

Exhibit 1



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825

MAR 16 2006

IN REPLY REFER TO:

Troy Burdick, Superintendent
Bureau of Indian Affairs
Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

Dear Mr. Burdick:

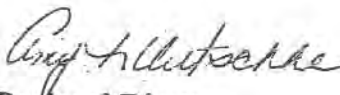
We have reviewed the formal results of the Secretarial Election held on March 4, 2006 involving the Round Valley Indian Tribes (Tribe). The election was conducted according to our authorization issued on November 4, 2005, for the purpose of voting on the proposed Amendment to the Tribe's Constitution.

As evidenced by the Certificate of Results of Election, signed by the Election Board Members, the proposed Amendment No. 1 to the Tribe's Constitution, by a vote of 65 "for" and 48 "against", was duly adopted by the qualified voters of the Tribe. Therefore, by my signature on the enclosed Certificate of Approval, the proposed Amendment No. 1 is approved pursuant to the authority redelegated to me by Memorandum of Agreement dated August 16, 1994.

By separate cover letter, please return the following to the Tribe; The original November 4, 2005, authorization letter, the proposed Amendment No. 1, the original of this approval letter, the original completed Certificate of Results of Election, the original Certificate of Approval and copies of any other documents that would be appropriate for the Tribe to retain that relate to this Secretarial election process, such as the Official of Registered Voters List, etc.

Returned herewith are the documents submitted with your March 9, 2006, memorandum. If you have any questions, please contact Fred Doka Jr., Regional Tribal Operations Officer, at (916) 978-6067.

Sincerely


Acting Regional Director

Enclosures

cc: Deputy Director Tribal Services
President, Round Valley Indian Tribes



Cap
CCL
TBA
PL



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825

CERTIFICATE OF APPROVAL

Amendment No. 1 of the Constitution of the Round Valley Indian Tribes, Round Valley Indian Reservation, California, which was adopted by the qualified voters of the Band on March 4, 2006, is hereby approved pursuant to the authority delegated to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984), as amended and delegated to the Deputy Commissioner of Indian Affairs by 230 D.M. 2.4 and redelegated to me by Memorandum of Agreement dated August 16, 1994. This approval is effective as of this date; provided that nothing in this approval shall be construed as authorizing any action under this document that would be contrary to Federal Law.


Acting Regional Director

MAR 16 2003

Date _____

TAKE PRIDE
IN AMERICA 



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Washington, D.C. 20240

IN REPLY REFER TO:

TRIBAL GOVERNMENT SERVICES - TR
2611 MS/MIB

RECEIVED SEP 26 1994

THROUGH: SACRAMENTO AREA OFFICE

SEP 14 1994

Mr. Harold Brafford
Superintendent, Central California Agency
Bureau of Indian Affairs
1824 Tribute Road
Sacramento, California 95815

Dear Mr. Brafford:

We have received the results of the election held on August 3, 1994, by the qualified voters of the Covelo Indian Community of the Round Valley Reservation. The election was called in accordance with an order issued on April 22, 1994, which permitted the qualified voters of the Community to vote on the adoption or rejection of a proposed revised Constitution of the Round Valley Indian Tribes. Among other things, the proposed revised constitution changed the name of the tribal entity from the Covelo Indian Community of the Round Valley Reservation to the Round Valley Indian Tribes.

As evidenced by the completed Certificate of Results of Election, the proposed Constitution of the Round Valley Indian Tribes was duly adopted on August 3, 1994, by a vote of 98 for and 45 against in an election in which at least thirty percent (30%) of the 223 members registered and entitled to vote cast their ballots.

The Constitution of the Round Valley Indian Tribes, as adopted on August 3, 1994, is hereby approved pursuant to the authority delegated to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984), as amended, and delegated to me by 230 D.M. 2.4. Please deliver the enclosed approved original document to the Tribe.

Sincerely,

Patrick A. Hayes

Acting Deputy Commissioner of Indian Affairs

Enclosure



BUREAU OF INDIAN AFFAIRS
Washington, D.C. 20240



IN REPLY REFER TO:

TRIBAL GOVERNMENT SERVICES - TR
2611 MS/MIB

THROUGH: SACRAMENTO AREA OFFICE

SEP 14 1994

Mr. Harold Brafford
Superintendent, Central California Agency
Bureau of Indian Affairs
1824 Tribute Road
Sacramento, California 95815

Dear Mr. Brafford:

We have received the results of the election held on August 3, 1994, by the qualified voters of the Covelo Indian Community of the Round Valley Reservation. The election was called in accordance with an order issued on April 22, 1994, which permitted the qualified voters of the Community to vote on the adoption or rejection of a proposed revised Constitution of the Round Valley Indian Tribes. Among other things, the proposed revised constitution changed the name of the tribal entity from the Covelo Indian Community of the Round Valley Reservation to the Round Valley Indian Tribes.

As evidenced by the completed Certificate of Results of Election, the proposed Constitution of the Round Valley Indian Tribes was duly adopted on August 3, 1994, by a vote of 98 for and 45 against in an election in which at least thirty percent (30%) of the 223 members registered and entitled to vote cast their ballots.

The Constitution of the Round Valley Indian Tribes, as adopted on August 3, 1994, is hereby approved pursuant to the authority delegated to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984), as amended, and delegated to me by 230 D.M. 2.4. Please deliver the enclosed approved original document to the Tribe.

Sincerely,

Acting Deputy Commissioner of Indian Affairs

Enclosure

PROPOSED AMENDMENT NO. 1

**CONSTITUTION OF THE
ROUND VALLEY INDIAN TRIBES**

Article VIII - Elections, Section 6 - Voting Age, of the current Constitution, reads: "All tribal members who reside on the reservation for at least one (1) year or reside in the Round Valley area for at least one (a) year, and who are age eighteen (18) or older on the date of any tribal election shall be entitled to vote in the election."

Proposed Amendment No 1:

Shall Article VIII - Elections, Section 6 - Voting Age, be amended to read as follows: "**All tribal members who are age eighteen (18) or older on the date of any tribal election shall be entitled to vote in the election.**"



United States Department of the Interior

BUREAU INDIAN AFFAIRS

CENTRAL CALIFORNIA AGENCY
1824 TRIBUTE ROAD, SUITE J
SACRAMENTO, CA 95815-4308



IN REPLY REFER TO:

RECEIVED SEP 2

SEP 27 1994

Mr. Joseph A. Russ, Sr., President
Round Valley Indian Tribes
Round Valley Reservation
P. O. Box 448
Covelo, California 95428


Dear Mr. Russ:

This correspondence is to advise the Tribe that we have received the approved original Constitution of the Round Valley Indian Tribes, adopted on August 3, 1994, by a vote of 98 for and 45 against in a Secretarial election in which at least thirty percent (30%) of the 223 members registered and entitled to vote cast their ballots.

The Constitution was approved on September 14, 1994, pursuant to the authority delegated to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984), as amended, and delegated to the Acting Deputy Commissioner of Indian Affairs by 230 D.M. 2.4., and is effective as of that date. We are, therefore, enclosing the original document for the Tribe's official record.

Should you require additional information pertaining to this matter, please contact Mr. Raymond D. Fry, Tribal Operations Officer, at (916) 978-4346. At this time, I wish to extend my congratulations to the members of the Election Board on a job well done in the conduct of the Secretarial election.

Sincerely,


Harold M. Brafford
Superintendent

Enclosure

cc:

Area Director, Sacramento
Superintendent, Central California Agency
President, Round Valley Indian Tribes
Assistant Solicitor, Tribal Government & Alaska, MIB-6456
Regional Solicitor, Sacramento
Branch of Tribal Enrollment

CONSTITUTION
OF THE
ROUND VALLEY INDIAN TRIBES

PREAMBLE

We the people of the Round Valley Indian Tribes of the Round Valley Reservation, a federally recognized sovereign Indian tribe, do hereby adopt this Constitution in order to:

- o promote the social and economic welfare of the members of the Tribe,
- o protect the rights of our members,
- o protect our land, timber, fish, wildlife, water and natural resources,
- o preserve and protect our heritage including our cultural values and traditions, build a stronger tribal government,
- o promote honor, dignity and respect among the Tribe,
- o acquire additional lands for the benefit of the Tribe and its members, promote tribal businesses and enterprises,
- o preserve, secure and exercise all the inherent sovereign rights and powers of an Indian tribe.

ARTICLE I - TERRITORY AND JURISDICTION

Section 1. Territory. The territory of the Tribe shall include all lands within the original boundaries of the Round Valley Reservation, and to any and all lands which the Tribe may acquire for itself or which the United States may acquire for the benefit of the Tribe or its members. The territory of the Tribe shall include all lands, property, airspace, surface rights, subsurface rights, other natural resources and any interest therein, tenements, hereditaments, all water rights and all accretions, which are either now or in the future owned by the Tribe or owned by the United States for the benefit of the Tribe or for individual tribal members, notwithstanding the issuance of any right-of-way.

Section 2. Jurisdiction. The Tribe shall have jurisdiction over all persons, subjects, property, and all activities occurring within the boundaries of the Reservation or on other lands within its territory as defined by this Article. Nothing in this Article shall be construed to limit the ability of the Tribe to exercise its jurisdiction to the fullest extent according to Federal law or based upon its inherent sovereignty as an Indian tribe.

ARTICLE II - MEMBERSHIP

Section 1. Requirements. The membership of the Tribe shall consist of:

- (a) All persons who were qualified for and have been accepted into membership in the Covelo Indian Community under the membership requirements contained in the Constitution and Bylaws approved December 16, 1936, as amended, now superseded by this Constitution.
- (b) Lineal descendants of members of the Tribe who are admitted into membership according to enrollment procedures established by ordinance, provided, that the person demonstrates a willingness to maintain tribal affiliations.

Section 2. No Dual Enrollment. Any member of the Tribe who is or becomes a member of any other federally recognized Indian tribe may be disenrolled by the Tribal Council.

Section 3. Membership Roll.

- (a) The Tribal Council shall maintain a current membership roll of tribal members.
- (b) The Tribal Council shall have the authority to make corrections to the membership roll by removing the names of persons who do not meet the requirements for membership and adding the names of persons who have been omitted through error or mistake, provided, that the Tribal Council shall provide any person subject to disenrollment full due process rights including adequate notice of all pending actions and a hearing before the Tribal Council with the right to present witnesses and other evidence.
- (c) Any adult person who has voluntarily requested to be removed from the membership roll cannot re-enroll with the Tribe. All relinquishments of membership in the Tribe shall be done in writing.

Section 4. Membership Ordinance. The Tribal Council shall have the power to adopt a membership ordinance not inconsistent with the terms of this Constitution covering all enrollment procedures.

Section 5. Appeal. Any person whose application for enrollment is rejected or who has been disenrolled from the Tribe shall have the right to appeal to the Tribal Court in accordance with the applicable procedures contained in the enrollment ordinance.

ARTICLE III - ORGANIZATION OF THE GOVERNMENT

The government of the Tribe shall be composed of the Legislative branch which shall be known as the Tribal Council, the Executive branch which shall be known as the Tribal Administration, and the Judicial branch which shall be known as the Tribal Court. The Tribal Council shall operate in accordance with Article IV. The Tribal Administration shall be subordinate to the Tribal Council and shall operate in accordance with Article VII. The Tribal Court shall operate in accordance with Article VI. No person or group of persons charged with the exercise of powers properly belonging to one of these departments shall exercise any of the powers properly belonging to either of the others, except as this Constitution may otherwise expressly direct or permit.

ARTICLE IV - THE TRIBAL COUNCIL

Section 1. Tribal Council. The governing body of the Tribe shall be known as the Round Valley Tribal Council which shall consist of seven (7) members including the President and Vice President. All members of the Tribal Council shall have the right to vote on all matters.

Section 2. Terms of Office. The terms of office for all Tribal Council members including the President and Vice President shall be four (4) years or until a successor is chosen and seated. The terms of office shall be staggered in accordance with Article XVI.

Section 3. Selection of Officers. The Tribal Council shall select a President and a Vice President from within the Tribal Council membership who shall each serve a four (4) year term or until successors are chosen and seated. The Tribal Council shall select a secretary, a treasurer and a sergeant-at-arms from within the Tribal Council membership.

Section 4. Duties of the Officers. The duties of the President, Vice President, secretary, treasurer, and sergeant-at-arms, and any compensation, shall be established by ordinance.

Section 5. Tribal Council Compensation. Tribal Council members may receive reasonable compensation for attending Tribal Council meetings so long as the member stays for the entire meeting.

Section 6. Meetings of the Tribal Council.

- (a) The Tribal Council shall hold a regular meeting on the second Saturday of each month. All regular meetings of the Tribal Council shall be opened to tribal members. The Tribal Council may, upon motion duly passed, go into executive session.

- (b) The President or any three (3) members of the Tribal Council may call special meetings of the Tribal Council. Notice of all special meetings shall be provided to all members of the Tribal Council.

Section 7. Quorum. Four (4) or more members of the Tribal Council shall constitute a quorum at any regular or special meeting. A quorum is required at all meetings in order to conduct official business of the Tribal Council.

