sponsor the following grants labeled SPONSORED and (2) has decided that the following applications labeled SPONSORED both have a reasonable relationship to a casino impact and satisfy at least one of the priorities listed in Govt. Code Section 12715(g) (hereinafter (1) and (2) collectively referred to as "Sponsored"), subject to the "Conditions of Sponsorship for both Sponsorship and Non-Sponsorship" contained herein:

**TOTAL AVAILABLE GRANT FUNDS: $736,752.00**

**Additional Background:**

It has become apparent that the Tribe is being asked to pay as much for law enforcement and fire protection as the cities of Solvang and Buellton. This year's funding request from the Sheriff exceeds one million dollars which is comparable to the annual contract fee amount paid by the cities of Solvang and Buellton, each of which pays approximately $1.4 million and $1.6 million, respectively.

Historically, the Tribe has fully funded one of the four full-time Deputy Sheriff positions at the Solvang substation in an amount in excess of $700,000 annually. One full-time Deputy position is filled on a 24/7 basis with five actual officers. **That means the Tribe pays for at least one fourth of all law enforcement from Santa Ynez to Solvang.**

In 2011, there were 6,019 calls for service in the Santa Ynez Valley, of those calls, 660 were for the Chumash Casino; that is about 11 percent of total service calls for last year.

In addition, the County CEO has threatened to remove the fourth firefighter/EMT from Fire Station 32 east of the reservation that serves all of Santa Ynez and east Solvang. While the Chumash Casino maintains a full staff of EMTs, the County CEO's attempt to remove a fourth firefighter/paramedic is placing every other County resident east of Solvang at risk without any paramedic protection.
<table>
<thead>
<tr>
<th>Decision &amp; Amount</th>
<th>Applicant</th>
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<tr>
<td>Sponsored</td>
<td>County of Santa Barbara</td>
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<tr>
<td>Amount $501,000</td>
<td>Firefighter/Paramedic position</td>
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<td></td>
<td>Michael W. Dyer, Fire Chief</td>
</tr>
<tr>
<td></td>
<td>Fax: (805) 681-5563</td>
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<tr>
<td>Sponsored</td>
<td>City of Buellton</td>
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<tr>
<td>Amount $117,876.20</td>
<td>Additional Law Enforcement Services</td>
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<tr>
<td>($177,500 requested)</td>
<td>John Kunkel, City Manager</td>
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<td></td>
<td>Fax: (805) 686-0086</td>
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<tr>
<td>Sponsored</td>
<td>County of Santa Barbara</td>
</tr>
<tr>
<td>Amount $117,876.20</td>
<td>5 Deputy Sheriff positions</td>
</tr>
<tr>
<td>($736,752 requested)</td>
<td>Sheriff Bill Brown</td>
</tr>
<tr>
<td></td>
<td>Fax: (805) 686-5010</td>
</tr>
<tr>
<td>NOT Sponsored</td>
<td>City of Buellton</td>
</tr>
<tr>
<td></td>
<td>Supplemental Fire Services</td>
</tr>
<tr>
<td></td>
<td>John Kunkel, City Manager</td>
</tr>
<tr>
<td></td>
<td>Fax: (805) 686-0086</td>
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<tr>
<td>NOT Sponsored</td>
<td>Santa Ynez Community Services District</td>
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<tr>
<td></td>
<td>Funding for manhole covers, etc.</td>
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<td></td>
<td>Bobbie Martin, General Manager</td>
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<td></td>
<td>Fax: (805) 688-3006</td>
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<tr>
<td>No Grant Application</td>
<td>City of Solvang</td>
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<tr>
<td>($380,000 remaining funds)</td>
<td>Other portions of Alamo Pintado Bridge on</td>
</tr>
<tr>
<td>SPONSOR remaining funds</td>
<td>Hwy 246</td>
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<tr>
<td></td>
<td>Brad Vidro, City Manager</td>
</tr>
<tr>
<td></td>
<td>Fax: (805) 686-2049</td>
</tr>
</tbody>
</table>

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Conditions of Sponsorship for both Sponsorship and Non-Sponsorship

1. Tribal sponsorship is not any type of vested property right and can be withdrawn by the Tribe without cause or notice any time prior to approval of the grant by the SBCIGLCBC. Sponsorship in any one year is no guarantee of sponsorship in any future year and the Tribe reserves the right to review Sponsorship applications for each new grant cycle or as permitted or required herein more frequently.

2. Any legal challenge or any other contesting of any part of this sponsorship letter, including, but not limited to grant sponsored or grant amount sponsored if applicable, shall immediately void all sponsorships contained herein and all other sponsorships by the Tribe to all other grant applications by the same grant applicant whether prior to or after approval of the grants by the SBCIGLCBC regardless of Condition of Sponsorship No. 1 above. Any sponsorship or non-sponsorship decision is not subject to any appeal to the Tribe, the General Council, Business Committee or otherwise.

3. Nothing herein shall subject the Tribe, General Council, Business Committee or either of their, officers, employees, agents or members to the jurisdiction of the State of California, County of Santa Barbara, or any city/municipality or otherwise constitute an express or implied waiver of the sovereign immunity of the Tribe, General Council, Business Committee, or either of their, officers, employees, agents or members.

4. The Tribe's determination that an application is reasonably related to casino impact(s) is for grant funding purposes only and shall not be construed as any admission by the Tribe.

Sincerely,

[Signature]

Vincent Armenta,
Tribal Chairman
EXHIBIT K(3)
May 1, 2013

The Business Committee of the Santa Ynez Band of Chumash Indians ("Tribe") has (1) made the decision to affirmatively sponsor the following grants labeled SPONSORED and (2) has decided that the following applications labeled SPONSORED both have a reasonable relationship to a casino impact and satisfy at least one of the priorities listed in Govt. Code Section 12715(g) (hereinafter (1) and (2) collectively referred to as “Sponsored”), subject to the “Conditions of Sponsorship for both Sponsorship and Non-Sponsorship” contained herein:

TOTAL AVAILABLE GRANT FUNDS: $736,752.40

Additional Background:

It has become apparent that the Tribe is being asked to pay as much for law enforcement and fire protection as the cities of Solvang and Buellton. This year’s funding request from the Sheriff exceeds one million dollars which is comparable to the annual contract fee amount paid by the cities of Solvang and Buellton, each of which pays approximately $1.4 million and $1.6 million, respectively.

Historically, the Tribe has fully funded one of the four full-time Deputy Sheriff positions at the Solvang substation in an amount in excess of $700,000 annually. One full-time Deputy position is filled on a 24/7 basis with five actual officers. That means the Tribe pays for at least one fourth of all law enforcement from Santa Ynez to Solvang.

In 2011, there were 6,019 calls for service in the Santa Ynez Valley, of those calls, 660 were for the Chumash Casino; that is about 11 percent of total service calls for last year.

In addition, the County CEO has threatened to remove the fourth firefighter/EMT from Fire Station 32 east of the reservation that serves all of Santa Ynez and east Solvang. While the Chumash Casino maintains a full staff of EMTs, the County CEO’s attempt to remove a fourth firefighter/paramedic is placing every other County resident east of Solvang at risk without any paramedic protection.
## Sponsorship:

<table>
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<tr>
<th>Decision &amp; Amount</th>
<th>Applicant</th>
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<tr>
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<td>County of Santa Barbara</td>
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<td>Amount $515,000</td>
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<td>Nexus and Discretionary Grant Sponsorship</td>
<td>Michael W. Dyer, Fire Chief</td>
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<td>Sponsored</td>
<td>City of Solvang</td>
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<td>Amount $55,000</td>
<td>Community Resource Deputy</td>
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<td>Discretionary Grant Only</td>
<td>Brad Vidro, City Manager</td>
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<tr>
<td></td>
<td>City of Solvang</td>
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<tr>
<td></td>
<td>Traffic Study Along Mission Drive</td>
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<tr>
<td>Not Sponsored</td>
<td>Brad Vidro, City Manager</td>
</tr>
<tr>
<td></td>
<td>City of Solvang</td>
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<tr>
<td></td>
<td>Solvang Library</td>
</tr>
<tr>
<td>Not Sponsored</td>
<td>Brad Vidro, City Manager</td>
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<tr>
<td>Sponsored</td>
<td>City of Buellton</td>
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<tr>
<td>Amount $83,376.20</td>
<td>Additional Law Enforcement Services</td>
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<td>City Manager</td>
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<td>Sponsored</td>
<td>County of Santa Barbara</td>
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<tr>
<td>Amount $83,376.20</td>
<td>5 Deputy Sheriff positions</td>
</tr>
<tr>
<td>($828,925 requested)</td>
<td>Sheriff Bill Brown</td>
</tr>
</tbody>
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Conditions of Sponsorship for both Sponsorship and Non-Sponsorship

1. Tribal sponsorship is not any type of vested property right and can be withdrawn by the Tribe without cause or notice any time prior to approval of the grant by the SBCIGLCBC. Sponsorship in any one year is no guarantee of sponsorship in any future year and the Tribe reserves the right to review Sponsorship applications for each new grant cycle or as permitted or required herein more frequently.

2. Any legal challenge or any other contesting of any part of this sponsorship letter, including, but not limited to grant sponsored or grant amount sponsored if applicable, shall immediately void all sponsorships contained herein and all other sponsorships by the Tribe to all other grant applications by the same grant applicant whether prior to or after approval of the grants by the SBCIGLCBC regardless of Condition of Sponsorship No. 1 above. Any sponsorship or non-sponsorship decision is not subject to any appeal to the Tribe, the General Council, Business Committee or otherwise.

3. Nothing herein shall subject the Tribe, General Council, Business Committee or either of their, officers, employees, agents or members to the jurisdiction of the State of California, County of Santa Barbara, or any city/municipality or otherwise constitute an express or implied waiver of the sovereign immunity of the Tribe, General Council, Business Committee, or either of their, officers, employees, agents or members.

4. The Tribe’s determination that an application is reasonably related to casino impact(s) is for grant funding purposes only and shall not be construed as any admission by the Tribe.

Sincerely,

[Signature]

Vincent Armenta,  
Tribal Chairman
EXHIBIT K(4)
<table>
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<td>2006/07</td>
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<tr>
<td>2006/07</td>
<td>20,810 (for 07/08)</td>
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<td>2007/08</td>
<td>vetoed by Gov. Schwarzenegger</td>
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<tr>
<td>2008/09</td>
<td>673,403</td>
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<td>2009/10</td>
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<td>2011/12</td>
<td>117,876.20 (estimated)</td>
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<tr>
<td>2012/13</td>
<td>675,000 (estimated)</td>
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<tr>
<td>Total</td>
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<tr>
<td>Over 10 years</td>
<td>$466,756.74 annually for Sheriff</td>
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RECORDING REQUESTED BY
Bureau of Indian Affairs
U.S. Dept. of the Interior

WHENRecorded MAIL TO:
Bureau of Indian Affairs
Pacific Regional Office
2800 Cottage Way
Sacramento, CA 95825

APNs 141-121-051, 141-140-010,
141-230-023, gne 141-240-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX § 0.00
Indian Affair
Signature of Declarant (Firm Name)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, as the authorized representative of the Santa Ynez Band of Mission Indians, does hereby grant to: THE UNITED STATES OF AMERICAN IN TRUST FOR THE SANTA YNEZ BAND OF CHUMASH MISSION INDIANS OF THE SANTA YNEZ RESERVATION, CALIFORNIA, all of their right, title, and interest in that certain real property in the City of Santa Ynez, County of Santa Barbara, State of California, described as

SEE LEGAL DESCRIPTION IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated

Vincent Armenta, Tribal Chairman
Santa Ynez Band of Mission Indians

STATE OF CALIFORNIA
COUNTY OF

On __________________________ before me, the undersigned, personally appeared __________________________ personally known to me (or 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.

Signature______________________________

(This area above for official Notarial seal)
Exhibit "A"
Legal Description

A.P.N.: 141-140-10 and 141-121-51 and 141-230-23 and 141-240-02

Real property in the unincorporated area of the County of SANTA BARBARA, State of California, described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)
LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)


THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.
The undersigned Grantor declares that Documentary Transfer Tax is not part of the public records.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FESS PARKER RANCH LLC, a California limited liability company ("Grantor"), hereby grants to the SANTA YNEZ BAND OF MISSION INDIANS ("Grantee"), that certain real property located in the County of Santa Barbara, State of California that is more particularly described on the attached Exhibit 1, which is incorporated herein by reference.