Section 8. Voting. All decisions of the Tribal Council shall be by majority vote unless otherwise indicated in this Constitution. Proxy voting shall be prohibited.

Section 9. Conflict of Interest. Any Tribal Council member who may have a direct personal or financial interest in any matter before the Tribal Council which is not similarly shared by all members of the Tribal Council shall not vote on such matter without the consent of the remaining members of the Tribal Council.

Section 10. Removal.

- (a) The Tribal Council shall remove a Council member for any of the following reasons so long as the actions in question take place during the Council member's term of office:
- (1) Failure to attend three (3) regular meetings consecutively absent good cause as defined by ordinance. The ordinance shall include provisions for leave for the following reasons: emergencies, illness, death in the immediate family, reasonable vacation, failure to receive adequate notice of a meeting, and circumstances beyond the Council member's control.
 - (2) Final conviction by any tribal, Federal or state court of any of the following offenses:
 - (i) a felony,
 - (ii) two (2) misdemeanors.
- (b) A Tribal Council member appealing a conviction of an offense listed in Section 10 (a) (2) of this Article shall be suspended pending the outcome of the final appeal.
- (c) Any Tribal Council member facing removal under this Section shall be afforded full due process rights including being given a written copy of the charges, being given an opportunity to present witnesses and other evidence and to otherwise respond to those charges at a hearing before the Tribal Council. The Tribal Court shall have jurisdiction to review removal actions and can overturn a removal if the Tribal Council's findings of fact have been arbitrary or capricious.

Section 11. Recall.

- (a) Any adult tribal member may initiate recall proceedings against any Tribal Council member by filing with the Election Board a written statement giving specific reasons why the Council member should be recalled.
- (b) After receipt of the written statement, the Election Board shall issue official petition forms to the tribal member who initiated the recall. The official petition forms shall include at the top of each page the list of allegations for recall. The tribal member shall have thirty (30) days to collect the signatures from thirty-three percent (33%) of the eligible voters of the Tribe. The Election Board shall inform the tribal member of the number of signatures required for a valid recall petition.
- (c) Once a tribal member has signed an official petition form his or her name shall not be removed from the form.
- (d) Individual petition forms shall be circulated for each Tribal Council member subject to recall. A maximum of three (3) Tribal Council members may be recalled at a time.
- (e) The Election Board shall verify the signatures on a recall petition in a timely manner. If a petition contains the required number of signatures and has been properly submitted then the Election Board shall call and hold a recall meeting within thirty (30) days of receipt of the petition before holding a special recall election.
- (f) The Election Board shall provide adequate notice of the recall meeting. The notice shall include a statement that the person(s) subject to recall shall be provided with an opportunity to respond to the charges at the meeting. The Election Board shall conduct all recall meetings in an orderly and fair manner.
- (g) The Election Board shall conduct a special recall election within thirty (30) days of the recall meeting. The ballots for the special recall election shall include a list of the charges and the response, if any, from the person(s) subject to recall.
- (h) A majority vote of the eligible voters shall determine the success or failure of the recall petition(s), provided, that at least thirty-three percent (33%) of the eligible voters actually vote in the special recall election.
- (i) If the special recall election fails, then the charges used to initiate the recall cannot be used to initiate another recall for the remainder of the Council member's term of office.

- (j) If the special recall election succeeds and the person(s) is successfully recalled, then he or she shall not be eligible to run for Tribal Council office until after his or her term would have ended.
- (k) A special election to fill a possible vacancy created by a recall election shall be conducted at the same time as such recall election.

Section 12. Code of Ethics. The Tribal Council shall have the power to adopt a Code of Ethics governing the conduct of tribal officials and employees. The Code of Ethics may include disciplinary provisions including removal so long as the person in question is afforded full due process rights including being informed of the charges and being given an opportunity to present witnesses and other evidence at a hearing before the Tribal Council.

ARTICLE V - POWERS OF THE TRIBAL COUNCIL

Section 1. Powers of the Tribal Council. The Tribal Council shall have all legislative powers vested in the Tribe through its inherent sovereignty and Federal law and shall, in accordance with established practices of the Tribe and subject to the express limitations contained in this Constitution and the applicable laws of the United States, have the following powers:

- (a) to represent the Tribe and act in all matters that concern the welfare of the Tribe, and to make decisions not inconsistent with or contrary to this Constitution;
- (b) to negotiate and enter into contracts with Federal, state and local governments;
- (c) to regulate its own procedures;
- (d) to employ legal counsel in accordance with applicable law;
- (e) to advise the Secretary of Interior or his representative on all activities that may affect the Tribe, and on all appropriation estimates and Federal projects for the benefit of the Tribe before such estimates and projects are submitted to the Office of Management and Budget and to Congress;
- (f) to prevent or veto the sale, disposition, lease or encumbrance of tribal lands, interests in lands, or other tribal assets without the formal consent of the Tribe;
- (g) to regulate the use and disposition of all lands within the jurisdiction of the Tribe, including but not limited to the enactment of ordinances providing for the manner of making, holding and revoking assignments of tribal lands and interests therein;

- (h) to condemn property for public purposes so long as just compensation is paid, provided, that all condemnation proceedings are conducted in accordance with applicable law;
- (i) to make rules and regulations governing trespass upon lands within the jurisdiction of the Tribe;
- (j) to regulate hunting, fishing, trapping, logging, mining, camping, hiking, recreation, gaming and all other related activities on lands within the jurisdiction of the Tribe;
- (k) to exercise control over assets within the control of the Tribe;
- (l) to appropriate and regulate the use of available funds;
- (m) to levy and collect taxes, duties, fees and assessments;
- (n) to charter tribal enterprises, tribal housing authorities, corporations and associations, and to manage and regulate all tribal economic affairs and enterprises;
- (o) to regulate domestic relations of persons within the jurisdiction of the Tribe through the adoption of an ordinance;
- (p) to enact an ordinance governing law enforcement on lands within the jurisdiction of the Tribe;
- (q) to appoint peace officers;
- (r) to appoint subordinate committees, commissions, boards, tribal officials and employees not otherwise provided for in this Constitution, and to prescribe their compensation, tenure, duties, policies and procedures;
- (s) to determine all terms and conditions of employment for all persons employed by the Tribe through the adoption of appropriate ordinances;
- (t) to requisition labor for public purposes in a state of emergency;
- (u) to issue and to regulate motor vehicle license plates;
- (v) to accept grants and donations from any person, organization, state or the United States;
- (w) to enact ordinances providing for the removal or exclusion of any non-member of the Tribe for cause, and to prescribe conditions upon which non-members may remain within the territory of the Tribe, provided, that all actions of exclusion or removal shall be done by filing an action in Tribal Court;

- (x) to exercise civil jurisdiction over any non-member of the Tribe to the extent permitted by Federal law;
- (y) to enact laws, ordinances, and resolutions necessary or incidental to the exercise of its legislative powers;
- (z) to take any and all actions necessary and proper for the exercise of the foregoing powers and duties, including those powers and duties not enumerated above, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribe by Federal law or through its inherent sovereignty.

ARTICLE VI - THE JUDICIARY

Section 1. The Judiciary. The judicial power of the Tribe shall be vested in the Judiciary which shall consist of a Tribal Court and a Tribal Court of Appeals and other lower courts as deemed necessary by the Tribal Council.

Section 2. Jurisdiction of the Courts. The Judiciary shall exercise jurisdiction over all cases and controversies within the jurisdiction of the Tribe, in law and equity, whether civil or criminal in nature, that arise under this Constitution, the laws and customs of the Tribe, by virtue of the Tribe's inherent sovereignty, or by authority vested in the Tribal Courts by Federal law.

Section 3. Power of the Courts. The Judiciary shall have the power to:

- (a) interpret, construe and apply the laws of, or applicable to, the Tribe;
- (b) declare the laws of the Tribe void if such laws are not in agreement with this Constitution;
- (c) issue injunctions, attachments, writs of mandamus, quo warranto, review, certiorari and prohibition, and to issue writs of habeas corpus to any part of the Tribe upon petition by, or on behalf of, any person held in actual custody;
- (d) establish court procedures for the tribal judiciary, except that the Tribal Council may by ordinance alter such procedures consistent with this Constitution.

Section 4. Composition of the Tribal Court. The Tribal Court shall be composed of one Chief Judge and such Associate Judges as may be determined necessary by the Tribal Council.

Section 5. Composition of the Tribal Court of Appeals. The Tribal Court of Appeals shall consist of one Chief Justice and two Associate Justices.

Section 6. Appointment of Judges.

- (a) The Tribal Council shall appoint one Chief Judge to the Tribal Court. The Chief Judge shall serve for a period of three (3) years. The Tribal Council may appoint Associate Judges to the Tribal Court who shall serve for periods of two (2) years.
- (b) The Tribal Council shall appoint one Chief Justice to the Tribal Court of Appeals who shall serve for a period of four (4) years. The Tribal Council shall appoint two Associate Justices to the Tribal Court of Appeals who shall serve for periods of three (3) years.
- (c) Should a vacancy occur through death, resignation or otherwise, for any of the judicial positions, the Tribal Council shall appoint a person or persons to fill such vacancy or vacancies for the remainder of the term. All Judges shall be eligible for reappointment.
- (d) All appointments of Judges and Justices shall be made within twelve (12) months after the adoption of this Constitution.

Section 7. Court of Appeals. The Tribal Court of Appeals shall consist of one or more Justices selected in sequential order from a list of available Tribal Court of Appeals Justices. The Tribal Court of Appeals shall always consist of an odd number of Justices. No Justice shall hear a case before the Tribal Court of Appeals if he or she presided over the original proceedings or if disqualified under Section 10 of this Article.

Section 8. Qualifications of Judges. The qualifications for Chief Judge and any Associate Judges of the Tribal Court shall be established by ordinance enacted by the Tribal Council. The Chief Justice of the Tribal Court of Appeals and at least one other Associate Justice of the Tribal Court of Appeals shall be graduates of an accredited law school. No additional requirements may be added during the tenure of any of the Judges or Justices already in office, unless the additions exempt the present Judges and Justices during their term.

Section 9. Compensation. All Judge(s) and Justices shall receive for their services reasonable compensation. The Tribal Council shall not diminish the compensation of any Judge or Justice during his or her term of office.

Section 10. Disqualification to Act. No Judge or Justice shall be qualified to act in any case wherein he or she has any direct interest or wherein any relatives by marriage or blood in the first degree is a party.

Section 11. Removal of Judges and Justices.

- (a) The Tribal Council may suspend, dismiss or remove any Judge or Justice for any of the following reasons:
- (1) conviction of a felony,
 - (2) failure to disqualify himself or herself in accordance with Section 10 of this Article,
 - (3) unnecessary and repeated lengthy delays in hearing and adjudicating matters filed in Tribal Court,
 - (4) gross neglect of duty or other good cause.
- (b) The Tribal Council may suspend, dismiss or remove a Judge or Justice only by a vote of at least six (6) members of the Tribal Council.
- (c) A Judge or Justice shall be given full due process rights including a full and fair opportunity to reply to any and all charges for which he may be suspended, dismissed or removed from judicial office.

Section 12. Right to Appeal. Any party to a civil action, or a defendant in a criminal action, who is dissatisfied with the judgment or verdict may appeal therefrom to the Tribal Court of Appeals. All matters of law and procedure may be decided by the Court of Appeals. Findings of fact shall be made by the Tribal Court and shall be reviewable only when arbitrary or capricious.

Section 13. Court Rules. The duties and procedures of the Judiciary, and all other court matters not enumerated in this section of the Constitution, shall be established by the Tribal Court of Appeals consistent with the terms of this Constitution.

ARTICLE VII - THE EXECUTIVE DEPARTMENT

Section 1. Executive. The Executive Department shall consist of the President, Vice President, secretary and treasurer of the Tribal Council and such other persons as the Tribal Council or their designee may find necessary for the administration of tribal business. The President shall be in charge of the Executive Department in accordance with Section 2 of this Article.

Section 2. Duties. The Executive Department shall oversee the administration of tribal business and shall exercise authority delegated by the Tribal Council.

ARTICLE VIII - ELECTIONS

Section 1. General Elections. General elections to vote for upcoming vacancies on the Tribal Council shall be held on the first Tuesday of November in even numbered years.

Section 2. Special Elections. Special elections shall be held when called for by the Tribal Council, by this Constitution, or by the voters as provided in this Constitution or appropriate ordinances. In all special elections, adequate notice shall be given to the voters.

Section 3. Election Board. The Tribal Council shall appoint an Election Board consisting of at least four (4) tribal members to conduct all elections including all special elections. Election Board members shall serve for two (2) year terms. The Tribal Council may remove an Election Board member for good cause as defined by ordinance. Election Board members shall receive reasonable compensation for their services.

Section 4. Nominations. Any qualified tribal member may nominate himself or herself as a candidate for Tribal Council by submitting his or her name along with ten (10) signatures from tribal members to the Election Board. All other procedures of nomination including timeframes, official nomination forms, and verification of signatures, shall be conducted in accordance with an election ordinance adopted by the Tribal Council.

Section 5. Qualifications for Office.

- (a) Any member of the Tribe shall be eligible as a candidate for tribal office if he or she:
- (1) is at least twenty-one (21) years of age; and,
 - (2) is a resident of the reservation for at least one (1) year or has resided in the Round Valley area for at least one (1) year; and,
 - (3) has no felony convictions within the last eight (8) years; and,
 - (4) has a high school degree or its equivalent, or has sufficient experience for a position on the Tribal Council.
- (b) The requirement of sufficient experience shall be demonstrated to the Election Board. The Election Board shall base its decision on the experience of the prospective candidate relevant to the duties of the Tribal Council.

(c) If the Election Board decides that a prospective candidate does not have sufficient experience it shall do so in writing giving specific reasons for its decision. An adverse decision by the Election Board may be appealed to the Tribal Council.

(1) **Section 6. Voting Age.** "All tribal members who are age eighteen (18) or older on the date of any tribal election shall be entitled to vote in the election."

Section 7. Secret Ballot. All voting at regular and special elections shall be done by secret written ballot.

Section 8. Absentee Ballots. Absentee voting may be permitted for all eligible voters through an ordinance enacted by the Tribal Council.

Section 9. Hours of Voting. The polls shall be open from 8:00 am. to 8:00 pm.

Section 10. Voting Procedures. The Election Board shall select one of its members to serve as the Inspector who shall oversee the election. The Election Board shall select a clerk #1 who shall check the names of the voters as they arrive on election day on an official roster. The Election Board shall select a clerk #2 who shall keep a sign-in sheet and who shall distribute ballots to the eligible voters. The Election Board shall select one of its members to serve as Judge who shall cross-check names of the voters and who shall keep a separate roster. The Election Board may appoint other persons to assist with the election process but they shall not be members of the Board.

Section 11. Election Notices. All election notices shall be posted at least thirty (30) days before the election, except in the case of tie votes, in at least four (4) public locations.

Section 12. Election Results. The candidates receiving the highest number of votes for the available positions shall be declared the winners for those positions. The Election Board shall certify all election results within three (3) days of the date of the election. The Tribal Council shall confirm the election results within three (3) days after the Election Board certifies the election results.

Section 13. Tie Votes. In case of a tie between one or more candidates, a run-off election shall be held within thirty (30) days until the tie is broken.

Section 14. Oath of Office. The oath of office for newly elected Tribal Council members shall be administered not less than sixty (60) but not more than ninety (90) days after the Election Board certifies the general election results.

Section 15. Challenges to Election Results. Any member of the Tribe may challenge the election results by filing a suit in Tribal Court within ten (10) days after the Election Board certifies the election results. The Tribal Court shall hear and decide election cases within thirty (30) days after the Election Board certifies the election results, except where the party challenging the results requests additional time which may be granted at the discretion of the Tribal Court, provided, that only one thirty-day extension of time may be granted. If the Tribal Court invalidates the election results, the Court shall order that a new election be held as soon as possible.

Section 16. Vacancies. The Tribal Council shall call a special election to fill a vacancy on the Tribal Council unless six (6) months or less remain in the term of office for the vacant position, in which case the Tribal Council shall appoint a person to fill the position. All persons appointed or elected to fill a vacant position shall fill out the term of the person whom he or she is replacing.

Section 17. Election Ordinance. The Tribal Council shall have the power to adopt an election ordinance covering all necessary procedures for both general and special elections.

ARTICLE IX - POPULAR PARTICIPATION IN GOVERNMENT

Section 1. Initiative. The Tribal Council shall submit any proposed ordinance or resolution to popular initiative upon petition of at least thirty-three percent (33%) of the eligible voters of the Tribe, or upon the request of the majority of the members of the Tribal Council. The vote of the majority of the eligible voters in such initiative shall decide whether the proposed ordinance or resolution shall thereafter be in effect, provided, that at least thirty-three percent (33%) of the eligible voters shall vote in such initiative.

Section 2. Referendum. The Tribal Council shall submit any enacted ordinance, resolution or other official action of the Tribal Council to popular referendum upon petition of at least thirty-three percent (33%) of the eligible voters of the Tribe or upon the request of the majority of the members of the Tribal Council. The vote of the majority of the eligible voters in such referendum shall decide whether the enacted ordinance, resolution or other official action shall thereafter be in effect, provided, that at least thirty-three percent (33%) of the eligible voters shall vote in such referendum.

Section 3. Official Petition Forms. Official petition forms shall be issued by the Tribal Council secretary and shall be circulated and completed within ninety (90) days of the date of issuance. The secretary shall notify the petitioners in writing of the number of required signatures for a valid petition. The Tribal Council shall schedule an election on the proposed petition within thirty (30) days of receipt of a valid petition.

Section 4. Community Meetings. There shall be two meetings annually of the Tribal Council with tribal members for the purpose of reviewing the acts of the Tribal Council for the preceding six (6) months.

ARTICLE X - LAND

Section 1. Equitable Title. Equitable title to existing tribal land or land which may be acquired in the future shall be vested in the Tribe.

Section 2. Assignments. The Tribal Council shall make all assignments of land. Any member of the Tribe who has received a standard assignment may hold, use and enjoy life tenure, provided, that land must be used in an intelligent and husband-like manner. Any attempt by the assignee to lease the land on either a cash or share-crop basis shall be sufficient cause for cancellation of standard assignments. It shall be the duty of the Tribal Council to revoke standard assignments, (1) for nonuse after a period of two years, and (2) for any attempt of assignee to lease same. In case of physical disability of assignee, the Tribal Council, by a two-thirds (2/3) majority, may grant the assignee permission to lease his assignment, provided, that such permission shall in no event extend beyond a total period of two years during the life of the assignment, except upon special dispensation of the Tribal Council.

Section 3. Assignments to Heirs. At the death of a standard assignee, his or her heirs shall be given preference in the re-assignment of the land, provided, that such persons are members of the Tribe who would be eligible to receive a standard assignment.

Section 4. Inheritance of Lands. The Tribal Council shall have the authority to regulate the inheritance of all lands within the jurisdiction of the Tribe.

Section 5. Trust Deeds for Assignments. Any head of a family shall be entitled to a standard assignment of land provided he deeds to the Tribe any land held in trust, or interest in land held in trust, which he or she may own at the time of such assignment. The amount of such assignment shall be based upon a calculation of the amount and quality of the land available for assignment, the number of applicants and the dependents in each family, and the expectancy of inheriting land.

Section 6. Allotments Exchanged to Assignments. The Tribal Council may make assignments in exchange for allotments in accordance with the terms of a land ordinance.

Section 7. Leases. Unassigned tribal land may be leased to individual members or associations of members of the Tribe for personal, agricultural, business and other related uses to be at a price per acre to be determined by the Tribal Council in accordance with a tribal land ordinance and for a period not exceeding fifteen (15) years. All leases shall be formalized in a written lease agreement between the Tribe and the lessee/tribal member. The proceeds from such leases shall be deposited in the treasury of the Tribe and used for the benefit of the Tribe.

Section 8. Leases for Housing. Unassigned tribal land may be leased to individual members or associations of members of the Tribe for housing purposes at a price per acre to be determined by the Tribal Council in accordance with a tribal land ordinance and for a period not to exceed up to twenty-five (25) years with an option for another twenty-five (25) years. All leases shall be formalized in a written lease agreement between the Tribe and the lessee/tribal member. A lessee/tribal member shall have two (2) years to improve and occupy such leased land. The proceeds from such leases shall be deposited in the treasury of the Tribe and used for the benefit of the Tribe.

Section 9. Appeals. Appeals from the acts of the Tribal Council in land matters, and any other land disputes, may be taken to Tribal Court whose decision shall be final and binding upon all parties concerned.

Section 10. Land Ordinance. The Tribal Council shall have power to promulgate ordinances regulating the use, assignment, and inheritance of lands, the ownership and disposition of improvements thereon, and all other land matters, on all lands within the jurisdiction of the Tribe.

ARTICLE XI - BILL OF RIGHTS

The Tribe, in exercising its powers of self-government shall not:

- (1) make or enforce any law prohibiting the free exercise of religion, or abridging the freedom of speech, or of the press, or the right of the people peacefully to assemble and to petition for a redress of grievances;
- (2) violate the right of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures, nor issue warrants but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched and the person or thing to be seized;
- (3) subject any person for the same offense to be twice put in jeopardy;
- (4) compel any person in any criminal case to be a witness against himself;

- (5) take any private property for public use without just compensation;
- (6) deny to any person in a criminal proceeding the right to a speedy and public trial, to be informed of the nature and cause of the accusation, to be confronted with the witnesses against him, to have compulsory process for obtaining witnesses in his favor, and at his own expense to have the assistance of counsel for his defense;
- (7) require excessive bail, impose excessive fines, or inflict cruel and unusual punishment;
- (8) deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law;
- (9) pass any bill of attainder or ex post facto laws; and
- (10) deny any person accused of an offense punishable by imprisonment the right, upon request, to a trial by jury of not less than twelve (12) persons.

ARTICLE XII - HUMAN RIGHTS

The Tribe shall provide food, shelter, clothing, and other basic human necessities to needy resident tribal members to the fullest extent financially feasible.

ARTICLE XIII - SOVEREIGN IMMUNITY

Section 1. Immunity of Tribe from Suit. The Tribe hereby declares that, in exercising self-determination and its sovereign powers to the fullest extent, the Tribe is immune from suit except to the extent that the Tribal Council expressly waives sovereign immunity, or as provided by this Constitution.

Section 2. Immunity of Tribal Officials and Employees. No tribal employee or Tribal Council member acting within the scope of his or her duties or authority is subject to suit.

Section 3. Suit Against the Tribe in Tribal Court. The Tribe, tribal officials and employees shall be subject to suit for declaratory and injunctive relief in the Tribal Court by persons subject to tribal jurisdiction for the purposes of enforcing the rights and duties established by this Constitution or other applicable laws.

ARTICLE XIV - ORDINANCES AND RESOLUTIONS

Section 1. Ordinances. All final decisions on matters of permanent interest shall be embodied in ordinances. Such enactments shall be available for inspection by members of the Tribe during normal business hours.

Section 2. Resolutions. All final decisions on matters of temporary interest where a formal expression is needed shall be embodied in a resolution, noted in the minutes, and shall be available for inspection by members of the Tribe during normal business hours.

Section 3. Form. All ordinances and resolutions shall be dated and numbered, shall cite the appropriate constitutional authority and shall include a certificate showing the presence of a quorum and the number of members voting in favor of the proposed enactment.

Section 4. Review. The Tribal Council shall submit Tribal laws and enactments to the Secretary of the Interior for his review, comment and approval only when required to do so by Federal law.

ARTICLE XV - AMENDMENTS

Section 1. Requirements. This Constitution may be amended by a majority vote of the qualified voters of the Tribe voting at an election called for that purpose by the Secretary of the Interior, provided, that at least thirty percent (30%) of those entitled to vote shall vote in such election; but no amendment shall become effective until approved by the Secretary of the Interior or until deemed approved by the Secretary by operation of law. If the voters adopt the amendment(s), the Secretary of the Interior shall approve such amendment(s) within forty-five (45) days after the election unless the amendment(s) are contrary to applicable law; if the Secretary of the Interior takes no action within forty-five days, his approval shall be considered as given.

Section 2. Requests for a Secretarial Election. It shall be the duty of the Secretary of the Interior to call and hold an election on any proposed amendment at the request of the Tribal Council, or upon presentation of a petition signed by thirty percent (30%) of the qualified voters of the Tribe.

ARTICLE XVI - SAVINGS CLAUSE

All enactments of the Tribe adopted before the effective date of this Constitution shall continue in full force and effect to the extent that they are consistent with this Constitution.

ARTICLE XVII - SEVERABILITY

If any provision of this Constitution shall in the future be declared invalid by a court of competent jurisdiction, the invalid provision or provisions shall be severed and the remaining provisions shall continue in full force and effect.

ARTICLE XVIII - ADOPTION OF CONSTITUTION

This Constitution, when adopted by a majority vote of the registered voters of the Tribe of the Round Valley Indian Reservation, California, voting at a special election authorized by the Secretary of the Interior in which at least thirty percent (30%) of those registered in accordance with Secretarial regulations to vote shall vote, shall be submitted to the Secretary of the Interior for his approval and, if approved by the Secretary of the Interior or by operation of law, shall be effective from the date of such approval.

CERTIFICATE OF RESULTS OF ELECTION

Pursuant to a Secretarial election authorized by the Deputy Commissioner of Indian Affairs on April 22, 1994, the Constitution of the Round Valley Indian Tribes of California was submitted to the qualified voters of the Covelo Indian Community of the Round Valley Reservation, and on 8-3-94, was duly adopted ~~rejected~~ by a vote of 98 (number) for, and 45 (number) against, and 2 (number) cast ballots found separated or mutilated, in an election in which at least thirty percent (30%) of the 223 (number) entitled to vote cast their ballots in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended.

[Signature]
Chairman, Election Board

[Signature]
Election Board Member

[Signature]
Election Board Member

[Signature]
Election Board Member

[Signature]
Election Board Member

[Signature]
Election Board Member

Election Board Member

Date:

CERTIFICATE OF APPROVAL

I, Patrick A. Hayes, Deputy Commissioner of Indian Affairs, by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984), and delegated to me by 230 D.M. 2.4, do hereby approve the Constitution of the Round Valley Indian Tribes. This Constitution is effective as of this date; PROVIDED, That nothing in this approval shall be construed as authorizing any action under this document that would be contrary to Federal law.