Such grant is subject to all encumbrances and other matters of record, all leases, non-delinquent real property taxes, all building codes and other applicable laws, ordinances and governmental regulations affecting the Property and all matters that would be disclosed by a survey or physical inspection.

Signature of Grantor Appears on Following Page
IN WITNESS WHEREOF, Grantor has caused its duly authorized representatives to execute this instrument as of the date hereinafter written.

Dated: 3/26/2010

GRANTOR:

FESS PARKER RANCH LLC,
a California limited liability company

By Fespar Enterprises LLC,
a California limited liability company,
Its Manager

By: W.J. Osterman
Name: W.J. OSTERMAN
Title: CFO
STATE OF CALIFORNIA

  ) ss.

  COUNTY OF ____________

On March 26th, 2010, before me, R. Thompson, a Notary Public, personally appeared William J. Stettheimer, who 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.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Seal]

R. THOMPSON
COMM. # 1813-6877
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
COMM. EXPIRES SEPT. 25, 2013

Notary Public
Exhibit 1

Legal Description of Real Property
LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)

LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCERecorded December 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

PARCEL 2: (PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCERecorded December 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEEDRecorded April 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCERecorded December 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCERecorded December 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)

THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY

First American Title
RECORDE OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF
THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED
APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED
DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

First American Title
EXHIBIT N
First American Title

First American Title Company
3780 State Street
Santa Barbara, CA 93105

June 03, 2013

Santa Ynez Band of Mission Indians
S Cohen
P.O. Box 517
Santa Ynez, CA. 93460 USA
Phone: (805)245-9083

Customer Reference: CAMP 4

Title Officer: Linda Clark
Phone: (805)687-1581xx252

Order Number: 4201-4279798 (LC)

Property: CAMP 4, 4400 BASELINE AVENUE
SANTA YNEZ, CA

We enclose the following:

Commitment For Title Insurance

Thank you for your confidence and support. We at First American Title Company maintain the fundamental principle:

Customer First!

First American Title
FIRST AMERICAN TITLE INSURANCE COMPANY

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Agreement to Issue Policy</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule A</td>
<td></td>
</tr>
<tr>
<td>1. Commitment Date</td>
<td>3</td>
</tr>
<tr>
<td>2. Policies to be Issued, Amounts and Proposed Insured</td>
<td>4</td>
</tr>
<tr>
<td>3. Interest in the Land and Owner</td>
<td>4</td>
</tr>
<tr>
<td>4. Description of the Land</td>
<td>4</td>
</tr>
<tr>
<td>Schedule B-1 - Requirements</td>
<td></td>
</tr>
<tr>
<td>Schedule B-2 - Exceptions</td>
<td></td>
</tr>
<tr>
<td>Conditions</td>
<td></td>
</tr>
</tbody>
</table>

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY. If you have any questions about the Commitment, please contact the issuing office.
COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.
SCHEDULE A

1. Commitment Date: May 7, 2013 at 7:30 A.M.

2. Policy or Policies to be Issued:
   Amount
   
   (A) ALTA Standard Policy
   Proposed Insured:
   The United States of America, in Trust for the Santa Ynez Band of Chumash Indians
   
   (B) ALTA Loan Policy
   Proposed Insured:
   
3. (A) The estate or interest in the land described in this Commitment is:
   
   A fee.
   
   (B) Title to said estate or interest at the date hereof is vested in:
   
   SANTA YNEZ BAND OF MISSION INDIANS

4. The land referred to in this Commitment is described as follows:

   Real property in the unincorporated area of the County of SANTA BARBARA, State of California, described as follows:

   PARCEL 1: (APN: 141-121-51 AND PORTION OF APN: 141-140-10)
   
   LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
   
   THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS.

   PARCEL 2: (PORTION OF APN: 141-140-10)
   
   LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
   
   THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED

First American Title
DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS.

PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10)

LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS.

PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10)

LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS.

PARCEL 5: (PORTION OF APN: 141-230-23)


THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.
SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

(A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(B) Pay us the premiums, fees and charges for the policy.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(E) Releases(s) or Reconveyance(s) of Item(s): NONE

(F) Other: NONE

(G) You must give us the following information:
   1. Any off record leases, surveys, etc.
   2. Statement(s) of Identity, all parties.
   3. Other: NONE

The following additional requirements, as indicated by "X", must be met:

[X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[] (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[] (J) The following LLC documentation is required from:

[] (K) The following partnership documentation is required from:

[] (L) The following documentation is required from corporation:

First American Title
(M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

(N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

(O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

(P) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

(Q) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

(R) Financial statements from the appropriate parties must be submitted to the Company for review.

(S) A copy of the construction contract must be submitted to the Company for review.

(T) An inspection of the land must be performed by the Company for verification of the phase of construction.
SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2013-2014, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment: $20,876.65, PAID
Penalty: $0.00
Second Installment: $20,876.65, PAID
Penalty: $0.00
Tax Rate Area: 62-023
A. P. No.: 141-140-10

Affects: Parcel 2 and a Portion of Parcels 1, 3 and 4

3. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment: $20,200.53, PAID
Penalty: $0.00
Second Installment: $20,200.53, PAID
Penalty: $0.00
Tax Rate Area: 62-023
A. P. No.: 141-121-51

Affects: Portion of Parcel 1

First American Title
4. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment: $297.98, PAID
Penalty: $0.00
Second Installment: $297.98, PAID
Penalty: $0.00
Tax Rate Area: 62-023
A. P. No.: 141-230-23

Affects: Parcel 5 and Portion of Parcel 3

5. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment: $252.44, PAID
Penalty: $0.00
Second Installment: $252.44, PAID
Penalty: $0.00
Tax Rate Area: 62-023
A. P. No.: 141-240-02

Affects: Portion of Parcel 4

6. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

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

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

For: Road and incidental purposes.

9. An easement for public road and incidental purposes, recorded October 12, 1895 In Book 40 of Deeds, Page 207.

   In Favor of: Santa Barbara County
   Affects: As described therein


    In Favor of: Willard W. Shepherd and Norma D. Shepherd, husband and wife, as joint tenants
    Affects: Lots 9 and 10 of Parcel 1


    In Favor of: Titus A. Giorgi, et ux
    Affects: Lots 9 and 10 of Parcel 1

First American Title
In Favor of: County of Santa Barbara
Affects: As described therein

13. Abutter’s rights of ingress and egress to or from State Highway 154 have been relinquished in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records, except as therein provided.

14. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded April 2, 1968 as Instrument No. 10737 in Book 2227, Page 136 of Official Records.

In Favor of: Joan Vickers Crawford, Executor of the Will of Anna V. Crawford
Affects: Portion of Parcel Three, should same cross or intersect said land


Which among other things contains provisions for the repair and maintenance of the “Easement Area”.
Affects: Lots 9 and 10 of Parcel 1
Affects: Parcel 1 and 2

18. The following matters disclosed by an ALTA/ACSM survey made by First American Title Insurance Company on March 15, 2010, designated Job No. Express Map EM 5595:
Roads, ranch roads and trails, crops and Flood Zones

19. The following matters disclosed by an ALTA/ACSM survey made by Wallace Group on April 5, 2012, designated Project No. 375-19-200:
Utility easements, overhead utility lines, utility poles and guy wires, utility pedestals, dirt roads, barns, pump shed, reservoir, wells and conduits, house, barns meters, gas tank, barbed wire fencing, fenced pump facility with transformer, GTE pad and wood retaining walls, culverts, water pump facilities, drainage channels, concrete drainage structure, headwall, wire fences, barbed wire fences, steel fences, gates, underground pipelines, fuel tanks and Torrance Ave (paper road).
Surveyors Notes .which includes in part “that the County of Santa Barbara is of the opinion that the roads shown on the map of the subdivision of Canada de Los Pinos or College Rancho, Rack 3, Map 4, may be owned in fee by the County, maybe not”...
20. Water rights, claims or title to water, whether or not shown by the public records.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as CAMP 4, 4400 BASELINE AVENUE, SANTA YNEZ, California.

Affects: Parcel 1, 2 and Portion of Parcels 3, 4

2. The property covered by this report is vacant land.

Affects: Parcel 5 and Portions of Parcels 3 and 4

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.
CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from Liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a title report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

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

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of these portions of any law or government regulation concerning:
   (a) building;
   (b) zoning;
   (c) land use;
   (d) improvements on the Land;
   (e) land division; and
   (f) environmental protection.
   This Exclusion does not limit the coverage described in Covered Risk 8 a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of your existing structure, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
   (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   (c) that result in no loss to You; or
   (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8 a., 25, 26, 27 or 28.

5. Failure to pay value for Your Title

6. Lack of a right:
   (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   (b) in streets, alleys, or waterways that touch the Land
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

<table>
<thead>
<tr>
<th>Covered Risk</th>
<th>Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>1% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>18</td>
<td>1% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>19</td>
<td>1% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>21</td>
<td>1% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   (a) and use
   (b) improvements on the land
   (c) and division
   (d) 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.

First American Title
2. The right to take the land by condemning it, unless:
(a) a notice of exercising the right appears in the public records on the Policy Date
(b) 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:
(a) that are created, allowed, or agreed to by you
(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
(c) that result in no loss to you
(d) 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:
(a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
(b) in streets, alleys, or waterways that touch your land

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

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy, (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b)

The above policy form 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 Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or
assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) right, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form 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 Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) right, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

First American Title
ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 25

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction creating the lien of the Insured Mortgage is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

First American Title
PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

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

Confidentiality and Security

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

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J. Williams

Sases Seales Delivere

the name of

State of California

County of Santa Barbara

On this 12th day of October, in the year one thousand eight hundred ninety-four before me, County Recorder in and for the County of Santa Barbara, personally appeared H. A. Williams known to me to be the person whose name is subscribed to and who executed the within instrument and acknowledged the same to be his own free act and deed.

In Witness Whereof I have hereunto set my hand as County Recorder, in and for the County of Santa Barbara, in and for the State of California, the 12th day of October, 1894, at 10 o'clock A.M.

J. R. R. R. C.

County Recorder.

Santa Ynez Land and Imp. Co.

Santa Barbara County.

This instrument made the 12th day of October, 1894 between the Santa Ynez Land and Improvement Company, an association organized existing under the laws of the State of California, having its office as principal place of business in the City of Los Angeles, County of Los Angeles, City of Los Angeles, State of California, and the party of the first part, Santa Barbara County, a body politic and corporate, under the laws of the State of California, and the party of the second part.
Witnesseth, that the said party of the first part for and in consideration of the sum of $17.00 to be paid to the said party of the second part, the receipt whereof is hereby acknowledged has hereby released, quit claimed and conveyed by these presents, forever release, quit claim and convey unto the said party of the second part the above-mentioned lines, runs, or portions of land, including the improvements thereon, lying and being in Santa Barbara County, State of California, and situated as follows, namely:

First Grant Avenue Eighty (80) feet in width.
Second Street Avenue Sixty (60) feet in width.
Third B Sessions Avenue Sixty (60) feet in width.
Fourth Colby Avenue Sixty (60) feet in width.

The above-mentioned lines, runs, or portions of land are delineated on certain maps entitled "Map Showing the Subdivision of the Balance of the William E. Colby Ranch, Santa Barbara County, California" surveyed by John E. Miller, 1887. Said map was filed of record in the Office of the County Recorder of Santa Barbara County, Santa Barbara on the Eighth Day of August 1887, to which said map was filed of record as aforesaid, reference is hereby specifically made and the said map is made a part hereof for a more complete and specific description of the land conveyed hereby.

Furthermore, it is further understood and agreed that the said party of the second part shall be subject to and subject to all the provisions of the following: [additional clauses and conditions are listed].