Patrick A. Hayes

Acting Deputy Commissioner of Indian Affairs

Washington, D. C.

Date: SEP 7 4 1994

Exhibit 2

ROUND VALLEY INDIAN TRIBES
A Sovereign Nation of Confederated Tribes

TRIBAL COUNCIL OFFICE
77826 COVELO ROAD
COVELO, CALIFORNIA 95428
PHONE: 707-983-6126
FAX: 707-983-6128



LOCATION: ON STATE HWY 162
ONE MILE NORTH OF COVELO
IN ROUND VALLEY
TRIBAL TERRITORY SINCE TIME BEGAN

ROUND VALLEY RESERVATION ESTABLISHED 1856

COMPASSIONATE USE ORDINANCE

OF THE

ROUND VALLEY INDIAN TRIBES

2006

Approved: August 8, 2006
Previously Amended: June 12, 2007; June 19, 2012
Amendments Approved: August 1, 2013

COPY

**COMPASSIONATE USE ORDINANCE
of the
Round Valley Indian Tribes**

Contents

Purpose.....Section 1
Definitions..... Section 2

Findings.....Section 3
Regulations..... Section 4
Enforcement of Ordinance.....Section 5
Jurisdiction/Police Procedures.....Section 6
Penalties..... Section 7
Medicinal Use..... Section 8
SeverabilitySection 9
Effective Date Section 10

AMENDED 2020

COMPASSIONATE USE ORDINANCE
of the
Round Valley Indian Tribes

Section 1 – PURPOSE

- 1.1 The Purpose and intent of this Ordinance is to civilly regulate those persons and lands within the Round Valley Indian Country, as it relates to the health, safety, and welfare of the Round Valley Indian Tribes.
- 1.2 The Ordinance seeks to do so in a manner that is consistent with California State law, and to balance the needs of medical patients and their caregivers for access to medical marijuana with the need to limit the harmful societal and environmental impacts that are sometimes associated with marijuana cultivation.
- 1.3 The Council finds that the Round Valley Indian Tribes' compassionate use ordinance, as amended on June 12, 2007 and then again on June 19, 2012, thereafter remained ambiguous, and seeks herein to clarify and apply that law to a new factual and legal settings. This amendment to the Compassionate Use Ordinance shall not be deemed to constitute a substantive change in the law, but rather to clarify the previous Compassionate Use Ordinance as amended, and should therefore be applied retroactively to June 19, 2012.
- 1.4 Nothing in this Ordinance shall operate or be construed to allow the use or diversion of marijuana for nonmedical purposes or to allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal under State law. Nor shall anything in this Ordinance operate or be construed to allow the State to impose its civil regulatory or land use laws in Round Valley Indian Country.

Section 2 – DEFINITIONS

- 2.1 **"Council"** or **"Tribal Council"** shall mean the Round Valley Indian Tribal Council, the governing body of the Round Valley Indian Tribes.
- 2.2 **"Cultivation"** shall mean to grow marijuana and shall include possession of any live marijuana plant within the exterior boundaries of the Reservation.
- 2.3 **"Exempted Person"** shall mean an individual, tribal member or not, in possession of a State Pre-Identification Card.
- 2.4 **"Indian Country"** shall mean all such lands defined by 18 U.S.C. 1151, including without limitations the Round Valley Indian Reservation and the entirety of lands, territories, waters, and airspace therein.
- 2.5 **"Member"** or **"Tribal Member"** shall mean an enrolled member of the Round Valley Indian Tribes. **"Non-Member"** shall mean a person who is not an enrolled member of the Round Valley Indian Tribes.
- 2.6 **"Ordinance"** shall mean Compassionate Use Ordinance.
- 2.7 **"Person"** shall mean all people, tribal members or non-members, within Round Valley Indian Country or under the jurisdiction of the Round Valley Indian Tribes.

2.8 “Primary Caregiver” shall mean the individual designated by the person exempted under this Ordinance who has consistently assumed responsibility for the health and safety of that person.

2.8.1 “Caretaker” shall mean two persons allowed, with proper toilet facilities, to maintain the grow site with the permission of the property owner.

2.9 “Qualified Patient” means a qualified patient as defined at CAL. Health & Safety Code 11362.7(f).

2.10 “Reservation” or “Reservation Lands” shall mean the Round Valley Indian Reservation and the entirety of lands therein, as defined by U.S.C. 1151.

2.11 “State Pre-Identification Card” or “Identification Card” shall have the same definition as CAL. Health & Safety Code 11362.7-83.

2.12 “Tribe” shall mean the Round Valley Indian Tribes, inclusive of its developments as of the date of this amended Ordinance.

2.13 “State” shall mean the State of California, inclusive of Mendocino and Trinity Counties.

2.14 “Tribal Court” means the judiciary of the Round Valley Indian Tribes, which is in final development as of the date of this amended Ordinance

2.15 “Tribal Police” or “Tribal Police Department” means the Tribal Police Department of the Round Valley Indian Tribes or the authorized representatives thereof.

2.16 “Tribal Notification” shall mean Tribal Police Notification.

2.17 “Legal Home Site” shall mean persons who holds a legal lease or assignment for a home. this shall not apply to persons who are interest holders, squatting with no legal lease, assignment and other related documentation.

2.18 “Indoor Grow / Greenhouse” shall mean a twenty five hundred (2500) square foot or 30’X80’ structure used to cultivate small marijuana plants.

Section 3 – FINDINGS – The Council Finds that:

3.1 Whereas, an Ordinance was adopted by the Council and certified by the U.S. Department of Interior in 1970 that made lawful within the boundaries of the Reservation under the jurisdiction of the tribe and the “Introduction, Sale, or Possession of Intoxicants”, provided, that such introduction, sale, or possession is in conformity with the laws of the State.

3.2 Whereas, the “Introduction, Sale, or Possession of Intoxicants” continues to be a federal offense under 18 U.S.C. 1161.

3.3 Whereas, the State has enacted the Compassionate Use Act of 1996, CAL. Health & Safety Code 11362.5

3.4 Whereas, Mendocino County has enacted its Medical Marijuana Cultivation Regulation, Mendocino Cty .Code 9.31.010, et seq.

3.5 Whereas, the general membership of the Round Valley Indian Tribes retain rights under the Indian Civil Rights Act of 1968, 25 U.S.C. 1301, et seq.

3.6 Whereas, the general membership of the Round Valley Indian Tribes, through the results of votes cast, chose not to enact an Ordinance to “ban” all marijuana cultivation.

3.7 Whereas, Indian persons within the Round Valley Indian Country are protected by the American Religious Freedom Act of 1978, 42 U.S.C. 1996, including the right to maintain traditional gathering sites and to engage in gathering activities.

3.8 Whereas, there resides within the Round Valley Indian Country non-tribal members and who cultivate and possess marijuana under the guidelines of the State of California and County of Mendocino.

3.9 Whereas, the Council seeks to ensure that seriously ill people have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person’s health would benefit from the use of marijuana.

3.10 Whereas, the Council seeks to ensure these people and their caregivers that obtain and use marijuana for medical purposes upon the recommendation of a physician are not subject to criminal prosecution or sanction.

3.11 Whereas, the Council seeks to facilitate the prompt identification of qualified patients and primary caregivers; avoid unnecessary arrest and prosecution of these individuals; provide needed guidance to law enforcement officers; promote uniform and consistent application of State Law; and to enhance the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects.

3.12 Whereas, whether grown for medical purposes or diverted to the black market, marijuana may be sold for thousands of dollars per pound, and thus must be regulated.

3.13 Whereas, there have been several marijuana related incidents of burglary, robbery , and armed robbery, some including acts of violence resulting in injury or death.

3.14 Whereas, marijuana that is grown indoors may require excessive use of electricity that may overload standard electrical systems creating an unreasonable risk of fire. If indoor grow lighting systems are powered by diesel generators, improper maintenance of the generators and fuel lines and improper storage and disposal of diesel fuel and waste oil may create an unreasonable risk of fire and pollution; and further, such activities pose a risk to the natural environment of Round Valley Indian Country.

3.15 Whereas, the right of qualified patients and their primary caregivers under State Law to cultivate marijuana plants for medical purposes does not confer upon them the right to cause harm to the health, safety, or welfare of those persons within Round Valley Indian Country.

3.16 Whereas, by permitting no more than twenty five (25) marijuana plants for any one (1) person in possession of a lawfully issued State Pre-Identification Card, the Council anticipates a significant reduction in the complaints of crime and pollution described herein.

3.17 Whereas, the Council finds that the **outdoor** cultivation of more than twenty five (25) marijuana plants per one (1) person in possession of a lawfully issued State Pre-Identification Card within Round Valley Indian Country for medical purposes will likely result in an unreasonable risk of harm to the health, safety, and welfare of these persons, increased crime, and fire and/or pollution, notwithstanding the limitations on cultivation that are imposed within this Ordinance.

3.18 Whereas, Mendocino County's Medical Marijuana Cultivation Regulation, Mendocino Cty. Code 9.31.010, et seq., is civil regulatory and land use ordinance, because Pub. L. 280 does not grant the State or Mendocino County any general civil regulatory or land use power over Round Valley Indian Country, the Council finds it necessary for the Tribe to enact its own Compassionate Use Ordinance that will civilly regulate medical marijuana cultivation.

3.19 Whereas, in particular, Mendocino County's land use restrictions for indoor or outdoor cultivation of more than twenty-five (25) marijuana plants per legal parcel of land, Mendocino Cty. Code 9.31.050, is impractical in Round Valley Indian Country given the assignment land parcels; the range in Indian Land parcel acreage, ranging from partial acre to in excess of seventy acres; and the fact that multiple Tribal families might occupy a particular Indian Land parcel.

3.20 Whereas, a May 7, 2010 letter from the Bureau of Indian Affairs (BIA) Pacific Regional Office to the Tribal Council President, confirming that "California medical marijuana laws do not apply on Federal lands within the State", such as Round Valley Indian Country, but declaring that "criminal laws of the State (and those related to drug distribution) are applicable" therein, has only served to confuse the state of medical marijuana law in Round Valley Indian Country.

3.21 Whereas, the Council concurs with the United States Congress' findings to the Tribal Law and Order Act of 2010.

The complicated jurisdictional scheme that exists in Indian Country . . . has a significant negative impact on the ability to provide public safety to Indian communities, . . . has been increasingly exploited by criminals; and . . . requires a high degree of commitment and cooperation among tribal, Federal, and State law enforcement officials . . .

Pub. L. No. 111-211, & 202,124 Stat. 2262 (2010).

3.22 Whereas, the Council concurs with the U.S. Department of Justice and the Bureau of Indian Affairs' conclusion that "broad-based partnerships involving key federal, tribal, state and local partners can build stronger, more sustainable programs" and that such "collaborations can address challenges related to jurisdiction over tribal members". Department of Justice and the Department of the Interior, Tribal Law and Order Act: Long Term Plan to Build and Enhance Tribal Justice Systems 32 (2011).

3.23 Whereas, the Council finds that Constitution, Communication, Coordination and Collaboration between the Tribe, Tribal Council, and Tribal Police Department and the State, Mendocino County and County Sheriff's Office, as well as the BIA and any federal law enforcement agencies, are

required to ensure the health, safety and welfare of all persons within the Round Valley Indian Country and respect for the inherent sovereignty of the Round Valley Indian Tribes, particularly in concern for the cultivation, possession, and use of marijuana for medical purposes.

3.24 Whereas, the Council agrees with the State Governor Edmund G. Brown Jr.'s directive that "every state agency and department . . . shall encourage communication and consultation with California Indian Tribes . . . to discuss state policies that may affect tribal communities." Cal. Executive Order B-10-11 (Sept. 19, 2011).

3.25 Whereas, in the guiding case of *State V. Cummings*, 679 N.W.2d.484, 487 (S.D. 2004), it was held that "the state cannot extend its jurisdiction into the boundaries of the Tribe's Reservation without consent of the Tribe or a tribal-state compact."

3.26 THEREFORE, to ensure the health, safety, and welfare of all persons within Round Valley Indian Country and the protection of the natural environment therein, the Round Valley Tribal Council is obligated to clearly define the Tribe's civil regulations as they relate to cultivation, possession, and use of marijuana for medical purposes, through this Compassionate Use Ordinance.

Section 4 – REGULATIONS

4.1 The Round Valley Tribal Council declares that the purpose of the Compassionate Use Ordinance of 2006 are as follows:

4.1.1 To ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the cancer, or any other illness for which marijuana provides relief.

4.1.2 To ensure patients and their caregivers who obtain and use marijuana for medical purposes upon the recommendation of a physician are not subject to criminal prosecution or sanction.

4.1.3 To ensure the health and safety of all people living within the exterior boundaries of the Reservation.

4.2 Nothing in this Section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, not to condone the diversion of marijuana for nonmedical purposes. No person shall illegally introduce, cultivate or process marijuana within the interior boundaries of the Reservation.