Subject to the usual covenants, restrictions, and conditions.
LIMITATIONS PRESERVATION AGREEMENT as set forth in the
registration map of said City and County, filed of record with the
County Recorder of said County of Santa Barbara,
revised July 10, 1888

In witness whereof said City and County of the
said City and County of Santa Barbara, this
City and County of Santa Barbara, has hereunto affixed its Corporate Seal to be hereunto affixed by S. Silberberg as
President and E. P. Robinson as Secretary,
thereunto duly authorized the day and year
this instrument signed above writing

Santayna

E. Robinson President

E. Robinson Secretary

Kate of California

S. S.
San Francisco

On this 20th day of November in the year
nineteen hundred seventy and seven, I,

in the presence of the undersigned,

W. C. Meininger, Notary Public,

in and for the City and County of

San Francisco, State of California,

do solemnly swear and affirm that I,

W. C. Meininger, have read the

instrument in the presence of

W. C. Meininger, Notary Public,

in and for the City and County of

San Francisco, State of California,

and that I, W. C. Meininger, have

sworn to and subscribed the

instrument in the presence of

W. C. Meininger, Notary Public,

in and for the City and County of

San Francisco, State of California,

and that I, W. C. Meininger, have

sworn to and subscribed the

instrument in the presence of

W. C. Meininger, Notary Public,

in and for the City and County of

San Francisco, State of California,

and that I, W. C. Meininger, have

sworn to and subscribed the

instrument in the presence of

W. C. Meininger, Notary Public,

in and for the City and County of

San Francisco, State of California,

and that I, W. C. Meininger, have

sworn to and subscribed the

instrument in the presence of

W. C. Meininger, Notary Public,

in and for the City and County of

San Francisco, State of California,

and that I, W. C. Meininger, have

sworn to and subscribed the

instrument in the presence of

W. C. Meininger, Notary Public,

in and for the City and County of

San Francisco, State of California,
EXHIBIT N

Exception 10
Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNA V. CRAWFORD

hereby GRANTS to WILLARD W. SHEPHERD and NORMA D. SHEPHERD, husband and wife, as tenants in common,

the following described real property in the state of California, county of Santa Barbara:

An easement for road purposes, ingress and egress, and for the installation, maintenance and repair of public utilities in, on, over, under and along the westerly 40.00 feet of Lots 9 and 10 in Tract 18 of the Canada de los Pinos or College Rancho, in the county of Santa Barbara, state of California, as per map filed August 8, 1888 as Map No. 4, in Book 3 in the office of the County Recorder of said county.

Date: May 20th, 1961

STATE OF CALIFORNIA
COUNTY OF

Los Angeles

On

May 20th, 1961

I, ANNA V. CRAWFORD, Notary Public in and for said county and state, generally approved

[Signature]

WITNESS my hand

[Signature]

Title Order No.: 12615

First American Title
EXHIBIT N

Exception 11
Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNA V. CRAWFORD

hereby GRANT(S) to TITUS A. GIORGIO and ALMA GIORGIO, husband and wife, as tenants in common;

the following described real property in the state of California, county of Santa Barbara:

An easement for road purposes, ingress and egress, and for the installation, maintenance and repair of public utilities in, on, over, under and along the westerly 100.00 feet of Lots 9 and 10 in Tract 15 of the Canada de los Pinos or College Rancho, in the county of Santa Barbara, state of California, as per map filed August 8, 1861 as Map No. 1 in Book 3 in the office of the County Recorder of said county.

Date: May 20th, 1916

STATE OF CALIFORNIA
COUNTY OF
Los Angeles

On May 20th, 1916, before me, Zabel, a Notary Public in and for said County and State, personally appeared

Anna V. Crawford

wherein I was sworn to be the present, whereupon I subscribed the within instrument and acknowledged the

WITNESS my hand and official seal.

Anna V. Crawford

My Notarial Commission Expires Jan, 1926

WITNESS my hand and official seal.

Title Order No. 14586/15
Escrow or Loan No.

Photostated by J. L. Guest, Ordered by J. A. Rohrer, County Recorder

First American Title
EXHIBIT N

Exception 12
RIGHT OF WAY GRANT

ANNA V. CRAWFORD, hereinafter called the Grantor,
for good and sufficient consideration, receipt of which is
hereby acknowledged, does hereby hereby grant unto
the COUNTY OF SANTA BARBARA, of the State of California, a body
politic and corporate, hereinafter called the Grantee, an easement
and right of way for all the uses and purposes of a public road,
over, along and under parcels of land in Tract 24 of the Rancho
Canada de Los Pinos, or College Ranch, according to Map 4, filed in
Rack 3, Santa Barbara County Recorder's office, in the County
of Santa Barbara, State of California described as follows:

A strip of land of variable width lying
partly on each side of the following des-
cribed surveyed line:

Beginning at Engineers Station 93+73.59 of
the surveyed center line for the improvement
of Base Line Avenue, said Engineers Station
93+73.69 being at the intersection of the
center line of Base Avenue with the center
line of Base Line Avenue as said Base Line
Avenue is described in the Deed to County
of Santa Barbara, recorded in Book 40, page
104 of Deeds, Santa Barbara County Recorder's
office, said Engineers Station 93+73.69
being N 0°18' E, distant 30.00 feet from a
1 1/4 inch iron pipe survey monument with
flag marked "SE, B, Co. 4695" and running
thence from said point of beginning,
S 89°44' E, 667.06 feet to Engineers Station
100+40.76 at the beginning of a 600.00
foot radius curve, concave to the south and
tangent to the last described course; thence
easterly and southeasterly along the arc of
said curve through a central angle of
27°29', a distance of 284.31 feet to
Engineers Station 103+25.06; thence tan-
gent to said last described curve,
E 62°35' E, 204.33 feet to Engineers Station
106+29.39 at the beginning of a 700.00
foot radius curve, concave to the north
and tangent to the last described course;
thence easterly along the arc of said curve
through a central angle of 41°43'30", a
distance of 509.77 feet to Engineers Station
110+39.16; thence tangent to said
last described curve, N 78°41'30" E,
1047.96 feet to Engineers Station 120+07.12
at the beginning of a 600.00 foot radius
curve, concave to the south and tangent
to the last described course; thence
easterly along the arc of said curve through
a central angle of 24°27'10", a distance of
255.07 feet to Engineers Station 123+43.19; thence, tangent to said last described curve, S 79°51'20" E, 281.63 feet to Engineers Station 124+04.82 at the beginning of a 1000 foot radius curve, easterly to the north and tangent to the last described course; thence easterly along the arc of said curve through a central angle of 9°48'40", a distance of 171.24 feet to Engineers Station 127+76.06, said last mentioned Engineers Station being in the center line of Base Line Avenue, as said Base Line Avenue is described in the Deed to County of Santa Barbara, recorded in Book 40, page 104 of Deeds, in said County Recorder's office; thence along said center line, being tangent to the last described curve, S 89°40' E, 1236.22 feet to Engineers Station 140+12.38, said Engineers Station being marked by a 2 inch Brass Cap Monument set by F. P. Flournoy, marked "R.C.B. of K. & L. A." and indicated on the east end of Base Line Avenue on Map filed in Book B, page 93 of Maps and Surveys, in said County Recorder's office, said last described monument being at the easterly corner common to Tracts 23 and 24 of the Rancho Cañada de Los Pinos.

The right of way herein conveyed is described by reference to the heretofore described surveyed line, distances from said line to the right of way boundary, unless otherwise noted, being measured at right angles to said surveyed line at the Engineers Station referred to, where such Station is located on a tangent, and beginning measured on a radial line from the Engineers Station referred to where such Station is on a curve, said right of way being particularly described as follows:

Beginning at the hereinabove described Engineers Station 93+73.89 and running thence from said point of beginning N 0°19' E, along the center line of Kora Avenue, a distance of 30.00 feet; thence in a general easterly direction along a line parallel with and distant 30.00 feet northerly, measured at right angles from said surveyed line, to a point distant 30.00 feet northerly from Engineers Station 103+29.39; thence southeasterly in a straight line to a point distant 30.00 feet northerly from Engineers Station 104+10.05; thence westerly in a straight line to a point distant 30.00 feet northerly from Engineers Station 110+39.16; thence in a general easterly direction, parallel with and distant 30.00 feet northerly measured at right angles from said surveyed line, to a 1/2 inch iron pipe survey monument with tag marked: "L.S. 2560", being in the east boundary line of said Tract 23, N 0°24'30" E, distant 30.00 feet from Engineers Station 140+12.28; thence S 0°24'30" E, along the east boundary of
Tracts 23 and 24 of said College Ranch, a distance of 60.00 feet; thence in a general westerly direction parallel with and distant 30.00 feet southerly, measured at right angles from said surveyed line, to the herein-above described 1 1/4 inch iron pipe survey monument with tag marked "S.B. Co. R.E. 598B," said monument being S 0° 16' W, distant 30.00 feet from Engineer's Station 88+78.89, the point of beginning; thence northeasterly in a straight line to the point of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND HOLD, all and singular, together with the said appurtenances unto the Grantee forever for said use as a public road.

IN WITNESS WHEREOF, the said Grantor has hereunto affixed her signatures this 17th day of November, 1959.

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

[Signature]

Personally appeared before me, Anna V. Crawford, a Notary Public in and for said County and State, this 17th day of November, 1959, Anna V. Crawford, personally known to me to be the person whose name is subscribed to the foregoing Right of Way Grant to COUNTY OF SANTA BARBARA, and she acknowledged to me that she had executed said Right of Way Grant.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year in this certificate first above written.

Notary Public in and for said County and State.

My commission expires: January 22, 1960
STATE OF CALIFORNIA
County of Santa Barbara

RIGHT OF WAY GRANT

THIS IS TO CERTIFY that the interest in real property conveyed by the

 Anna V. Crawford

November 17, 1959, from Anna V. Crawford


to the County of Santa Barbara, State of California, a political corporation and/or governmental agency, is

accepted by Order of the Board of Supervisors of the County of Santa Barbara on

December 1959.

WITNESS my hand and the seal of said Board this

1st day of December, A.D. 1959.

By

Deputy Clerk.

RECORDED AT REQUEST OF
COUNTY CLERK
DEC. 4 1959 M. 1/3 P.M.
9001 1693 PAGE 381
OFFICIAL RECORDS
Santa Barbara County, Cali.
JAMES O. POWELL, Recorder

PHOTOGRAPHED BY JAMES O. POWELL, CHECKED BY JAMES O. POWELL, COUNTY RECORDER
EXHIBIT N

Exceptions 13-15

Legal Description
EXECUTOR'S DEED

JOHN VICKERS CRAWFORD, as Executor of the Will of ANNA V. CRAWFORD, deceased, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the STATE OF CALIFORNIA, all of the right, title and interest of said decedent at the time of her death, and all of the right, title and interest that her estate may have subsequently acquired by operation of law, or otherwise, in and to the real property in the County of Santa Barbara, State of California, described as follows:

Those portions of Tracts "A" and "B" of the Rancho Lomas de la Purificacíon, in the County of Santa Barbara, as shown on the map filed in the office of the Clerk of the Santa Barbara County Superior Court on November 7, 1933, in action for partition entitled "Margaret A. Moore, et al., vs Magdalena Moore, et al.", Case No. 640 and those portions of the Canada de los Finos, or College Rancho, in said County, as shown on the map filed in Rack 3, Map 4, records of said County, described as follows:
Beginning at Engineer's Station 7204.00 "m" as described under PARCEL ONE in "Abandonment of Superseded State Highway in the County of Santa Barbara, Road V-SB-80-B", recorded October 2, 1952, in Volume 1099 of Official Records, at page 430, records of said County; thence S. 81° 17' 36" E., 150.00 feet to the TRUE point of beginning; thence (1), N. 09° 42' 26" E., 75.00 feet; thence (2), N. 79° 25' 19" W., 398.21 feet; thence (3), N. 84° 12' 21" W., 652.58 feet; thence (4), N. 81° 17' 36" W., 700.00 feet; thence (5), N. 78° 25' 69" W., 200.25 feet; thence (6), N. 81° 17' 40" W., 900.15 feet; thence (7), S. 88° 11' 15" W., 204.05 feet; thence (8), N. 82° 43' 03" W., 100.41 feet; thence (9), N. 66° 22' 09" W., 114.29 feet; thence (10), N. 89° 56' 10" W., 153.56 feet; thence (11), N. 03° 32' 19" W., 315.00 feet; thence (12), N. 23° 04' 39" W., 101.44 feet; thence (13), N. 83° 32' 15" W., 20.00 feet; thence (14), S. 41° 56' 03" W., 110.51 feet; thence (15), N. 76° 03' 41" W., 328.33 feet; thence (16), N. 71° 00' 46" W., 245.97 feet; thence (17), N. 63° 32' 25" W., 646.73 feet to a point which bears N. 26° 27' 35" E., 83.00 feet from Engineer's Station 800±62.07 B.G. on the Department of Public Works Survey Control Line as shown on the map filed September 22, 1966 in State Highway Map Book 6, pages 1 to 15 inclusive, records of said County; thence (18), northwesterly, tangent to last described course, along a curve to the left, with a radius of 2105 feet, through an angle of 09° 16' 58", for a distance of 361.20 feet; thence (19), N. 72° 49' 23" W., 325.66 feet;
thence (20), S. 89° 36' 25" W., 325.46 feet; thence (21), westerly, tangent to last described course, along a curve to the left with a radius of 2106 feet, through an angle of 16° 56' 30", for a distance of 622.72 feet; thence (22), S. 72° 39' 55" W., 531.19 feet; thence (23), S. 80° 55' 29" W., 313.25 feet; thence (24), S. 53° 50' 49" W., 139.51 feet; thence (25), westerly from a tangent which bears S. 72° 39' 55" W., along a curve to the right with a radius of 1960 feet, through an angle of 36° 03' 02" for a distance of 1220.65 feet; thence (26), N. 13° 46' 40" W., 33.31 feet; thence (27), N. 40° 51' 06" W., 20.00 feet; thence (28), S. 65° 02' 33" W., 33.32 feet; thence (29), westerly from a tangent which bears N. 69° 06' 25" W., along a curve to the right, with a radius of 1940 feet, through an angle of 27° 50' 26" for a distance of 971.82 feet to a point which bears N. 86° 44' 06" E., 172.59 feet from the southerly terminus of course (7) in the deed to State, recorded June 19, 1963 in Volume 1997 of Official Records, at page 819, records of said County; thence (30) N. 41° 15' 59" W., 443.76 feet to the center line of Armour Ranch Road, a public road; thence (31), along said center line N. 07° 44' 31" E., 118.75 feet; thence (32), northerly from a tangent which bears N. 32° 57' 12" E., along a curve to the left with a radius of 314.93 feet, through an angle of 25° 12' 41" for a length of 138.38 feet; thence (33), N. 22° 15' 29" W., 60.00 feet; thence (34) southerly from a tangent which bears S. 07° 44' 31" W., along a curve to the right with a radius of 254.93 feet, through
an angle of 32° 59' 30" for a distance of 166.79 feet; thence
(35), S. 78° 44' 01" W., 45.58 feet to a point which bears
N. 48° 44' 01" E., 207.00 feet from Engineer's Station 12494.72
P.O.T. on said Survey Control Line; thence (36), N. 41° 15' 59" W.,
203.82 feet; thence (37), N. 35° 29' 55" W., 99.50 feet; thence
(38), N. 41° 16' 00" W., 300.14 feet; thence (39),
N. 44° 54' 20" W., 502.46 feet; thence (40), N. 21° 02' 50" W.,
160.78 feet; thence (41), N. 50° 41' 11" W., 251.45 feet; thence
(42), N. 47° 38' 36" W., 112.01 feet; thence (43),
N. 46° 74' 20" W., 458.37 feet; thence (44), N. 41° 53' 12" W.,
1449.04 feet; thence (45), N. 29° 57' 22" W., 153.17 feet;
thence (46), N. 63° 33' 26" W., 000.64 feet; thence (47),
N. 40° 27' 22" W., 400.00 feet; thence (48), N. 30° 08' 19" W.,
110.64 feet; thence (49), N. 22° 31' 36" W., 172.00 feet; thence
(50), N. 68° 07' 19" W., 141.07 feet; thence (51),
N. 30° 25' 15" W., 230.82 feet; thence (52), N. 44° 42' 00" W.,
250.45 feet; thence (53), N. 36° 56' 49" W., 231.32 feet; thence
(54), N. 62° 54' 03" W., 191.27 feet; thence (55), N. 41° 15' 59" W.,
1270.00 feet; thence (56), N. 25° 19' 17" W., 109.20 feet; thence
(57), N. 30° 55' 35" W., 226.36 feet; thence (58), N. 57° 05' 41" W.,
190.66 feet; thence (59), N. 32° 16' 41" W., 161.32 feet; thence
(60), N. 60° 36' 04" W., 60.41 feet; thence (61), N. 41° 54' 50" W.,
920.01 feet to a point which bears N. 48° 44' 01" E., 98.00 feet
from Engineer's Station 103405.89 P.O.T. on said Survey Control
Line; thence (62), N. 39° 07' 08" W., 400.28 feet; thence (63),
N. 41° 48' 51" W., 523.02 feet; thence (64), N. 48° 44' 02" E.,
83.89 feet; thence (65), N. 01° 46' 33" E., 60.00 feet; thence (66), N. 79° 28' 37" W., 169.47 feet; thence (67), N. 44° 35' 09" W., 502.57 feet; thence (68), N. 43° 29' 22" W., 800.77 feet; thence (69), N. 40° 38' 35" W., 583.46 feet; thence (70), N. 51° 36' 54" W., 153.66 feet; thence (71), N. 43° 11' 17" W., 1005.00 feet; thence (72), N. 16° 20' 50" E., 19.72 feet; thence (73), N. 43° 11' 17" E., 20.00 feet; thence (74), S. 77° 16' 45" W., 19.72 feet; thence (75), N. 43° 11' 17" W., 2174.88 feet; thence (76), N. 16° 48' 01" E., 50.07 feet to an intersection with the southerly line of the parcel of land conveyed to Don C. Montgomery, et al, by deed recorded August 2, 1962, in Volume 1944 of Official Records, at page 89, records of said County, said intersection being distant along said southerly line, S. 88° 26' 47" E., 144.98 feet from the intersection of said southerly line with the center line of the State Highway Route 80 as said center line is referred to in said deed; thence (77), along said southerly line, N. 88° 26' 47" W., 314.47 feet; thence (78), S. 43° 12' 17" E., 1401.24 feet; thence (79), S. 43° 45' 21" E., 200.06 feet; thence (80), S. 43° 20' 27" E., 817.79 feet; thence (81), S. 14° 19' 29" W., 22.74 feet; thence (82), S. 63° 11' 17" E., 20.00 feet; thence (83), N. 74° 12' 52" E., 21.73 feet; thence (84), S. 63° 20' 28" E., 1015.00 feet; thence (85), S. 29° 27' 07" W., 211.65 feet; thence (86), S. 51° 43' 07" E., 303.36 feet; thence (87), S. 47° 28' 38" E., 200.56 feet; thence (88), S. 43° 03' 09" E., 98.20 feet; thence (89), S. 09° 01' 31" E., 95.37 feet; thence (90), S. 50° 22' 36" W., 132.32 feet; thence (91), N. 88° 19' 22" W., 160.85 feet; thence (92), S. 01° 46' 06" W., 60.00 feet; thence (93), S. 79° 17' 28" E., 230.45 feet; thence
(96), southeasterly, tangent to last described course, along a curve to the right, with a radius of 700 feet, through an angle of 35° 29' 30" for a distance of 433.64 feet; thence (97), S. 43° 47' 50" E., 905.89 feet to a point which bears S. 48° 44' 01" W., 87.00 feet from Engineer's Station 103405.89 P.O.T. on said Survey Control Line; thence (98), S. 41° 15' 59" E., 963.00 feet; thence (99), S. 21° 58' 37" E., 105.95 feet; thence (100), S. 57° 12' 43" E., 109.20 feet; thence (101), S. 32° 36' 28" E., 199.27 feet; thence (102), S. 47° 58' 34" E., 256.76 feet; thence (103), S. 46° 46' 23" E., 380.13 feet; thence (104), S. 40° 59' 37" E., 1050.01 feet; thence (105), S. 24° 26' 43" E., 224.61 feet; thence (106), S. 38° 44' 24" E., 340.33 feet; thence (107), N. 71° 30' 53" E., 89.16 feet; thence (108), S. 41° 15' 59" E., 170.09 feet; thence (109), S. 42° 07' 08" E., 550.06 feet; thence (110), S. 42° 47' 55" E., 601.09 feet; thence (111), S. 47° 16' 20" E., 301.65 feet; thence (112), S. 40° 36' 51" E., 665.04 feet; thence (113), S. 43° 19' 04" E., 325.22 feet; thence (114), S. 39° 36' 00" E., 506.11 feet; thence (115), S. 41° 15' 59" E., 600.00 feet; thence (116), S. 30° 41' 34" E., 152.59 feet; thence (117), S. 51° 28' 13" E., 254.62 feet; thence (118), S. 42° 43' 59" E., 392.13 feet; thence (119), S. 41° 15' 05" E., 20.00 feet; thence (120), N. 78° 44' 00" E., 34.64 feet; thence (121), S. 41° 15' 59" E., 1290.68 feet to a point which bears S. 37° 43' 04" W., 135.90 feet from the southeasterly terminus of course numbered (6) in the deed to
the State of California, recorded June 19, 1963, in Volume 1997 of Official Records at page 819, records of said County; thence (123), N. 48° 46' 07" E., 18.08 feet to a point on the southwesterly line of the parcel of land conveyed to State for highway purposes by deed recorded December 8, 1934 in Volume 317 of Official Records at page 289, records of said County; thence (124), easterly along said southeasterly line and along the southeasterly line of the two parcels conveyed to State for highway purposes by two deeds, one recorded March 1, 1934, in Volume 295 of Official Records at page 468 and one recorded March 1, 1934 in Volume 298 of Official Records at page 420, both, records of said County, to an intersection with a line projected N. 17° 00' 00" W., from a point which bears S. 45° 17' 04" W., 71.03 feet from Engineer's Station 840+30 P.O.C. on said Survey Control Line; thence (125), along said projected line S. 17° 00' 00" E., 63.47 feet to last said point; thence (126), S. 69° 26' 45" E., 20.00 feet; thence (127), N. 51° 36' 55" E., 36.63 feet; thence (128), S. 67° 53' 18" E., 191.99 feet; thence (129), easterly from a tangent which bears S. 74° 00' 45" E., along a curve to the left with a radius of 1415 feet, through an angle of 32° 34' 66" for a distance of 804.60 feet; thence (130), N. 73° 24' 29" E., 1057.33 feet; thence (131), N. 71° 18' 26" E., 265.74 feet; thence (132), N. 69° 57' 54" E., 69.58 feet; thence (132A), N. 73° 45' 11" E., 290.27 feet; thence (133), easterly from a tangent which bears N. 75° 20' 45" E., along a curve to the right with a radius of 1962 feet, through an angle of 14° 33' 39" for a distance of 498.61 feet; thence (134), easterly from a tangent which bears
N. 46° 46' 27" E., along a curve to the right with a radius of 1960 feet, through an angle of 27° 14' 02" for a distance of 794.60 feet; thence (135), S. 63° 32' 25" E., 254.95 feet; thence (136), S. 46° 45' 46" E., 105.62 feet; thence (137), S. 63° 32' 25" E., 291.78 feet; thence (138), southerly tangent to last described course, along a curve to the left, with a radius of 2120 feet, through an angle of 19° 59' 54" for a distance of 739.96 feet; thence (139), S. 42° 55' 20" E., 84.49 feet; thence (140), S. 83° 32' 19" E., 20.00 feet; thence (141), N. 34° 13' 46" E., 62.18 feet; thence (142), S. 83° 55' 57" E., 382.01 feet; thence (143), S. 74° 25' 29" E., 191.34 feet; thence (144), S. 62° 08' 16" E., 118.95 feet; thence (145), N. 51° 03' 02" E., 100.45 feet; thence (146), S. 81° 19' 45" E., 1940.27 feet; thence (147), S. 80° 03' 52" E., 506.11 feet; thence (148), S. 80° 04' 00" E., 200.55 feet; thence (149), S. 69° 56' 58" E., 152.07 feet; thence (150), N. 06° 42' 26" E., 160.00 feet to the TRUE point of beginning.

Excepting therefrom that portion conveyed to Emma J. Clark by deed recorded March 27, 1945 in Volume 642, at page 99, and by Decree of Preliminary Distribution recorded January 18, 1957 in Volume 1475, at page 596, both Official Records of said County.

Excepting therefrom that portion of the strip of land 60 feet in width conveyed to the County of Santa Barbara for all uses and purposes of a public road by deed recorded September 27, 1940 in Volume 502 of Official Records, at page 227, records of said County.

This conveyance includes a portion now used and acknowledged as public road.
This conveyance is made for the purposes of a freeway and connecting roads and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property in and to said freeway, including rights of access over the existing State Highway at said freeway presumed, however, that such remaining property shall have access as hereinafter provided, to said road connections which will be connected to the freeway.