4.3 It shall be legal for a patient in possession of a State Pre-Identification Card or to a patient's primary caregiver in possession of a State Pre-Identification Card to possess or cultivate marijuana for personal medical purposes of the patient in possession of a State Pre-Identification Card under Tribal guidelines.

4.4 Notwithstanding any other provision of law, no physician on the Reservation shall be punished, or denied any right or privilege, for having recommended marijuana to a patient for medical purposes.

4.5 The introduction, cultivation, and possession of marijuana shall be lawful within the boundaries of the Round Valley Reservation under the jurisdiction of the Round Valley Tribal Council;

provided that such introduction, cultivation, or possession is in conformity with the laws of the State of California.

4.6 Pursuant to the State's Compassionate Use Act of 1996, Cal. Health & Safety Code 11362.5(d), neither Cal. Health & Safety Code 11357, relating to the possession of marijuana, nor Cal. Health & Safety Code 11358, relating to the cultivation of marijuana, shall apply to a patient, or to a patient's primary caregiver, who possesses or cultivates marijuana for the personal medical purposes of the patient upon the written or oral recommendation or approval of a physician and in compliance with this Ordinance.

4.6.1 Although no person may be found in violation of this Ordinance for failing to do so, it is recommended that physician recommendations and/or other supporting documentation be conspicuously posted at growing and cultivation sites, and that such documentation or a copy of the documentation be carried with the patient and caregiver at all times. Failure to post and carry such documentation may result in unnecessary legal fees and costs and/or criminal prosecution.

4.6.2 The Council recognizes that under Cal. Health & Safety Code 11362.5, an individual may qualify as a patient by an oral recommendation. However, a prompt and noninvasive determination of whether cultivation and/or possession is legal or illegal is best accomplished with a written recommendation. Therefore, the Council recommends that patients and caregivers obtain written recommendations. Failure to carry such documentation may result in unnecessary legal fees and costs and/or criminal prosecution.

4.6.3 People have the right to choose their physicians and communications with physicians are privileged. Cal. Health & Safety Code 11362.5 provides that physicians can recommend marijuana use for "any illness for which marijuana provides relief." The Council will honor any valid physician's recommendation. For the purpose of this statute, any inquiry into physician-patient communications is prohibited.

4.7 It is declared to be unlawful for any person owning, leasing, occupying, or having charge or possession of any parcel of land within Round Valley Indian Country to cause or allow such parcel of land to be used for the outdoor or indoor cultivation of marijuana plants for medical purposes in excess of limitations imposed within this section.

4.7.1 The cultivation of more than twenty five (25) **outdoor** marijuana plants per one (1) person in possession of a lawfully issued State Pre-Identification Card within Round Valley Indian Country, regardless of whether the person(s) growing the marijuana is/are a "qualified patient," "primary caregiver," or "collective," is hereby prohibited. Any qualified patient, person with an identification Card, or primary caregiver may not cultivate **outdoor** marijuana in excess of the amount reasonably related to the current medical needs of the patients or persons with identification cards for whom the marijuana is being cultivated, either individually or collectively, but in no case more than twenty five (25) total **outdoor** plants per one (1) person in possession of lawfully issued State Pre-Identification Card.

4.7.2 The use of light assistance for the **outdoor** cultivation of marijuana shall be less than or equal to **twenty five hundred (2,500) square feet or 30'X80'** within a structure with a maximum of three **(3) structures** on a **legal home site** lease or assignment. Due to the small size of **indoor** plants, there

shall be **no limit on number of plants to be grown within each structure**. Property owners may allow a **maximum of two garden caretakers, with proper access to toilet facilities, to maintain the grow site if the owner(s) is/are utilizing more than one green house**. Property owners shall be responsible for the actions of their caretakers.

4.7.3 All lights used for cultivation of marijuana shall be **shielded** and downcast or otherwise positioned in a manner that will not shine light or allow light glare to exceed the boundaries of the parcel upon which they are placed.

4.7.4 The **indoor or outdoor** cultivation of marijuana shall not create erosion or result in contaminated runoff into any stream, creek, river or body of water.

4.7.5 All marijuana grown outdoors must be within a **secured fence** that fully encloses the immediate garden area.

4.7.6 All buildings where marijuana is cultivated or stored shall be properly secured to prevent unauthorized entry.

4.7.7 Indoor cultivation of marijuana shall be less than or equal to **twenty five hundred (2500) square feet or 30'x80"** within a structure with a **maximum of three (3) structures** on a **legal** home site lease or assignment. Note: this does not apply to interest holders or squatters. Due to the small size on indoor plants, there shall be **no limit on number of plants to be grown within a structure**.

4.8 It is declared to be unlawful for any person within Round Valley Indian Country to possess marijuana plants or processed marijuana for medical purposes in excess of the limitations imposed within this section 4.8

4.8.1 No one (1) person in possession of a lawfully issued State Pre-Identification Card may possess more than the equivalent of twenty five (25) total plants of **processed** marijuana at any one time unless the Tribal Council and/or Tribal Police Department is given notice of said possession and said possession is approved by the Tribal Council and/or the Tribal Police Department.

4.8.2 The Council recognizes that possession of certain amounts of cannabis product such as baked goods, tinctures, concentrated cannabis, infusions, salves and other cannabis derivatives may be consistent with medical use. Such possession will be treated on a case by case basis, with deference given to Section 8 of this Ordinance.

4.14 Nothing in this section shall be construed as a limitation on the Tribe's authority to abate any violation that may exist from the cultivation of marijuana plants or any part thereof from any location, indoor or outdoor, including from within a fully enclosed and secure building.

4.15 Any Tribal Laws, resolutions, or ordinances heretofore enacted which prohibits the introduction, cultivation, or possession of marijuana or that are inconsistent with this Ordinance are hereby repealed.

Section 5 – ENFORCEMENT OF ORDINANCE

5.1 This civil regulatory Ordinance shall be enforced by the Tribal Police Department upon any and all persons within Round Valley Indian Country. Any Tribal Law enforcement officer may issue a citation for violation(s) of this ordinance.

5.2 Nothing herein shall prohibit the Tribal Police from enforcement of any applicable criminal statutes, rules, regulations or ordinances, including those related to confiscation, seizure, and forfeiture.

5.3 Nothing herein shall prohibit the Council or individual residents of the Reservation from instituting a civil action before the Tribal Court, when established, against a person alleged to be acting in violation of this Ordinance. The prevailing party is entitled to recovery for court fees, costs, and reasonable attorney's fees from the non-prevailing parties.

5.4 Should a plaintiff party described in section 5.3 institute a private suit against an individual alleged to be violating this Ordinance, the plaintiff shall provide written notice of the initiation of said action to the Tribal Council within five (5) days of the filing of such an action.

5.5 Upon finding that a person has violated this Ordinance, the Tribal Council and/or the Tribal Court are authorized to issue appropriate orders to seize, forfeit, and destroy marijuana plants in violation of this Ordinance.

5.6 Any declaration in support of a request for injunctive relief under this Ordinance shall contain the following information.

5.6.1 The number of **outdoor** marijuana plants under cultivation **or greenhouses**.

5.6.2 The date of any citation(s) issued pursuant to this Ordinance;

5.6.3 The name of the officer or person that issued the citation, if any;

5.6.4 The name of the owner of the property where the marijuana is located;

5.6.5 The description of the physical location of the property where the marijuana is located;

5.6.6 Whether any photographs or video tapes were taken of the marijuana plants; and

5.6.7 Any other relevant information.

5.7 Any declaration in support of a request for an order of seizure, forfeiture, and/or destruction of marijuana plants shall contain the following information.

5.7.1 The appropriate number of **outdoor** marijuana plants / **greenhouses** to be seized, forfeited, destroyed or confiscated;

5.7.2 The date of any citation(s) issued pursuant to this Ordinance

5.7.3 The name of the Officer or person that issued the citation, if any;

5.7.4 The name of the owner of the property where the marijuana is located;

5.7.5 The description of the physical location of the property where the marijuana is located;

5.7.6 Whether any photographs or video tapes were taken of marijuana plants;

5.7.7 A statement as to whether any marijuana samples are necessary for prosecution of A criminal action; and

5.7.8 Any other relevant information.

5.8 All declarations and other pleadings filed in support of any requested order shall be served upon the Defendant(s) in accordance with the applicable rules of the Tribal Council and/or Tribal Court.

5.9 Marijuana plants shall be disposed and/or destroyed in the following manner;

5.9.1 Action instituted for alleged violation(s) of this Ordinance shall be rendered moot, including the imposition of appropriate civil penalties and/or injunctive relief, by voluntary destruction and/or removal of marijuana plants by defendant(s).

5.9.2 Upon order of the Tribal Council and/or the Tribal Court, the Tribal Police Department shall dispose of marijuana as appropriate. Should any funds be received as a result of the disposal, said funds shall be distributed equally between the Tribal Police Department, the Tribal Council, and Yuki Trails program.

5.9.3 Governmental taking without due process and compensation is generally prohibited. Therefore, if any Tribal or State officer(s) believe marijuana cultivation and/or possession is pursuant to Cal. Health & Safety Code 11362.5, but that the cultivation and/or possession exceeds this Ordinance, the officer(s) should only seize that amount in excess of the guidelines. Marijuana should not be destroyed or disposed of until an order from the Council and/or Tribal Court is issued.

Section 6 – JURISDICTION/POLICE PROCEDURES

6.1 This Ordinance shall fall within the inherent jurisdiction of the Round Valley Indian Tribes, which includes civil regulatory jurisdiction over all persons, member or non-member, while in Round Valley Indian Country, and over all Indians while upon any Reservation or Indian Country lands. Nothing about this Ordinance shall be construed to cause the Tribe to accede to any State civil regulatory or land use jurisdiction in Round Valley Indian Country, particularly the application of State marijuana laws and regulations. The Council hereby disclaims any application or enforcement of State civil regulatory or land use laws in Round Valley Indian Country, particularly any State marijuana laws and regulations unless adopted by reference herein.

6.2 When a tribal member is situated on Indian Country trust land, a State officer's civil regulatory authority extends only so long as that officer does not circumvent or contravene governing, tribal procedure. Because of the likelihood that State Officers will seek to enforce State marijuana laws upon persons in Round Valley Indian Country, State Police Officers shall give reasonable advance tribal notification prior to entrance into Round Valley Indian Country if it is reasonably likely that said entrance will result in the enforcement of State marijuana laws.

6.3 In order to effect any search, arrest or extradition warrant or investigation relative to State marijuana laws, against any tribal member in Round Valley Indian Country, State Police Officers shall not only provide that reasonable advanced tribal notification required by section 6.2, but shall also consult, communicate, and coordinate any such search, arrest, extradition, or investigation activities, with Tribal Police. Should the Tribal Police elect to cooperate in the execution of any search, arrest or extradition warrant or any investigation, State Police officers shall not frustrate such cooperation by any dispatched Tribal Police officer.

6.4 For purposes of any search, arrest or extradition warrant or investigation relative to State marijuana laws, against any tribal member in Round Valley Indian Country, Tribal Police shall be allowed

access to, and allowed to share with State Police officers, any land records from the tribal Realty and/or enrollment department for the purpose of determining whether any person alleged to have violated State marijuana laws is a tribal member, or any other relevant information. It is the Tribe's expectation that State Police officers will reciprocate in sharing with Tribal Police any or all such documentation or information.

6.5 The Tribal codified procedures concerning any search, arrest or extradition warrant or investigation activities relative to any enforcement of State marijuana laws in Round Valley Indian Country, set forth in section 6.2, 6.3 and 6.4, are mandatory.

Section 7 - PENALTIES

7.1 Any person to have been found in violation of this Ordinance shall be issued a civil penalty not to exceed a fine of \$10,000 and/or the reasonable costs of investigation, seizure, forfeiture, destruction, litigation, and enforcement of this Ordinance.

7.2 Nothing herein shall prevent the Tribe or Tribal Council from seeking criminal prosecution of any person who violates this Ordinance for violation of any applicable criminal law(s) by appropriate other authorities.

Section 8 - MEDICINAL USE

Any defense based upon medicinal use, where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person's health would benefit from the use of marijuana, shall be considered as a valid defense to the alleged violation of this Ordinance.

Section 9 – SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the measure that can be given effect without the invalid provision or application, and to this end the provision of this Ordinance are severable.

Section 10 – EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage, and shall have retroactive application to June 19, 2012.

Exhibit 3



United States Department of the Interior
OFFICE OF HEARINGS AND APPEALS

Probate Hearings Division
801 I Street, Suite 121
Sacramento, CA 95814
(916) 498-6600
(916) 498-6409 (Fax)

IN THE MATTER OF THE ESTATE OF:

AURA LEE CORDOVA

AKA: AURA L. CORDOVA

AKA: ORALEE ANDERSON

AKA: AURA ANDERSON

PROBATE P000138761IP

Deceased, Covelo Community (Round Valley) - Ca Indian
Identification No.: 540U000328

**NOTICE TO ALL PERSONS HAVING OR CLAIMING AN INTEREST
IN THE SUBJECT MATTER OF THIS PROCEEDING**

NOTICE IS GIVEN that a decision was entered in the above estate, a copy of which is attached.