The said rights of access to said connecting roads shall be expressly limited as follows:

1. The remaining lands lying northeasterly of said freeway shall have access over and across all of said course (33) and the northeasterly 136 feet of said course (34) to Armour Ranch Road, and also over and across all of said course (65) to Armour Ranch Road.

2. The remaining lands lying southeasterly of said freeway shall have access over and across all of said courses (91) and (92) and the westerly 120.45 feet of said course (93) to Santa Barbara Avenue.

Excepting and Reserving, however, to the grantor, his successors or assigns, the right of access to the freeway over and across said courses (13), (27), (73), (92), (120), (126), and (160), being 20-foot access openings, and the northerly 30.44 feet of course (76) above, to a 30-foot access opening extending N. 43° 11' 17" W., 30.00 feet from the southerly terminus of said 30.44 feet of said course (76).

Further excepting and Reserving, however, to the grantor, his successors and assigns, the right to utilize and to maintain separate locks upon the 10-foot-wide gates being constructed by
Grantee to the southwest and northeast, respectively, of Engineer's Station 50 / 50 (which gates are respectively located within courses (46) and (111) above), for the sole and limited purpose of retrieving through said gates any livestock which may stray upon the expressway. Said gates shall not be utilized for any other access purposes, and the herein-reserved right to utilize said gates shall cease and terminate and said gates shall be replaced with fencing at such future time as the lands which respectively adjoin said gates are devoted to a higher end better use and cease to be utilized for cattle raising or other livestock raising purposes. Grantor and Grantee will each maintain separate locks on said gates so that each may obtain access without the other.

ALSO, the grantor does hereby convey to the State of California five easements for drainage purposes, described as follows:

45-8. Beginning at the southerly terminus of said course (150); thence S. 08' 42' 26" W., 60.00 feet; thence N. 66' 13' 06" W., 362.48 feet to the westerly terminus of said course (148); thence westerly along said courses (148) and (149) to the point of beginning.

45-9. Beginning at the easterly terminus of said course (143); thence S. 10' 17' 52" E., 82.72 feet; thence S. 19' 42' 06" W., 150.00 feet; thence S. 70' 52' 45" W., 97.63 feet; thence N. 19' 42' 06" E., 150.00 feet; thence N. 34' 16' 18" W., 183.45 feet to the westerly terminus of said course (143); thence easterly along last said course to the point of beginning.

-10-
45-11. Beginning at the easterly terminus of said course (10); thence N. 06° 51' 38" W., 162.37 feet; thence S. 78° 56' 11" W., 99.63 feet; thence S. 14° 18' 53" W., 146.37 feet to the westerly terminus of course (10) above; thence easterly along last said course to the point of beginning.

45-13. Beginning at a point on said course (23), distant westerly along last said course 75.77 feet from the easterly terminus thereof; thence N. 51° 50' 13" W., 326.50 feet; thence S. 38° 09' 25" W., 97.08 feet; thence S. 51° 50' 33" W., 236.78 feet to a point on said course (23); thence easterly along last said course to the point of beginning.

45-15. Beginning at the southeasterly terminus of said course (104); thence S. 69° 59' 02" E., 96.57 feet; thence N. 30° 08' 14" W., 310.85 feet; thence N. 48° 44' 01" E., 45.00 feet to the northwesterly terminus of said course (104); thence southeasterly along last said course to the point of beginning.

AND ALSO, the grantor does hereby convey to the State of California, an easement for slope purposes, described as follows:

45-10. Beginning at a point on said course (7), distant westerly 100.00 feet from the easterly terminus thereof; thence N. 33° 52' 03" W., 210.70 feet; thence S. 58° 28' 26" W., 221.99 feet to the northwesterly terminus of said course (9); thence easterly along said courses (9), (8) and (7) to the point of beginning.
AND ALSO grantor does hereby convey to State two easements for slope and drainage purposes, described as follows:

45-14. Beginning at the easterly terminus of said course (109); thence S. 79° 55' 28" W., 216.26 feet; thence N. 01° 09' 56" W., 298.07 feet to the westerly terminus of said course (107); thence easterly along said courses (107), (108), and (109) to the point of beginning.

45-12. Beginning at the southeasterly terminus of said course (136); thence N. 69° 15' 02" W., 100.50 feet; thence N. 63° 37' 47" W., 297.15 feet; thence N. 82° 53' 04" W., 464.76 feet; thence N. 82° 00' 32" W., 407.56 feet; thence S. 86° 37' 36" W., 613.54 feet to the westerly terminus of said course (132A); thence easterly along said courses (132A), (133), (134), (135) and (136) to the point of beginning.

Bearings and distances used herein are based on the California Coordinate System, Zone 5; multiply distances by 1,0000 to obtain ground level distances.

Excepting and reserving unto grantor, his successors, or assigns, the privilege of moving livestock and equipment for agricultural purposes across and beneath the State highway through two equipment and cattle pass structures to be constructed at approximately Engineer's Station 73+00 "A" and 130+00 "A" on the center line of said freeway, and also the privilege of moving livestock and equipment for agricultural purposes across said highway beneath the bridge structures existing and to be constructed at approximately Engineer's
Stations 779+10 "N", 13+60 and 6+400 "A" on said center line; provided that such privilege shall not be exercised at the surface of said highway or by means other than the hereinabove described structures or for any other purpose and that such privilege shall cease and terminate upon discontinuance of the use of the abutting lands for agricultural purposes; provided, further that any maintenance of said crossings required by reason of use thereof for purposes of grantor shall be the obligation of said owners of abutting lands.

Reserving unto grantor, his successors and assigns, the right to install, replace, repair, remove and maintain water pipelines transversely under said State highway at the following locations on the above said center line:

Engineer's Station 755+60 "N", 24" conduit.
Engineer's Station 762+15 "N", 24" conduit.
Engineer's Station 771+00 "N", 24" conduit.

At the time of construction, Grantee shall furnish and install said 24-inch conduit under and across the roadbed at said Engineer's Stations. Grantor understands and agrees that upon completion of the installation of said conduit, it shall become the property of the Grantor and will be the Grantor's obligation thereafter to maintain and repair said conduit.

Also reserving unto Grantor, his successors and assigns, the right to install, replace, repair, remove and maintain irrigation pipeline transversely under the State highway at Engineer's Stations 775+55 "N", 785+35 "N" and 93+10 "A".

-13-
The facility shall be installed beneath the surface of the highway within 8" conduit to be constructed, owned and maintained by the grantee transversely across the highway at said Engineer's Stations shown immediately above.

Also reserving unto Grantor, his successors and assigns, the right to install, replace, repair, remove and maintain electrical lines transversely under said highway at Engineer's Station 762+15 "p".

The underground electrical facility shall be installed beneath the surface of said highway within a 2-inch conduit to be constructed, owned and maintained by the Grantee transversely across said highway at the location described immediately above.

The grantor's right to repair his facilities existing within the State-owned right of way is limited to performing such maintenance and repair from outside said highway right of way. In no instance shall the grantor have the right to traverse or use said highway right of way for maintenance or repair of his facilities without securing the issuance of a permit from the State, which approval shall not be unreasonably withheld.

Reserving to grantor, his successors and assigns, the right to install, replace, repair, remove and maintain, water lines across the freeway beneath bridge structures to be constructed at approximately Engineer's Station 779+10 "p" and 15+60 "p" and through the above said equipment and cattle pass structure at approximate Engineer's Station 130+05, provided that such right shall not be exercised at the surface of said freeway or by means other than the hereindubove structures and
in no instance shall grantor have the right to attach pipe
supports to said structures.

Excepting and reserving to the Grantor, his successors
and assigns all oil, oil rights, minerals, mineral rights,
natural gas, natural gas rights, and other hydrocarbons by
whatever name known that may be within or under the parcel of
land hereinabove described, together with the perpetual right
of drilling, mining, exploring and operating therefor and removing
the same from said land or any other land, including the right to
whipstock or directionally drill and mine from lands other than
those hereinabove described, oil or gas wells, tunnels and shafts
into, through or across the subsurface of the land hereinabove
described, and to bottom such whipstock or directionally drilled
wells, tunnels and shafts under and beneath or beyond the exterior
limits thereof; and to redrill, retunnel, equip, maintain, repair,
deepen and operate any such wells or mines, without, however, the
right to drill, mine, explore and operate through the surface or
the upper 100 feet of the subsurface of the land hereinabove
described or otherwise in such manner as to endanger the safety of
any highway that may be constructed on said lands.

SUBJECT TO covenants, conditions, restrictions and
reservations of record, easements or rights of way
over the hereinabove-described land for public or quasi-public
utility or public street purposes, if any; and all other items
set forth in paragraph 2(A) of the concurrent unrecorded Right
of way Contract between the parties hereto.

This Deed is made pursuant to the Order Confirming
and Authorizing Sale and Conveyance of Real Property to the State of California for Freeway, Connecting Road and Incidental Purposes, which Order was made and entered the 14th day of March, 1968, in the Matter of the Estate of ANNA V. CRAWFORD, also known as MAN VICKERS CRAWFORD, deceased, Probate Case No. P 506504, in the Superior Court of the State of California, for the County of Los Angeles, to which reference is hereby made.

It is mutually agreed and understood that the consideration for this conveyance includes all costs that have been or may hereafter be incurred by the Grantor herein, or his successors or assigns, for the relocation or rearrangement of any and all water lines, water troughs, gates, access and frontage roads and road approaches, fences and other improvements that are located on the remaining property of Grantor; and the Grantor, for himself and his successors or assigns, hereby waives any and all claims for damages of whatever nature that may hereafter accrue to said remaining property by reason of the construction of the highway improvement in the manner contemplated by that certain unrecorded highway deed map dated January, 1967, of Santa Barbara County Route 154, post miles 6.3 to 12.1, consisting of 9 sheets numbered 2 through 10, inclusive, including any damages that have arisen or may hereafter arise to such remainder in the event said existing improvements, the relocation of which is being currently paid for by Grantee, are not in fact relocated or rearranged by Grantee.

DATED: 3-7-1968.

JOHN VICKERS CRAWFORD as executor of the Will of Anna V. Crawford, deceased
STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On March 7, 1968, before me, the undersigned, a Rotary Public in and for said County and State, personally appeared JOHN VICKERS CRAWFORD, executor of the will of ANNA Y. CRAWFORD, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such executor.

WITNESS my hand and official seal.

YOLANDA BURTON
Rotary Public, in and for the County of Santa Barbara, State of California YOLANDA BURTON
My Commission Expires: May 10, 1968

10737 (CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SEC. 37221)

TEAM IS YO CENARY, THAT THE STATE OF CALIFORNIA, grantees herein, acting by and through the Department of Public Works, Division of Highways, hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and conveys to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this 12th day of March 1968

SAMUEL N. NELSON
District High of Way Agent

K. E. Wilson
District Right of Way Agent, Secretary in Fact
EXHIBIT N
Exception 16
SHORT FORM LAND CONSERVATION CONTRACT

Incorporating Board of Supervisors Resolution by Reference

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS 1st day of JANUARY, 1972, by and between JOHN VICKERS CRANFORD

and THOMAS H. CRANFORD

hereinafter referred to as "OWNER" and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, OWNER possesses certain real property situate in the County of Santa Barbara, State of California, hereinafter referred to as "THE SUBJECT PROPERTY," and more particularly described in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, THE SUBJECT PROPERTY is now devoted to agricultural uses and uses compatible thereto; and

WHEREAS, THE SUBJECT PROPERTY is located in an "agricultural preserve" heretofore established by the County, and designated as the J.V. CRANFORD et al Preserve (71-2F-70(71-85-57) with 100 AG zoning restrictions;

NOW, THEREFORE, both OWNER and COUNTY, in consideration of the mutual promises, covenants and conditions to which reference is made herein and substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: THE SUBJECT PROPERTY shall be subject to all restrictions and conditions adopted by resolutions and minute orders by the Board of Supervisors of the County of Santa Barbara, California, and recorded on November 5, 1971, as Instrument Numbers 36196, Bk. 2371, pg. 402; 36197, Bk. 2371, pg. 404; 36188, Bk. 2371, pg. 406; 36189, Bk. 2371, pg. 413;
36190, Bk. 2371, pg. 419; 36191, Bk. 2371, pg. 424; 36192, Bk. 2371, pg. 429
of the Official records of the County of Santa Barbara, California, and it is
MUTUALLY AGREED THAT the conditions and restrictions set forth in said
resolutions and minute orders are adopted and incorporated herein and made a
part hereof as fully as though set forth herein at length and the OWNER will
observe and perform said provisions.

SECOND: The minimum acreage for new parcels described in
Uniform Rule No. 6 dated August 9, 1971, shall be 100 acres.

THIRD: In consideration of the premises, OWNER shall indemnify
and save harmless COUNTY from and against any and all claims, liability,
suits, damages, costs including reasonable attorney's fees, losses and
expenses in any manner resulting from, arising out of, or connected with
the use of the attached Assessor's Parcel Map and the description of THE
SUBJECT PROPERTY.

FOURTH: This Contract shall be effective as of the first day
of January, 19__.

IN WITNESS WHEREOF, the OWNER and COUNTY have entered into this
Contract the day and year first above written.

COUNTY OF SANTA BARBARA

By
Vice-Chairman, Board of Supervisors

ATTEST:
J. E. Lewis, County Clerk
and Edith C. Kloft, Clerk of the
Board of Supervisors

OWNERS

By

APPROVED AS TO FORM

GEORGE F. KADING
COUNTY COUNSEL

By

STATE OF CALIFORNIA

CITY OF Los Angeles

On December 8th, 19__.

Behold me, the undersigned, a duly duly in and for said State, personally appeared
John Wickers Crawford, and
Thomas H. Crawford.

To be the person in whose name are
above subscribed to the within instrument,
and acknowledged to me, Carl L. King, executed the same.

WITNESS my hand and official seal.

[Signature]

First American Title
**LOT BOOK GUARANTY**

**SCHEDULE A**

No. 129422-21

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by names):

A. The last recorded instrument purporting to transfer title to said real property is:

   - Dec. recorded Sept. 14, 1970
   - Doc. No. 24829
   - in Book 2320
   - Page 975
   - in favor of John Vickery Crawford and Thomas H. Crawford, each as to an undivided 1/2 interest, and by
   - Doc. recorded Sept. 5, 1971
   - as Doc. No. 29988
   - in Book 2363
   - at Page 989
   - in favor of John V. Crawford and Thomas H. Crawford each as to an undivided 1/2 interest.

B. There are no mortgage or deeds of trust which purport to affect said real property other than those shown below under

   Exceptions or additional matters (as required):

   No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for

   above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the

   same as said address.

**Exceptions:**

1. A Deed of Trust in the amount of: **none**

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<th>Trustor</th>
<th>Trustee</th>
<th>Beneficiary</th>
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<td>Instrument No.</td>
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2. A Deed of Trust in the amount of:

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<td>Instrument No.</td>
<td>Book</td>
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**Additional matters (as required):**

**DESCRIPTION:**

Lots 9 through 20, inclusive, of Tract 18; Lots 1 through 12, inclusive, of Tract 24; Lots 1 through 12, inclusive of Tract 25: and that portion of Tract 16 lying northeasterly of the north-easterly line of the tract of land granted to the State of California by Executor's Deed recorded April 2, 1966, as Inst. No. 10737 in Book 2227 at Page 136 of Official Records, in the Office of the County Recorder of said County, of the rancho Guadalupe de los Peños, or College Ranch, in the County of Santa Barbara, State of California, as shown on the map thereof, filed in Book 3, as Map 4, in the Office of the County Recorder of said County.
JOHN FREDERICK CRAMPF, as Executor of the ESTATE OF ANNA V. CRAMPF, deceased, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the STATE OF CALIFORNIA, all of the right, title and interest of said deceased in the land described as follows:

Three portions of Lots 44 and 45 of the Parcel Map No. 149 in the County of Santa Barbara, as shown on the map filed in the office of the Clerk of the Santa Barbara County Superior Court on December 15, 1955, in action for partition against Margaret A. Roche, et al., vs. Ignatius Henry, et al., Case No. 410 and three portions of the Grant Deed to land described as follows:

The above and hereinbefore described land is based on the California, San Antonio Road, Conveyance System, Case 2, mutually designated by 1,000,082,77 to obtain ground legal descriptions.
Beginning at Engineer's Station 73000.00 " on described under Parcel No. 10 in "Description of Surrendered State Highway in the County of Santa Barbara, Said R-28-40-4, recorded October 2, 1933, in Volume 16 of Official Records, at page 130, records of said County; thence S. 02° 23' 16" E., 120.00 feet to the true point of beginning; thence (1) N. 08° 43' 55" E., 15.00 feet; thence (2), N. 02° 57' 48" W., 230.11 feet; thence (3), N. 04° 13' 20" W., 312.58 feet; thence (4), N. 81° 17' 30", 100.00 feet; thence (5), N. 07° 15' 46", 200.22 feet; thence (6), N. 31° 17' 40", 900.19 feet; thence (7), N. 08° 11' 19", 216.26 feet; thence (8), N. 37° 47' 02", 100.41 feet; thence (9), N. 06° 27' 49", 114.29 feet; thence (10), N. 29° 54' 10", 132.36 feet; thence (11), N. 23° 19' 50", 212.00 feet; thence (12), N. 22° 06' 47", 232.44 feet; thence (13), N. 43° 21' 19", 25.00 feet; thence (14), N. 45° 30' 09", 210.51 feet; thence (15), N. 27° 03' 06", 241.17 feet; thence (16), N. 53° 21' 31", 696.72 feet to a point which bears E. 20° 25' 24", 81.00 feet from Engineer's Station 8000.00 E. on the Department of Public Works Survey Central Line as shown on the map filed September 21, 1966 in Santa Barbara Plats Book 5, page 1 of 19 Inclosures, records of said County; thence (17), southwesterly, tangent to line described above, along a curve to the left, with a radius of 3016 feet, through an angle of 09° 56' 59", for a distance of 343.20 feet; thence (18), N. 17° 48' 22", 135.04 feet.
thence (25), S. 49° 30' 25" N., 313.40 feet; thence (26),
N. 16° 35' 20" W., for a distance of 439.72 feet; thence (27),
S. 72° 29' 51" W., 52.36 feet; thence (28), N. 13° 54' 49" W., 113.13 feet;
thence (29), N. 27° 34' 15" E., along a curve to the right with a radius
of 2260 feet, through an angle of 33° 37' 17" for a distance of
1311.55 feet; thence (30), N. 13° 49' 43" W., 32.33 feet;
thence (31), N. 89° 01' 29" W., 32.33 feet; thence (32),
N. 89° 01' 29" W., 100.00 feet; thence (33),
S. 49° 30' 25" W., 313.40 feet; thence (1),
S. 49° 30' 25" W., 313.40 feet from the northeast
corner of section 17, the east line of said section,
and the south line of this tract, and the north line
of the tract to the point of a distance of 439.72 feet,
and to the point on the north line of said section,
and the south line of this tract, and the north line
of the tract to the point on the east line of said
section, and the center line of the south line of
this tract.
on angle of 28° 46' 10" for a distance of 146.79 feet; hence
(120), N. 14° 46' 10" W., 44.15 feet to a point which bears
N. 44° 41' 01" E., 200.00 feet from Engineer's Station 17+36.72
P.O.T. on said Survey Control Line; hence (32), N. 44° 41' 01" E.,
30.47 feet; hence (33), N. 35° 31' 17" W., 95.08 feet; hence
(34), N. 31° 18' 34" W., 203.19 feet; hence (35),
N. 44° 41' 01" W., 30.47 feet; hence (36), N. 27° 02' 30" W.,
160.19 feet; hence (37), N. 30° 41' 11" W., 251.43 feet; hence
(38), N. 31° 34' 37" W., 212.41 feet; hence (39),
N. 44° 41' 01" W., 30.47 feet; hence (40), N. 47° 53' 12" W.,
165.94 feet; hence (41), N. 43° 51' 22" W., 163.17 feet;
ence (42), N. 43° 51' 22" W., 268.26 feet; hence (43),
N. 31° 34' 37" W., 170.44 feet; hence (44), N. 31° 34' 37" W.,
170.44 feet; hence (45), N. 47° 53' 12" W.,
170.44 feet; hence (46), N. 47° 53' 12" W., 357.00 feet; hence (47),
N. 31° 34' 37" W., 370.50 feet; hence (48), N. 31° 34' 37" W.,
170.44 feet; hence (49), N. 31° 34' 37" W., 170.44 feet; hence
(50), N. 47° 53' 12" W., 357.00 feet; hence (51),
N. 31° 34' 37" W., 370.50 feet; hence (52), N. 31° 34' 37" W.,
170.44 feet; hence (53), N. 47° 53' 12" W.,
170.44 feet; hence (54), N. 31° 34' 37" W., 170.44 feet; hence
(55), N. 27° 02' 30" W., 251.43 feet; hence (56), N. 35° 31' 17" W.,
160.19 feet; hence (57), N. 44° 41' 01" W., 30.47 feet; hence
(58), N. 47° 53' 12" W., 165.94 feet; hence (59),
N. 31° 34' 37" W., 170.44 feet; hence (60), N. 47° 53' 12" W.,
165.94 feet; hence (61), N. 43° 51' 22" W.,
268.26 feet to a point which bears N. 44° 41' 01" E., 95.08 feet,
from Engineer's Station 17+36.72 P.O.T. on said Survey Control
Line; hence (62), N. 35° 31' 17" W., 95.08 feet; hence (63),
N. 44° 41' 01" E., 95.08 feet; hence (64), N. 44° 41' 01" E.,
3889

First American Title
the State of California, recorded June 16, 1956, in Volume 1479 of Official Records at page 117, records of said County; thence (172), N. 40° 06' 00" E., 100.00 feet to a point on the southwesterly line of the parcel of land conveyed to State for highway purposes by deed recorded December 3, 1931, in Volume 317 of Official Records at page 299, records of said County; thence (174), easterly along said southwesterly line and along the southwesterly line of the two parcels conveyed to State for highway purposes by the deeds, one recorded March 2, 1934, in Volume 37 of Official Records at page 648 and the recorded March 1, 1934 in Volume 228 of Official Records at page 102, both records of said County, to an intersection with a line projected N. 17° 00' 00" E., from a point which bears, E. 40° 06' 00" N., 70.00 feet from Enginee's Station No. 29 E.C.O., on said Survey Control Line; thence (172), along said projected line N. 17° 00' 00" E., 123.40 feet to line said to cross said line (156), N. 40° 06' 00" E., 66.00 feet; thence (156), N. 34° 38' 15" E., 135.80 feet; thence (128), S. 89° 53' 16" E., 132.99 feet; thence (128), easterly from a tangent which bears S. 72° 00' 00" E., along a curve to the left with a radius of 593.50 feet, through an angle of 76° 32' 47" for a distance of 604.60 feet; thence (128), E. 72° 15' 24" N., 1975.23 feet; thence (128), N. 80° 48' 36" E., 251.74 feet; thence (128), N. 89° 53' 16" E., 132.99 feet; thence (128), S. 72° 00' 00" E., 396.37 feet; thence (128), easterly from a tangent which bears E. 73° 20' 45" N., along a curve to the right with a radius of 1892 feet, through an angle of 1° 29' 39" for a distance of 488.61 feet; thence (128), easterly from a tangent which bears S. 72° 00' 00" E., 100.00 feet; thence (128), easterly from a tangent which bears...
First American Title
RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

RESOLUTION NO. 72-58

WHEREAS, there has been presented to this Board of Supervisors
a Land Conservation Contract dated January 1, 1972
by and between the County of Santa Barbara and
and THOMAS H. CRAWDICK
by the terms of which provision is made for erection of an Agri-
cultural Preserve (71-AP-37) in the Santa Ynez area; and

WHEREAS, it appears proper and to the best interests of the
County that said instrument be executed,
NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the
Chairmen and Clerk of the Board of Supervisors be, and they are
hereby, authorized and directed to execute said instrument on
behalf of the County of Santa Barbara.

Passed and adopted by the Board of Supervisors of the
County of Santa Barbara, State of California, this 17th day
of January, 1972, by the following vote:

Ayes: George H. Clyde, Charles F. Caterina, Daniel G.
Grant, and Francis B. Beattie
Noes: None

Absent: Curtis Tomassi

FRANCIS B. BEATTIE
Chairman, Board of Supervisors

J. E. LEWIS (Sec'y)
CLERK
RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER
OF THE CREATION OF
AGRICULTURAL PRESERVES

RESOLUTION NO. 72-57

BE IT RESOLVED by the Board of Supervisors of the
County of Santa Barbara, State of California, in regular session
assembled on January 17, 1972, that, pursuant to the California
Land Conservation Act of 1965, as amended, (Government Code
Sections 51200, et seq.) the following Agricultural Preserves are
hereby created in the County of Santa Barbara:

J. V. Crawford et al (71-AP-37), Santa Ynez
Gertrude Franco (71-AP-49), Santa Maria
Elmer C. Rice (71-AP-51), Santa Maria
Francis Calderon (71-AP-54), Santa Maria

A map of each preserve is filed in the office of the Santa Barbara
County Surveyor and is generally described in Exhibit "A" attached
to each Short Form Land Conservation Contract.