The decision becomes final **thirty (30)** days from the date of the decision unless, within that period, a written notice of appeal is filed in accordance with the provisions of **43 C.F.R. §§ 4.320-323**. A notice of appeal not timely filed shall be dismissed for lack of jurisdiction.

The original written notice of appeal, signed by the appellant, the appellant's attorney, or the appellant's representative as provided in **43 C.F.R. § 1.3** must be filed with the

Board of Indian Appeals
Office of Hearings and Appeals
U.S. Department of the Interior
801 N. Quincy Street, Suite 300
Arlington, Virginia 22203

The appellant shall personally deliver or mail the original notice of appeal to the Board of Indian Appeals. A copy shall be served upon the judge whose decision is appealed as well as all interested parties. The notice of appeal shall include the names and addresses of parties served. The notice of appeal filed with the Board shall include a certification that service was made upon the judge whose decision is appealed as well as all interested parties.

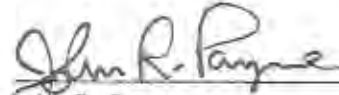
A statement of the errors of fact and law upon which the appeal is based shall be included in either the notice of appeal or in the opening brief.

PURSUANT TO 25 C.F.R. § 15.403, NO DISTRIBUTION OF ESTATE PROPERTY OR PAYMENT OF CLAIMS SHALL BE MADE UNTIL AT LEAST 45 DAYS AFTER THE MAILING OF THIS DECISION. FOR INFORMATION RELATING TO DISTRIBUTIONS, INTERESTED PARTIES SHOULD CONTACT THE CENTRAL CALIFORNIA AGENCY AT (916) 930-3680.

PARTICULAR NOTICE IS GIVEN TO PERSONS AND ENTITIES NAMED ON THE ATTACHED LIST.

Dated: APR 19 2019

I certify that on APR 19 2019
I mailed a copy of this notice to all persons
and entities named on the attached list.


Colin R. Payne
Indian Probate Judge

BY: 

**ESTATE OF
AURA LEE CORDOVA**

**CASE NO:
P0001387611P**

AKA: ORALEE ANDERSON
AKA: AURA ANDERSON
AKA: AURA L. CORDOVA

PARTICULAR NOTICE IS GIVEN TO PARTIES NAMED BELOW.

TERRI LEE MARTINEZ	254 SANTINI CT., SANTA ROSA CA 95407
LANNIE CARL CORDOVA	3703 BARNES RD., SANTA ROSA CA 95403
SUPERINTENDENT CENTRAL CALIFORNIA AGENCY	650 CAPITOL MALL, SUITE 8-500, SACRAMENTO CA 95814
ESTATE OF CLARENCE CORDOVA	C/O SUPERINTENDENT, CCA, 650 CAPITOL MALL, SUITE 8- 500, SACRAMENTO CA 95814
GARY RAY CORDOVA	107 HEATHER DR., SANTA ROSA CA 95401
PACIFIC REGION LAND TITLES & RECORD	2800 COTTAGE WAY, W-2820, SACRAMENTO CA 95825
RICKEY CHARLES CORDOVA	2238 ARISTA LN., SANTA ROSA CA 95403
BARRY MARC CORDOVA	4533 EARHART AVE., SANTA ROSA CA 95407
PRESIDENT, ROUND VALLEY RESERVATION	77826 COVELO RD., COVELO CA 95428



United States Department of the Interior
OFFICE OF HEARINGS AND APPEALS

Probate Hearings Division
801 I Street, Suite 121
Sacramento, CA 95814
(916) 498-6600
(916) 498-6409 (Fax)

IN THE MATTER OF THE ESTATE OF:

AURA LEE CORDOVA
AKA: AURA L. CORDOVA
AKA: ORALEE ANDERSON
AKA: AURA ANDERSON

PROBATE P000138761IP

Deceased, Covelo Community (Round Valley) - Ca
Indian
Identification No.: 540U000328

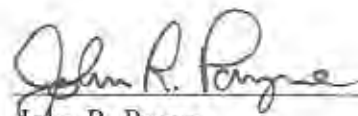
MODIFICATION TO ADD AND DISTRIBUTE OMITTED PROPERTY

This matter is before me on a petition for modification received from and noticed to the parties by the Superintendent, Bureau of Indian Affairs, Central California Agency, Sacramento, California (BIA). The petition seeks to add certain property interests to the above estate. Upon consideration of the petition and review of information contained in the materials submitted by the BIA, I issue the following Order:

By the authority vested in the Secretary of the Interior by 25 U.S.C. §§ 372 and 373 as amended, and other applicable statutes, and pursuant to 43 C.F.R., Part 30, it is **ORDERED**:

- A. The decision issued on May 22, 2018, is modified to include in Decedent's estate the additional property located on the Round Valley Reservation in the State of California, describe on the inventories certified November 28, 2018.
- B. The additional property shall be distributed to decedent's spouse and five children as set out in the 2018 decision, under the California Probate Code §§ 6401(c)(3)(A) and 6402(a)(2002).
- C. This Order is final for the Department unless an appeal is properly filed in accordance with 43 C.F.R. §§ 4.321 and 30.246 (76 F.R. 7500, 7507, February 10, 2011) within 30 days from the date as set forth in the attached notice.

Dated: APR 19 2019


John R. Payne
Indian Probate Judge

DATE: 8/07/2018
 TIME: 17:17:59 CST

BUREAU OF INDIAN AFFAIRS
 INVENTORY OF DECEDENTS REPORT
 INTERESTS LESS THAN 5%PART I

PAGE: 1 of 2
 REQUESTOR: RNICHOLS

----- OWNER ----- BIRTHDATE: 09/24/1921 DEATHDATE: 10/08/2002
 TRB CL NUMBER
 500 U 006765

----- NAMES OR ALIASES -----		
LAST NAME	FIRST NAME	MIDDLE NAME
CORDOVA	AURA	L
CARDOVA	ORALEE	ANDERSON
CORDOVA	ORALEE	ANDERSON
ANDERSON	ORLEE	
CARDOVA	ORALEE	
CORDOVA	ORALEE	
CORDOVA	AURA	LEE
CORDOVA	AURA	D
CORDOVA	ORLEE	
ANDERSON	ORALEE	
ANDERSON	AURA	

----- TRACT ID -----				TITLE	LAND AREA		RESOURCES	----- DATE OF LAST -----	
LAC	PFX	NUMBER	SFX	PLANT				EXAM DATE	VERIFY DATE
540		37		SACRAMENTO, CA	ROUND VALLEY		Both (Mineral and Surface)	08/19/2016	08/19/2016

JOHN BROWN

SEC	TOWNSHIP	RANGE	COUNTY	ST	MERIDIAN	LEGAL DESCRIPTION	SECTION ACRES	CUMULATIVE ACRES
26	023.00N	013.00W	MENDOCINO	CA	Mount Diablo	LOT 28	10.000	10.000
TOTAL SECTION ACRES:							10.000	10.000

- OWNER -		--- DOCUMENT ---		NAME IN WHICH		TOTAL ESTIMATE		
TYP	OT	INT	CLS	TYP	NUMBER	FIRST ACQUIRED	FRACTION ACQUIRED	VALUE
I	T	A	11	IT	2678946	CARDOVA ORALEE ANDERSON	1/80	

Acquired From 540A000006
 ANDERSON, POLLY MUNSEL

\$ NOMINAL

INDIVIDUAL SHARE
 MONETARY VALUE
 \$ NOMINAL

AGGREGATE SHARE
 CONVERTED TO LCD
 AGGREGATE DECIMAL
 1/80 .012500000

DATE: 8/07/2018
TIME: 17:17:59 CST

BUREAU OF INDIAN AFFAIRS
INVENTORY OF DECEDENTS REPORT
INTERESTS LESS THAN 5%PART I

PAGE: 2 of 2
REQUESTOR: RNICHOLS

TOTAL MONETARY VALUE: SURFACE \$ _____ MINERAL \$ _____ BOTH \$ NOMINAL
OVERALL TOTAL MONETARY VALUE: \$ NOMINAL

CERTIFICATION OF VALUE

THE VALUE STATED IN THIS INVENTORY IS AN ESTIMATE AND DOES NOT NECESSARILY REPRESENT THE PRESENT FAIR MARKET VALUE OF THE PROPERTY. FURTHER INVESTIGATION OF THE VALUE MUST BE MADE BEFORE ENTERING INTO ANY NEGOTIATIONS OR CONTRACTS INVOLVING THESE PROPERTIES.

CERTIFYING OFFICER'S LOCATION

DATE

CERTIFYING OFFICER

LEASES (ADDITIONAL LEASES ON SEPARATE PAGE):

LEASE NUMBER	EXPIRATION DATE	ANNUAL SHARE(\$)
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

CERTIFICATION OF TITLE

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS AN ACCURATE INVENTORY ACCORDING TO THE RECORDS OF THE LAND TITLES AND RECORDS OFFICES OF THE BUREAU OF INDIAN AFFAIRS OF THE TRUST OR RESTRICTED INTERESTS OWNED BY THE ABOVE-NAMED DECEDENT AT THE TIME OF HER DATE OF DEATH, OCTOBER 08, 2002.

NOV 28 2018
DATE

Jisa Anouci
LAND TITLES AND RECORDS OFFICE

* * * * END OF REPORT * * * *

DATE: 8/07/2018
 TIME: 17:17:59 CST

BUREAU OF INDIAN AFFAIRS
 INVENTORY OF DECEDENTS REPORT
 INTERESTS GREATER THAN OR EQUAL TO 5%PART II

PAGE: 1 of 4
 REQUESTOR: RNICHOLS

----- OWNER ----- BIRTHDATE: 09/24/1921 DEATHDATE: 10/08/2002
 TRB CL NUMBER
 500 U 006765

----- NAMES OR ALIASES -----

LAST NAME	FIRST NAME	MIDDLE NAME
CORDOVA	AURA	L
CARDOVA	ORALEE	ANDERSON
CORDOVA	ORALEE	ANDERSON
ANDERSON	ORLEE	
CARDOVA	ORALEE	
CORDOVA	ORALEE	
CORDOVA	AURA	LEE
CORDOVA	AURA	L
CORDOVA	ORLEE	
ANDERSON	ORALEE	
ANDERSON	AURA	

TRACT ID	TITLE	LAND AREA	RESOURCES	DATE OF LAST EXAM	VERIFY DATE
540 6	SACRAMENTO, CA	ROUND VALLEY	Both (Mineral and Surface)	07/30/2018	07/30/2018

POLLY ANDERSON

SEC	TOWNSHIP	RANGE	COUNTY	ST MERIDIAN	LEGAL DESCRIPTION	SECTION ACRES	CUMULATIVE ACRES
25	023.00N	013.00W	MENDOCINO	CA	Mount Diablo S NW SW SW	5.000	5.000

METES AND BOUNDS:

THE SOUTH 1/2 OF LOT 56

TOTAL SECTION ACRES: 5.000 5.000

OWNER	DOCUMENT	NAME IN WHICH	FRACTION ACQUIRED	TOTAL ESTIMATE VALUE
I T A 11 IT	2678946	CARDOVA ORALEE ANDERSON	1/10	

Acquired From 540A000006
 ANDERSON, POLLY MUNSEL

\$ NOMINAL

INDIVIDUAL SHARE MONETARY VALUE	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
\$ <u>NOMINAL</u>	1/10	.1000000000

DATE: 8/07/2018
 TIME: 17:17:59 CST

BUREAU OF INDIAN AFFAIRS
 INVENTORY OF DECEDENTS REPORT
 INTERESTS GREATER THAN OR EQUAL TO 5%PART II

PAGE: 2 of 4
 REQUESTOR: RNICHOLS

TRACT ID	TITLE	LAND AREA	RESOURCES	DATE OF LAST EXAM	VERIFY DATE
540	SACRAMENTO, CA	ROUND VALLEY	Both (Mineral and Surface)	07/30/2018	07/30/2018

JULIA BROWN

SEC	TOWNSHIP	RANGE	COUNTY	ST MERIDIAN	LEGAL DESCRIPTION	SECTION ACRES	CUMULATIVE ACRES
26	023.00N	013.00W	MENDOCINO	CA	Mount Diablo	LOT 38	10.000
TOTAL SECTION ACRES:						10.000	10.000

OWNER	DOCUMENT	NAME IN WHICH	FRACTION ACQUIRED	TOTAL ESTIMATE VALUE
I T A 11	IT 2678946	CARDOVA ORALEE ANDERSON	1/20	

Acquired From 540A000006
 ANDERSON, POLLY MUNSEL

\$ NOMINAL

INDIVIDUAL SHARE
 MONETARY VALUE
 \$ NOMINAL

AGGREGATE SHARE
 CONVERTED TO LCD
 1/20 .0500000000

DATE: 8/07/2018
 TIME: 17:17:59 CST

BUREAU OF INDIAN AFFAIRS
 INVENTORY OF DECEDENTS REPORT
 INTERESTS GREATER THAN OR EQUAL TO 5%PART II

PAGE: 3 of 4
 REQUESTOR: RNICHOLS

TRACT ID	TITLE	LAND AREA	RESOURCES	DATE OF LAST EXAM	LAST VERIFY DATE
540	SACRAMENTO, CA	ROUND VALLEY	Both (Mineral and Surface)	07/30/2018	07/30/2018