BE IT FURTHER RESOLVED that each Agricultural Preserve
shall be administered pursuant to the California Land Conservation
Act of 1965, as amended, and the Uniform Rules adopted by this
Board pursuant to said Act.

BE IT FURTHER RESOLVED that the Clerk of the Board shall
endorse the fact of this adoption and the date thereof on said
maps and shall file copies of this resolution and said maps with
the Santa Barbara County Surveyor, the Santa Barbara County
Recorder, the Secretary of the Agricultural Preserve Committee,
and the Director of Agriculture, State of California, and shall
transmit copies of this resolution without said maps to the
following interested parties: Planning Commissioner from area,
Supervisor from area, Agricultural Commissioner, Farm Advisor,
School District, Park Department, County Counsel, and the
property owners involved:

J. V. Crawford
Gertrude France
Elmer C. Rice
Francis Calderon

PASSED AND ADOPTED by the Board of Supervisors of the
County of Santa Barbara, State of California, this 17th day of
January, 1972, by the following vote:

AYES:  George H. Clyde, Charles F. Catterlin,
Daniel G. Grant and Francis H. Beattie

NOES:  None

ABSENT:  Curtis Tunnell

COUNTY OF SANTA BARBARA

By  FRANCIS H. BEATTIE
FRANCIS H. BEATTIE, Vice-Chairman,
Board of Supervisors

ATTEST:

J. E. LEWIS (Seal)
J. E. LEWIS, County Clerk

STATE OF CALIFORNIA

County of Santa Barbara

J. E. LEWIS, County Clerk, does hereby certify that the foregoing
is a true and correct copy of the resolutions and re-
mainders on file and on record in the Office of the Clerk of the
County of Santa Barbara, do hereby certify that the foregoing
is a true and correct copy of the resolutions and re-

END OF DOCUMENT
EXHIBIT N

Exception 17
Title(s)

Judgment by Stipulation of the Parties
On March 16, 2001, Plaintiffs, Willard W. Shepherd, Willard W. Shepherd as Trustee, Willard Shepherd III as Trustee, Lauri Shepherd, Bunnie Shepherd Sexton, Wendy Shepherd, Earl Beaty Shepherd, and Wendell Beaty Shepherd ("Shepherd") filed this action against Defendants, Fess Parker Ranch LLC ("Parker"), a limited liability company, Fess Parker ("Fess"), and all persons unknown claiming any legal or equitable right, title, estate or interest in the easement hereinafter described, to quiet Shepherd's title to said easement for declaratory relief.

Parker and Fess, filed an answer to said complaint, denying the claims of Shepherd and alleging certain affirmative defenses to the complaint.
The parties met with Kevin McIvers on two occasions to mediate the issues of this case. Said mediation was partially successful.

On October 7, 2002, Judge Rodney Melville held a Readiness and Settlement Conference with the parties and their respective attorneys.

The parties have reached a settlement of this case pursuant to Code of civil Procedure Section 664.6 on the following terms as stipulated by Shepherd and Parker, including a stipulation by Shepherd and Parker that the Court retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 in this matter.

Based on the above facts and circumstances, the parties stipulate the Court may enter into the following Judgment and Orders:

1. It is ordered and adjudged that a forty foot (40') wide non-exclusive easement for road purposes, ingress, egress, and for the installation, maintenance and repair of public utilities over, in, on, under and along the westerly 40 feet (the “Easement Area”) of Lots 9 and 10 in Tract 18 of the Canada de los Pinos or College Rancho in the County of Santa Barbara, State of California, as per map filed August 8, 1888, as Map No. 4 in Rack 3 in the office of the County Recorder of said County and State (the “Servient Tenement”) exists for the benefit of those parcels identified on Exhibit “A” hereto. The parties do not intend by this stipulation to relocate or change in any way the location of the Easement Area from its present location (the “Dominant Tenement”).

2. Parker and Shepherd confirm the validity and existence of the Easement as set forth herein. The present title owner of the Servient Tenement is Fess Parker Ranch LLC. The present owners of the parcels comprising the Dominant Tenement are as follows:

<table>
<thead>
<tr>
<th>Owners of Record</th>
<th>APN</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willard W. Shepherd, as Trustee</td>
<td>141-121-53</td>
<td>106.79 acres</td>
</tr>
<tr>
<td></td>
<td>141-121-50</td>
<td>80.00 acres</td>
</tr>
<tr>
<td>Earl Shepherd</td>
<td>141-121-52</td>
<td>45.89 acres</td>
</tr>
<tr>
<td>Wendell Shepherd</td>
<td>141-121-49</td>
<td>40.00 acres</td>
</tr>
<tr>
<td>Norma Shepherd Trust</td>
<td>141-121-52</td>
<td>40.16 acres</td>
</tr>
</tbody>
</table>
Said parcels are legally described in Exhibit “A” attached hereto and made a part hereof by reference.

3. Said Easement Area serves, benefits, and is appurtenant to and runs with the Dominant Tenement.

4. The traveled portion of the right of way in the Easement Area shall be 20 feet wide.

5. The parties shall cooperate in performing work on the road within the Easement Area so it will drain to the west and south into the existing culvert which takes water away from the Easement Area and drains it westerly toward Highway 154. If necessary, a ditch may be constructed on the west side of said easement and the roadway tilted toward said ditch. The road surface shall remain sand and gravel mix. If it becomes necessary to construct those improvements, the parties shall cooperate with each other in applying materials on the roadway within the easement to reduce dust. No gravel will be applied to the roadway without the prior written consent of both parties.

6. The parties shall share equitably in the costs of the improvements.

7. The owner of the Servient Tenement shall have first right to repair and maintain the easement and road. If the owners of the Dominant Tenement believe the Easement Area and/or road is not being properly repaired and maintained, they shall notify the owner of the Servient Tenement, in writing, and specify the needed repairs and maintenance to return the condition of the road to that described in paragraph 5, above. If the owner of the Servient Tenement fails to perform the needed repairs and maintenance within ten (10) days after receipt of said written notice, then the owners of the Dominant Tenement, or any of them, may perform such work.

8. The cost of any repair and/or maintenance performed on the Easement Area and/or road shall be borne solely by the party performing the work. Each party shall indemnify and hold harmless the other(s) for any and all damages resulting from or arising out of such
work performed at its direction. All repair and maintenance work shall be performed with as little interference with the use of the Easement Area by the other party.

9. Except for the rights in the Easement and such other rights as may be possessed as a member of the general public, if any, Shepherd acknowledges, represents and agrees that it has no other interest whatsoever in the Parker Property, or any portion thereof, whether by prescription, reservation or otherwise.

10. Fess is hereby dismissed from the subject lawsuit with prejudice.

11. The foregoing stipulated Judgment is not intended to, and shall not be construed to, change or modify the rights, obligations or remedies of the parties or of their Dominant Tenement or Servient Tenement, except as is expressly set forth herein.

12. This Judgment may be recorded with the official Records of the County of Santa Barbara.

13. The Court shall retain jurisdiction to make further orders to enforce and implement this Judgment.

Plaintiffs:

\[Signature\]
Willard W. Shepherd

\[Signature\]
Willard W. Shepherd, Trustee

\[Signature\]
Willard Shepherd III, Trustee

\[Signature\]
Lauri Shepherd

\[Signature\]
Bunnie Shepherd Sexton

\[Signature\]
Wendy Shepherd
work performed at its direction. All repair and maintenance work shall be performed with as little interference with the use of the Easement Area by the other party.

9. Except for the rights in the Easement and such other rights as may be possessed as a member of the general public, if any, Shepherd acknowledges, represents and agrees that it has no other interest whatsoever in the Parker Property, or any portion thereof, whether by prescription, reservation or otherwise.

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12. This Judgment may be recorded with the official Records of the County of Santa Barbara.

13. The Court shall retain jurisdiction to make further orders to enforce and implement this Judgment.

Plaintiffs:

Date:  
Willard W. Shepherd

Date:  
Willard W. Shephard, Trustee

Date: 10-17-03  
Willard Shepherd III, Trustee

Date:  
Lauri Shepherd

Date:  
Bunnie Shepherd Sexton

Date:  
Wendy Shepherd
work performed at its direction. All repair and maintenance work shall be performed with as
little interference with the use of the Easement Area by the other party.

9. Except for the rights in the Easement and such other rights as may be possessed as
a member of the general public, if any, Shepherd acknowledges, represents and agrees that it
has no other interest whatsoever in the Parker Property, or any portion thereof, whether by
prescription, reservation or otherwise.

10. Fess is hereby dismissed from the subject lawsuit with prejudice.

11. The foregoing stipulated Judgment is not intended to, and shall not be construed
to, change or modify the rights, obligations or remedies of the parties or of their Dominant
Tenement or Servient Tenement, except as is expressly set forth herein.

12. This Judgment may be recorded with the official Records of the County of Santa
Barbara.

13. The Court shall retain jurisdiction to make further orders to enforce and
implement this Judgment.

Plaintiffs:

Date: ________________________________
Willard W. Shepherd

Date: ________________________________
Willard W. Shepherd, Trustee

Date: ________________________________
Willard Shepherd III, Trustee

Date: __________
Lauri Shepherd

Date: ________________________________
Bunnie Shepherd Sexton

Date: ________________________________
Wendy Shepherd
work performed at its direction. All repair and maintenance work shall be performed with as little interference with the use of the Easement Area by the other party.

9. Except for the rights in the Easement and such other rights as may be possessed as a member of the general public, if any, Shepherd acknowledges, represents and agrees that it has no other interest whatsoever in the Parker Property, or any portion thereof, whether by prescription, reservation or otherwise.

10. Fess is hereby dismissed from the subject lawsuit with prejudice.

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12. This Judgment may be recorded with the official Records of the County of Santa Barbara.

13. The Court shall retain jurisdiction to make further orders to enforce and implement this Judgment.

Plaintiffs:

Date: Willard W. Shepherd

Date: Willard W. Shepherd, Trustee

Date: Willard Shepherd III, Trustee

Date: Lauri Shepherd

Date: 10-17-03

Bunnie Shepherd Sexton

Date: Wendy Shepherd
work performed at its direction. All repair and maintenance work shall be performed with as little interference with the use of the Easement Area by the other party.

9. Except for the rights in the Easement and such other rights as may be possessed as a member of the general public, if any, Shepherd acknowledges, represents and agrees that it has no other interest whatsoever in the Parker Property, or any portion thereof, whether by prescription, reservation or otherwise.

10. Fess is hereby dismissed from the subject lawsuit with prejudice.

11. The foregoing stipulated Judgment is not intended to, and shall not be construed to, change or modify the rights, obligations or remedies of the parties or of their Dominant Tenement or Servient Tenement, except as is expressly set forth herein.

12. This Judgment may be recorded with the official Records of the County of Santa Barbara.

13. The Court shall retain jurisdiction to make further orders to enforce and implement this Judgment.

Plaintiffs:

Date: ____________________________
Willard W. Shepherd

Date: ____________________________
Willard W. Shepherd, Trustee

Date: ____________________________
Willard Shepherd III, Trustee

Date: ____________________________
Lauri Shepherd

Date: ____________________________
Bunnie Shepherd Sexton

Date: 10/19/03
Wendy Shepherd
Date: 10-17-03
Earl Beaty Shepherd

Date: 10-17-03
Wendell Beaty Shepherd

Date:  
Willard W. Shepherd

Attorneys for Plaintiffs:
Weldon & DeGasparis

By: [Signature]
Richard P. Weldon

Defendants:
Fess Parker Ranch LLC

By: Fess E. Parker, Jr., Manager

Fess E. Parker, Jr.

Attorneys for Defendants:
Mullen & Hennzell LLP

By: Charles S. Bargiel

IT IS SO ORDERED.