WILLIAM MUNSELL

SEC	TOWNSHIP	RANGE	COUNTY	ST MERIDIAN	LEGAL DESCRIPTION	SECTION ACRES	CUMULATIVE ACRES
36	023.00N	013.00W	MENDOCINO	CA	Mount Diablo	LOT 6 10.000	10.000
TOTAL SECTION ACRES:						10.000	10.000

OWNER	DOCUMENT	NAME IN WHICH FIRST ACQUIRED	FRACTION ACQUIRED	TOTAL ESTIMATE VALUE
I T A 11 IT	2678946	CARDOVA ORALEE ANDERSON	1/20	

Acquired From 540A000006
 ANDERSON, POLLY MUNSEL

\$ NOMINAL

INDIVIDUAL SHARE
 MONETARY VALUE
\$ NOMINAL

AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
1/20	.0500000000

DATE: 8/07/2018
TIME: 17:17:59 CST

BUREAU OF INDIAN AFFAIRS
INVENTORY OF DECEDENTS REPORT
INTERESTS GREATER THAN OR EQUAL TO 5%PART II

PAGE: 4 of 4
REQUESTOR: RNICHOLS

TOTAL MONETARY VALUE: SURFACE \$ _____ MINERAL \$ _____ BOTH \$ NOMINAL
OVERALL TOTAL MONETARY VALUE: \$ NOMINAL

CERTIFICATION OF VALUE

THE VALUE STATED IN THIS INVENTORY IS AN ESTIMATE AND DOES NOT NECESSARILY REPRESENT THE PRESENT FAIR MARKET VALUE OF THE PROPERTY. FURTHER INVESTIGATION OF THE VALUE MUST BE MADE BEFORE ENTERING INTO ANY NEGOTIATIONS OR CONTRACTS INVOLVING THESE PROPERTIES.

CERTIFYING OFFICER'S LOCATION

DATE

CERTIFYING OFFICER

LEASES (ADDITIONAL LEASES ON SEPARATE PAGE):

LEASE NUMBER	EXPIRATION DATE	ANNUAL SHARE (\$)
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

CERTIFICATION OF TITLE

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS AN ACCURATE INVENTORY ACCORDING TO THE RECORDS OF THE LAND TITLES AND RECORDS OFFICES OF THE BUREAU OF INDIAN AFFAIRS OF THE TRUST OR RESTRICTED INTERESTS OWNED BY THE ABOVE-NAMED DECEDENT AT THE TIME OF HER DATE OF DEATH, OCTOBER 08, 2002.

NOV 28 2018

DATE

Asia Senouci
LAND TITLES AND RECORDS OFFICE

* * * * END OF REPORT * * * *

Exhibit 4

**United States Department of the Interior
Bureau of Indian Affairs
Title Status Report**

Report Certification Time and Date: 06/07/2019 12:45:07 PM
Requestor: MJEFFERS Date/Time: 01/26/2021 14:05:39

<u>Land Area</u> 540	<u>Land Area Name</u> ROUND VALLEY RESERVATION	<u>Tract Number</u> 6	<u>LTRO</u> SACRAMENTO, CA	<u>Region</u> PACIFIC REGIONAL OFFICE	<u>Agency</u> CENTRAL CALIFORNIA AGENCY	<u>Resources</u> Both
-------------------------	--	--------------------------	-------------------------------	---	--	--------------------------

Original Allottee: POLLY ANDERSON

See Appendix A for Land Legal Descriptions

Title Status

Tract 540 6 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 540 6 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust, fee.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
540	ROUND VALLEY RESERVATION	6	SACRAMENTO, CA	PACIFIC REGIONAL OFFICE	CENTRAL CALIFORNIA AGENCY	Both

Land Legal Descriptions

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
25	023.00N	013.00W	CALIFORNIA	MENDOCINO	Mount Diablo	S NW SW SW	5.000

METES AND BOUNDS: THE SOUTH 1/2 OF LOT 56

TOTAL TRACT ACRES: 5.000

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTR0 Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019

Tribe		Indian / NonIndian	Title	Interest*	Class	Type	NAME IN WHICH SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
ROUND VALLEY RESERVATION	N	Non Ind	Fee	All	Fee Pate	SPEC AUT	TREPPA LESTER	1 30	20 600	.03333333333
		Indian	Trust	All	Prob Ord	INTE	CRABTREE IRMA ANDERSON DECEASED 11/10/2017	1 10	60 600	.1000000000
POMO (DRY CREEK RANCHERIA)		Indian	Trust	All	Prob Ord	INTE	CORDOVA, SR CLARENCE DECEASED 01/11/2008	1 24	45 600	.0750000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	CORDOVA RICKEY CHARLES	1 60	18 600	.0300000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	CORDOVA LANNIE CARL	1 75	18 600	.0300000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	CORDOVA LANNIE CARL	1 75	18 600	.0300000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	MARTINEZ TERRI LEE	1 60	18 600	.0300000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	MARTINEZ TERRI LEE	1 75	18 600	.0300000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	CORDOVA GARY RAY	1 60	18 600	.0300000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	CORDOVA GARY RAY	1 75	18 600	.0300000000

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTRO SACRAMENTO, CA Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019										
Tribe		Indian / NonIndian	Title	Interest*	Class	Type	SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	CORDOVA BARRY MARC	1 60		
ROUND VALLEY - CA		Indian	Trust	All	Prob Mod	JUDGE ORD	CORDOVA BARRY MARC	1 75	18 600	.0300000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	SMITH VERA ANDERSON	1 10		
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	TESTATE	SMITH VERA	1 8	135 600	.2250000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	TESTATE	CRABTREE IRMA DECEASED 11/10/2017	1 8	75 600	.1250000000
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	INTE	ANDERSON ESTATE, SR FILBERT S DECEASED 11/29/2014	1 10		
ROUND VALLEY - CA		Indian	Trust	All	Prob Ord	TESTATE	ANDERSON ESTATE, SR FILBERT S DECEASED 11/29/2014	1 8	135 600	.2250000000
HABEMATOLE L POMO OF UPPER LAKE, CA		Indian	Trust	All	Prob Ord	INTE	TREPPA GEORGEANNE	1 75		
HABEMATOLE L POMO OF UPPER LAKE, CA		Indian	Trust	All	Prob Ord	INTE	TREPPA GEORGANNA	1 300	10 600	.0166666666
HABEMATOLE L POMO OF UPPER LAKE, CA		Indian	Trust	All	Prob Ord	INTE	TREPPA LARRY DECEASED 03/05/2011	1 75		

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTRO SACRAMENTO, CA Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019

Tribe	Indian / NonIndian	Title	Interest*	Class	Type	SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
		Trust	All	Prob Ord	INTE	TREPPA LARRY EDWARD DECEASED 03/05/2011	1 300	10 600	.01666666667
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA ESTATE GAIL L DECEASED 10/06/2018	1 75	10 600	.01666666667
		Trust	All	Prob Ord	INTE	TREPPA GAIL LOUISE DECEASED 10/06/2018	1 300	10 600	.01666666667
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA LEORA G	1 75	10 600	.01666666667
		Trust	All	Prob Ord	INTE	TREPPA LEORA	1 300	10 600	.01666666667
IN TRUST: 580 600 .96666666667									
IN FEE: 20 600 .03333333333									
TOTAL: 600 600 1.00000000000									

* "All" means the equitable beneficial interest and the legal title interest merged together.

Appendix "D"

<u>Land Area</u> 540	<u>Land Area Name</u> ROUND VALLEY RESERVATION	<u>Tract Number</u> 6	LTRO SACRAMENTO, CA	Region PACIFIC REGIONAL OFFICE	Agency CENTRAL CALIFORNIA AGENCY	<u>Resources</u> Both
-------------------------	--	--------------------------	------------------------	--------------------------------------	---	--------------------------

Ownership of Tract 540 6 is encumbered by the following:

- NO REALTY DOCUMENTS FOUND
- NO REALTY DEFECTS FOUND
- NO TITLE DEFECTS FOUND
- NO ENCUMBRANCES FOUND

Appendix "E"

<u>Land Area</u> 540	<u>Land Area Name</u> ROUND VALLEY RESERVATION	<u>Tract Number</u> 6	LTRO SACRAMENTO, CA	Region PACIFIC REGIONAL OFFICE	Agency CENTRAL CALIFORNIA AGENCY	<u>Resources</u> Both
-------------------------	--	--------------------------	------------------------	--------------------------------------	---	--------------------------

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

DATE: 7/23/2020
 TIME: 15:39:52 CST

BUREAU OF INDIAN AFFAIRS
 INDIVIDUAL/TRIBAL INTERESTS REPORT
 ALL TITLE HOLDINGS

DATE: 7/23/2020
 TIME: 15:39:52 CST

PAGE: 1
 REQUESTOR: MJEFFERS

MULTIPLE INTEREST ARE AGGREGATED

BIRTHDATE: 03/14/1959 DEATHDATE:

OWNER -----
 TRB CL NUMBER TRIBE NAME
 540 N 500311 ROUND VALLEY - CA

----- NAMES OR ALIASES -----
 LAST NAME FIRST NAME MIDDLE NAME
 CORDOVA GARY R
 CORDOVA GARY RAY
 CORDOVA GARY R

----- TRACT ID ----- TITLE
 LAC PFX NUMBER SFX PLANT
 540 6 SACRAMENTO, CA

LAND AREA
 ROUND VALLEY
 RESERVATION

RESOURCES
 Both (Mineral and
 Surface)

EXAM DATE 06/07/2019
 DATE OF LAST VERIFY DATE 06/07/2019

POLLY ANDERSON

** ORIGINAL ALLOTTEE **

SEC TOWNSHIP RANGE COUNTY ST MERIDIAN LEGAL DESCRIPTION S NW SW SW SECTION ACRES CUMULATIVE ACRES
 25 023.00N 013.00W MENDOCINO CA Mount Diablo 5.000 5.000
 METES AND BOUNDS:
 THE SOUTH 1/2 OF LOT 56

TOTAL SECTION ACRES: 5.000

--- OWNER --- DOCUMENT --- NAME IN WHICH
 TYP OT INT CLS TYP NUMBER FIRST ACQUIRED FRACTION ACQUIRED
 I T A 11 IT P000138761 CORDOVA GARY RAY 1
 60

AGGREGATE SHARE
 CONVERTED TO LCD DECIMAL
 9
 300 .03000000000

----- TRACT ID ----- TITLE
 LAC PFX NUMBER SFX PLANT
 540 37 SACRAMENTO, CA

LAND AREA
 ROUND VALLEY
 RESERVATION

RESOURCES
 Both (Mineral and
 Surface)

EXAM DATE 06/07/2019
 DATE OF LAST VERIFY DATE 06/07/2019

JOHN BROWN

** ORIGINAL ALLOTTEE **

DATE: 7/23/2020
 TIME: 15:39:52 CST

BUREAU OF INDIAN AFFAIRS
 INDIVIDUAL/TRIBAL INTERESTS REPORT
 ALL TITLE HOLDINGS

PAGE: 2
 REQUESTOR: MJEFFERS

MULTIPLE INTEREST ARE AGGREGATED

SEC	TOWNSHIP	RANGE	COUNTY	ST MERIDIAN	LEGAL DESCRIPTION	SECTION	CUMULATIVE
26	023.00N	013.00W	MENDOCINO	CA Mount Diablo		ACRES	ACRES
					LOT 28	10.000	10.000
TOTAL SECTION ACRES:						10.000	10.000

---	OWNER	---	DOCUMENT	---	NAME IN WHICH	AGGREGATE SHARE	AGGREGATE
TYP	OT	INT	CLS	TYP	FIRST ACQUIRED	CONVERTED TO LCD	DECIMAL
I	T	A	12	JO	P000138761 CORDOVA GARY RAY	1	
						600	.0016666667
---	TRACT ID	---	TITLE	---	DATE OF LAST	---	---
LAC	PFX	NUMBER	SFX	PLANT	EXAM DATE	VERIFY DATE	
540	39			SACRAMENTO, CA	06/07/2019	06/07/2019	
				RESERVATION			
				ROUND VALLEY			
				RESERVATION			
				Both (Mineral and			
				Surface)			

JULIA BROWN
 ** ORIGINAL ALLOTTEE **

SEC	TOWNSHIP	RANGE	COUNTY	ST MERIDIAN	LEGAL DESCRIPTION	SECTION	CUMULATIVE
26	023.00N	013.00W	MENDOCINO	CA Mount Diablo		ACRES	ACRES
					LOT 38	10.000	10.000
TOTAL SECTION ACRES:						10.000	10.000