Date:  
Judge of the Superior Court
Date: 10/2/03

Wendell Beatty Shepherd

William Shepherd III as Trustee of the
Norma Dolan Shepherd Trust dated
April 3, 1990

Attorneys for Plaintiff:
Weldon & DeGasparis

By: [Signature]

Defendants:
Foss Parker Ranch LLC

By: Foss E. Parker, Jr., Manager

Foss E. Parker, Jr.

Attorneys for Defendants:
Mullen & Henzell LLP

By: Charles S. Burgid

IT IS SO ORDERED.

Date:

Judge of the Superior Court

JUDGMENT BY STIPULATION OF THE PARTIES
Date: 10-17-03

Bard Beatty Shepherd

Wendell Beatty Shepherd

William Shepherd III as Trustee of the Norma Dolah Shepherd Trust dated April 3, 1990

Attorneys for Plaintiff:

Weldon & DeGasparis

By: Michael F. Weldon

Defendants:

Fess Parker Ranch LLC

By: Fess H. Parker, Jr., Manager

Fess H. Parker, Jr.

Attorneys for Defendants:

Mullen & Henriberry LLP

By: Charles S. Benjell

IT IS SO ORDERED.

Date:

Judge of the Superior Court

JUDGMENT BY STIPULATION OF THE PARTIES
The ______ succeeding pages of this certified document are imprinted on the lower right with the court seal.
Date:  

Earl Beaty Shepherd

Date:  

Wendell Beaty Shepherd

Date:  

Willard W. Shepherd

Attorneys for Plaintiffs:

Weldon & DeGasparis

By:  

Richard P. Weldon

Defendants:

Fess Parker Ranch LLC

By:  

Fess E. Parker, Jr., Manager

Fess E. Parker, Jr.

Attorneys for Defendants:

Mullen & Henzell LLP.

By:  

Charles S. Bargiel

IT IS SO ORDERED.

Date:  

JAN 2, 2004

Judge of the Superior Court

RODNEY G. MELVILLE

JUDGMENT BY STIPULATION OF THE PARTIES
The 12 succeeding pages of this certified document are imprinted on the lower right with the court seal.
EXHIBIT "A" TO SHEPHERD - PARKER JUDGMENT

Parcel 1

Parcels A, B, and C of Parcel Map 13,419 of the County of Santa Barbara, State of California recorded May 4, 1984 in Book 33 of Parcel Maps at 69-79 in official records of the County of Santa Barbara, State of California. Said Parcels A, B and C are portions of Sections 3 and 10 of the Canada de los Pinos or College Rancho in said County as recorded in Book "B" at page 348 of Misc. Records of said County and State.

Parcel A is Assessors Parcel No. 141-121-52 45.89 acres
Parcel B is Assessors Parcel No. 141-121-53 106.68 acres
Parcel C is Assessors Parcel No. 141-121-54 40.16 acres
See attached map.

Parcel 2

That portion of Section 10 of/in the Canada de los Pinos or College Rancho in the County of Santa Barbara, State of California according to the survey thereof made by W. P. Casey, C. E. in December 1876 and recorded in Book "B" at page 348 of Miscellaneous Records in the office of the County Recorder of said County and State, described as follows:

Beginning at a 2 inch brass capped monument set at the Southeast corner of the tract of land described in the Deed to Herbert P. Colfelt recorded March 4, 1934 as instrument No. 1720 in Book 301 at page 200 of Official Records, thence
1st along the south line of said Colfelt tract North 89° 34' 30" west 1318.95 feet to a 3/4 inch survey pipe set at the southeast corner of the tract of land described as Parcel 2 in the Deed to Willard W. Shepherd, et. ux. recorded May 24, 1955 as instrument no. 9284 in Book 1316, page 273 of Official records, thence,
2nd along the easterly line of said Shepherd tract north 0° 22" 45" east 1318.65 feet to a 3/4 inch survey pipe set at the northeasterly corner of said Shepherd tract, thence,
3rd along the easterly prolongation of the northerly line of said Shepherd tract south 89° 34' 30" east 1318.95 feet to the easterly line of the Colfelt tract herein referred to, thence,
4th southerly along the easterly line of said Colfelt tract to the point of beginning.

Assessor Parcel No. 141-121-49 40 acres
Parcel 3

That portion of Section 10 of/in the Canada de los Pinos or College Rancho in the County of Santa Barbara, State of California according to the survey thereof made by W. P. Casey, C. E. in December 1876 and recorded in Book "B" at page 348 of Miscellaneous Records in the office of the County Recorder of said County, described in the Deed to Herbert Colfelt, recorded March 14, 1934 as instrument number 1720 in Book 301, page 200 of Official Records, lying easterly of the following described line:

Commencing at a 2 inch brass capped monument set at the southeast corner of said Colfelt tract and running along the southerly line of said tract north 89° 34' 30" west 2637.90 feet to an old one inch survey pipe set at the true point of beginning of the line herein to be described:

thence north 0° 22' 45" east 2637.30 feet to a point in the northerly line of said Colfelt tract of land.

Excepting therefrom that portion thereof lying southerly of the following described line:

beginning at a 3/4 inch survey pipe set on the westerly line of the above described tract of land from which an old one inch survey pipe bears south 0° 22' 45" west 1818.65 feet, said point of beginning being the north-west corner of the tract of land described as Parcel 2 in the deed to Willard W. Shepherd, et. ux. recorded May 24, 1955 as instrument no. 9284 in Book 1316, page 273 of Official Records;

thence along the northerly line of said Shepherd tract and the easterly prolongation thereof south 89° 34' 30" to the easterly line of the Colfelt Tract herein referred to.

Assessors Parcel No. 141-120-50 80 acres
EXHIBIT N

Legal Description
COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

ASSESSOR’S PARCEL NO. 141-121-051 AND PORTION OF 141-140-110

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinance enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.


Michael B. Emmons
County Surveyor

APPROVED AS TO FORM:
COUNTY COUNSEL

By
Kevin Ready, Sr.

02-CC-005

12/5/01
EXHIBIT A

Legal Description

Lots 9 through 18, inclusive, of Tract 18, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County.
COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR’S PARCEL NO. 141-140-010

Notice is hereby filed, as a public record, that the real property described in Exhibit “A” and shown as the shaded parcel on the map marked Exhibit “B” attached hereto and made a part hereof, is incorporated herein by this reference. And that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.


Michael B. Emmons
County Surveyor

APPROVED AS TO FORM:
COUNTY COUNSEL

By
Kevin Ready, Sr.
02-CC-001

First American Title
EXHIBIT A
Legal Description

Lots 1 through 12, inclusive, of Tract 24, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County.
COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR'S PARCEL NO.'s 141-140-010 & 141-230-023

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permit, or other grants of approval.


[Signature]
Michael B. Emmons
County Surveyor

APPROVED AS TO FORM:
COUNTY COUNSEL

[Signature]
Kevin Reedy, Sr.

02-CC-008

First American Title
EXHIBIT A
Legal Description

Lots 19 and 20 of Tract 18 and that portion of Lots 1, 2, 7, 8, 9, 10, and 15 through 20, inclusive, of Tract 16, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County, that lies northeasterly of the northeasterly line of the land granted to the State of California by an Executor's Deed recorded April 2, 1968 in Book 2227, Page 136 of Official Records of said County.
EXHIBIT MAP
PORTION OF APN 141-230-10
& A PORTION OF APN 141-230-23
SANTA BARBARA COUNTY, CALIFORNIA

01-026ROS-EX.DWG
Recording Requested by and
After Recording Return to
Fess Parker Ranch LLC
PO Box 908
Los Olivos, CA 93441

COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR' S PARCEL NO. 141-230-023

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.


Michael B. Emmons
County Surveyor

APPROVED AS TO FORM:
COUNTY COUNSEL

By
Kevin Ready, Sr.
02-CC-010

Date 12/4/01

First American Title
EXHIBIT A
Legal Description

That portion of Lots 3 and 6 of Tract 16, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County, that lies northeasterly of the northeasterly line of the land granted to the State of California by an Executor's Deed recorded April 2, 1968 in Book 2227, Page 136 of Official Records of said County.
COUNTY OF SANTA BARBARA

CERTIFICATE OF COMPLIANCE ON

PORTION OF ASSESSOR'S PARCEL NO.'S 141-140-010 & 141-240-002

Notice is hereby filed, as a public record, that the real property described in Exhibit "A" and shown as the shaded parcel on the map marked Exhibit "B" attached hereto and made a part hereof, is incorporated herein by this reference, and that said real property and the division creating said real property comply with the applicable provisions of the State Subdivision Map Act and County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.


Michael B. Emmons
County Surveyor

APPROVED AS TO FORM:
COUNTY COUNSEL

By
Kevin Ready, Sr.
02-CC-009

Date
12/4/01
EXHIBIT A
Legal Description

Lots 1 through 12, inclusive, of Tract 25, in the County of Santa Barbara, State of California, as shown on the Map Showing the Subdivisions of the Canada de los Pinos or College Rancho, filed in Rack 3, as Map 4 in the Office of the County Recorder of said County.
Resolution No. 931

Resolution of the Business Committee of the Santa Ynez Band of Chumash Indians to Accept that Commitment for Title Insurance and Exceptions as Part of that Fee to Trust Application for Approximately 1400 acres

WHEREAS, the Santa Ynez Band of Chumash Indians ("Tribe") is a federally recognized Self-Governance Indian Tribe by the United States Government possessing inherent powers of self-governance with duties, rights, responsibilities, and with power and authority over the lands within the exterior boundaries of the Santa Ynez Band of Chumash Indians Reservation; and

WHEREAS, Pursuant to 25 CFR 151.10 and 151.11, the Indian Reorganization Act and any other applicable federal law and/or regulations, the Santa Ynez Band of Chumash Indians ("Tribe") hereby submits to the Bureau of Indian Affairs an application to transfer the following approximately 1400 acres of real property (the "Property") within the Tribe’s Tribal Land Consolidation Area and held by the Tribe in fee simple to the United State of America, to be held in trust for the Tribe (so-called “fee to trust” transfer) as listed herein and as described in more detail in the attached Title Insurance Commitment attached hereto as Exhibit A.

Parcel 1: (APN: 141-121-51 and portion of APN: 141-140-10)
Parcel 2: (Portion of APN: 141-140-10)
Parcel 3: (Portions of APNs 141-230-23 and 141-140-10)
Parcel 4: (APN: 141-240-02 and portion of APN 141-140-10)
Parcel 5: (Portion of APN: 141-230-23)

WHEREAS, First American Title Company on June 3, 2013, has issued an ALTA commitment for title insurance in favor of the United States of America as Order Number 4201-42799798 (LC) (the “Title Insurance Commitment”) a copy of which is attached hereto as Exhibit A.

THEREFORE BE IT RESOLVED, that the Business Committee of the Santa Ynez Band of Chumash Indians hereby accepts the Title Insurance Commitment, including, without limitation, those exclusions from coverage listed in Schedule B, Section Two, numbers 1-6 (which will be paid in full) and numbers 7-21 therein.

BE IT FURTHER RESOLVED, that the Business Committee has filed a notice of non-renewal for all Williamson Act Contracts encumbering the Property and the Tribe further agrees to comply with the terms of such Williamson Act Contracts during the nine (9) year non-renewal period until the expiration of the Contracts.

This resolution supercedes any previous Tribal resolutions.
CERTIFICATION

We the undersigned, duly elected members of the Business Council of the Santa Ynez Band of Chumash Indians, do hereby certify that the foregoing resolution was adopted on July 1, 2013 by a vote of 4 in FAVOR, 0 OPPOSED, 0 ABSTAINING.

Vincent Armenta, Chairman

Richard Gomez, Vice Chairperson

Kenneth Kahns, Secretary/Treasurer

David Dominguez, Committee Member

Gary Pace, Committee Member
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Main Pages
- Sign Up
- Home
- Search History
- Shopping Cart
- Account Overview

Help
- Finding My Property
- Paying My Taxes
- Getting Started
- Like Accounts
- Website Security
- Important Pages
- Contact Us

Tools
- Mailing Address Change

External Links
- Assessor Website
- Auditor Website
- Tax Collector Website

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County of Santa Barbara, Treasurer-Tax Collector, Public Administrator, Public Guardian, Veterans Services
For questions about property taxes, please contact us at SBtaxes@co.santa-barbara.ca.us.
For questions about this website, please contact us at Webinfo@PropertyTaxes@co.santa-barbara.ca.us.
Para traducir este sitio en español, haga clic acá. To translate into another language, click here.
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