---	OWNER	---	DOCUMENT	---	NAME IN WHICH	AGGREGATE SHARE	AGGREGATE
TYP	OT	INT	CLS	TYP	FIRST ACQUIRED	CONVERTED TO LCD	DECIMAL
I	T	A	12	JO	P000138761 CORDOVA GARY RAY	1	
						150	
---	TRACT ID	---	TITLE	---	DATE OF LAST	---	---
LAC	PFX	NUMBER	SFX	PLANT	EXAM DATE	VERIFY DATE	
540	107			SACRAMENTO, CA	06/07/2019	06/07/2019	
				RESERVATION			
				ROUND VALLEY			
				RESERVATION			
				Both (Mineral and			
				Surface)			

WILLIAM MUNSELL
 ** ORIGINAL ALLOTTEE **

DATE: 7/23/2020
 TIME: 15:39:53 CST

BUREAU OF INDIAN AFFAIRS
 INDIVIDUAL/TRIBAL INTERESTS REPORT
 ALL TITLE HOLDINGS
 MULTIPLE INTEREST ARE AGGREGATED

PAGE: 3
 REQUESTOR: MJEFFERS

SEC	TOWNSHIP	RANGE	COUNTY	ST MERIDIAN	LEGAL DESCRIPTION	SECTION ACRES	CUMULATIVE ACRES
36	023.00N	013.00W	MENDOCINO	CA Mount Diablo	LOT 6	10.000	10.000
TOTAL SECTION ACRES:						10.000	10.000

OWNER	INT	CLS	TYP	NUMBER	NAME IN WHICH FIRST ACQUIRED	FRACTION ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
I	T	A	11	IT	P000138761 CORDOVA GARY RAY	1		
						120		
I	T	A	12	JO	P000138761 CORDOVA GARY RAY	1	9	
						150	600	.01500000000

* * * * * END OF REPORT * * * * *

Exhibit 5

RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Lannie Cordova
Print Landowner's name

3-29-21
Date signed

Lannie Cordova
Landowner's Signature

Claudia Amador 3-29-21
#1 Witness Signature Date

Carolyn Gomez Cordova 3-29-21
#2 Witness Signature Date

7536 Rafanelli Dr
street address or PO Box

107 Heather Dr
Street address or PO Box

Windsor CA 95492
City, State, Zip Code

Santa Rosa, Ca. 95401
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Terri Martinez
Print Landowner's name

3-29-21
Date signed

[Signature]
Landowner's Signature

Carolyn Jones Cordova
#1 Witness Signature

3-29-21
Date

Claudia Amador
#2 Witness Signature

3-29-21
Date

107 Heather Dr.
Street address or PO Box

7536 Rafanelli Dr.
Street address or PO Box

Santa Rosa, Ca. 95401
City, State, Zip Code

Windsor CA 95492
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 1 acre

X marks the general area on the map

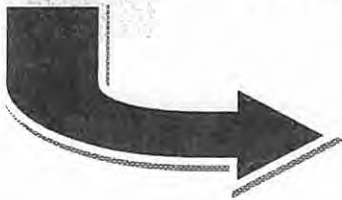
Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Barry M Cordova
Print Landowner's name

3/29/21
Date signed

[Signature]
Landowner's Signature

[Signature]
#1 Witness Signature 3/29/21
Date

Claudia Amador
#2 Witness Signature 3-29-21
Date

1743 Mount Olive Dr.
Street address or PO Box

7536 Rafanelli Dr
Street address or PO Box

Santa Rosa, Ca 95404
City, State, Zip Code

Windsor CA 95492
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Vicard Smith
Print Landowner's name

3-31-21
Date signed

[Signature]
Landowner's Signature

Claudia Amador 3-31-21
#1 Witness Signature Date

[Signature] 3-31-21
#2 Witness Signature Date

7526 Rafanelli Dr
Street address or PO Box

107 Heather Drive
Street address or PO Box

windsor ca 95492
City, State, Zip Code

Santa Rosa, Ca, 95401
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



United States Department of the Interior
Bureau of Indian Affairs
Title Status Report

Report Certification Time and Date: 06/07/2019 12:45:07 PM

Requestor: MJEFFERS Date/Time: 01/26/2021 14:05:39

Land Area
540
Land Area Name
ROUND VALLEY
RESERVATION

Tract Number
6
LTRO
SACRAMENTO, CA
Region
PACIFIC REGIONAL
OFFICE

Agency
CENTRAL
CALIFORNIA
AGENCY
Resources
Both

Original Allottee: POLLY ANDERSON

See Appendix A for Land Legal Descriptions

Title Status

Tract 540 6 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 540 6 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust, fee.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

Appendix "A"

<u>Land Area</u> 540	<u>Land Area Name</u> ROUND VALLEY RESERVATION	<u>Tract Number</u> 6	<u>LTRO</u> SACRAMENTO, CA	<u>Region</u> PACIFIC REGIONAL OFFICE	<u>Agency</u> CENTRAL CALIFORNIA AGENCY	<u>Resources</u> Both
-------------------------	--	--------------------------	-------------------------------	---	--	--------------------------

Land Legal Descriptions

<u>Section</u> 25	<u>Township</u> 023.00N	<u>Range</u> 013.00W	<u>State</u> CALIFORNIA	<u>County</u> MENDOCINO	<u>Meridian</u> Mount Diablo	<u>Legal Description</u> S NW SW SW	<u>Acres</u> 5.000
----------------------	----------------------------	-------------------------	----------------------------	----------------------------	---------------------------------	--	-----------------------

METES AND BOUNDS: THE SOUTH 1/2 OF LOT 56

TOTAL TRACT ACRES: 5.000

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTRO SACRAMENTO, CA Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019

Tribe	Indian / NonIndian	Title	Interest*	Class	Type	NAME IN WHICH SURNAME/FIRST NAME	FRACTION AS ACQUIRED	TRACT CONVERTED TO LCD	AGGREGATE SHARE	AGGREGATE DECIMAL
ROUND VALLEY - CA	Indian	Trust	All	Prob Ord	INTE	CORDOVA BARRY MARC	1 60			
		Trust	All	Prob Mod	JUDGE ORD	CORDOVA BARRY MARC	1 75		18 600	.0300000000
ROUND VALLEY - CA	Indian	Trust	All	Prob Ord	INTE	SMITH VERA ANDERSON	1 10			
		Trust	All	Prob Ord	TESTATE	SMITH VERA	1 8		135 600	.2250000000
ROUND VALLEY - CA	Indian	Trust	All	Prob Ord	TESTATE	CRABTREE IRMA DECEASED 11/10/2017	1 8		75 600	.1250000000
ROUND VALLEY - CA	Indian	Trust	All	Prob Ord	INTE	ANDERSON ESTATE, SR FILBERT S DECEASED 11/29/2014	1 10			
		Trust	All	Prob Ord	TESTATE	ANDERSON ESTATE, SR FILBERT S DECEASED 11/29/2014	1 8		135 600	.2250000000
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA GEORGEANNE	1 75			
		Trust	All	Prob Ord	INTE	TREPPA GEORGANNA	1 300		10 600	.0166666666
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA LARRY DECEASED 03/05/2011	1 75			

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTRO SACRAMENTO, CA Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019									
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	NAME IN WHICH SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
		Trust	All	Prob Ord	INTE	TREPPA LARRY EDWARD DECEASED 03/05/2011	1 300	10 600	.0166666667
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA ESTATE GAIL L DECEASED 10/06/2018	1 75	10 600	.0166666667
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA GAIL LOUISE DECEASED 10/06/2018	1 300	10 600	.0166666667
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA LEORA G	1 75	10 600	.0166666667
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA LEORA	1 300	10 600	.0166666667
IN TRUST: 580 600 .9666666667									
IN FEE: 20 600 .0333333333									
TOTAL: 600 1.0000000000									

* "All" means the equitable beneficial interest and the legal title interest merged together.

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
540	ROUND VALLEY RESERVATION	6	SACRAMENTO, CA	PACIFIC REGIONAL OFFICE	CENTRAL CALIFORNIA AGENCY	Both

Ownership of Tract 540 6 is encumbered by the following:

NO REALTY DOCUMENTS FOUND

NO REALTY DEFECTS FOUND

NO TITLE DEFECTS FOUND

NO ENCUMBRANCES FOUND

Appendix "E"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
540	ROUND VALLEY RESERVATION	6	SACRAMENTO, CA	PACIFIC REGIONAL OFFICE	CENTRAL CALIFORNIA AGENCY	Both

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D



Search mail

----- Forwarded message -----

From: **Russell Ford** <fordr@mendocinocounty.org>

Date: Thu, Jun 24, 2021 at 3:01 PM

Subject: Re: Address

To: Gary R Cordova <g.rayted14@gmail.com>

Hi Gary.

Yes, that's great, thanks.

I've assigned **78140 Crawford Road** to this parcel. Let me know if you need anything else.

-Russ

860 NORTH BUSH STREET

UKIAH, CA 95482

fordr@mendocinocounty.org

www.mendocinocounty.org/government/planning-building-services



>>> Gary R Cordova <g.rayted14@gmail.com> 6/15/2021 6:00 AM >>>

Good morning Russell,

Checking to see if you have any update on my address request. Did you receive my last email with the maps ar

Thank you

Gary R Cordova

No H:
cor
E
son

RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



_____ I DO waive my right to compensation.

_____ I DO NOT waive my right to compensation.

Print Landowner's name

Date signed

Landowner's Signature

#1 Witness Signature

Date

#2 Witness Signature

Date

Street address or PO Box

Street address or PO Box

City, State, Zip Code

City, State, Zip Code

**IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER
SIDE**



DO NOT CONSENT

I hereby **DO NOT** consent to the proposed Residential Lease.

Print Landowner's name

Date signed

Landowner's Signature

#1 Witness Signature

Date

#2 Witness Signature

Date

Street address or PO Box

Street address or PO Box

City, State, Zip Code

City, State, Zip Code

Allotment 540-6. This allotment has 5 acres. How many acres are you proposing: 5 acres



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Rickey C Cordova
Print Landowner's name

3/29/2021
Date signed

[Signature]
Landowner's Signature

Claudia Amador 3-29-21
#1 Witness Signature Date

Carolyn James Cordova 3-29-21
#2 Witness Signature Date

7536 Rafanelli Dr
Street address or PO Box

107 Heather Dr.
Street address or PO Box

Windsor, CA, 95492
City, State, Zip Code

Santa Rosa, Ca. 95401
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



Exhibit 6

RECEIVED
2022 JUL 15 PM 4:30
CENTRAL CALIFORNIA AGENCY

BIA Lease No.: 2012132272
TAAMS ID No.: 4200338720
Allotment No.: 540-6

RESIDENTIAL LEASE OF INDIVIDUALLY OWNED LAND

THIS Lease ("Lease") is entered by and between the co-owners of Allotment 540-6 designated as "Lessor(s)", and Gary Cordova, hereinafter designated as "Lessee."

1. **SECRETARIAL APPROVAL.** As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415, as implemented by Title 25, Code of Federal Regulations, Part 162 and any amendments.

2. **PREMISES.** Lessor hereby Leases to the Lessee all that tract or parcel of land situated on the Round Valley Indian Reservation, County of Mendocino, State of California, and described as follows (the Leased Premises), consisting of five acres more or less.

See Exhibit A

3. **USE OF PREMISES.** The purpose of this Lease is to enable the Lessee to construct/improve, maintain a dwelling and related structures on the Leased Premises, and to use said premises as a principal residence. The Lessee agrees not to use any part of the Leased Premises for any unlawful conduct, creation of a nuisance, illegal activity, negligent use or waste of the leased premises, and will comply with all applicable laws, ordinances, Federal Laws, and tribal rules and regulations.

4. **TERM.** Lessee shall have and hold the Leased Premises for a term of twenty five (25) years beginning on the effective date of this Lease with an automatic right of renewal for an additional twenty five (25) years, not to exceed a total term of 50 years.

5. **RENT.** The Lessee shall pay directly to the Lessor the sum of \$0 in legal tender, payable upon execution, which shall constitute the rental for the term of this lease. Rent may be subject to adjustment pursuant to 25 CFR 162.

6. **IMPROVEMENTS.** All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. During the term of this Lease, Lessee shall obtain any necessary governmental permits, approvals or authorizations required for the construction and use of all improvements he or she (they) places or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements.

7. USE RIGHT. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall be entitled to use rights in the Leased Premises if qualified under the laws of the Tribe. If not so eligible, Lessee, his or her (their) sublessee and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the Leased Premises and all improvements thereon which have not been relocated as permitted under Paragraph 23 of this Lease, which shall be the property of the landowners.

8. FEDERAL SUPERVISION.

- (a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.
- (b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise here from.

9. QUIET ENJOYMENT. Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other persons whomsoever, except if the requirements of any part of this Lease are not kept by the Lessee. Notwithstanding the foregoing, Lessee and his or her (their) assigns is (are) subject to all the laws of the Tribe to the same extent as any other Tribal member or resident.

10. ASSIGNMENT AND SUBLEASE.

- (a) Except as otherwise provided herein, Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval of the Secretary of the Interior. If this Lease and/or any improvements on the Leased Premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without the written approval of the lender and the respective Federal Agency. Lessee may assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring the loan, if Lessee default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee; provided, however, that the Lease may only be transferred to another member of the Tribe or tribal entity. Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of the Interior and the Secretary of HUD (for Section 248 insured loans), from

executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the purchase of a dwelling, refinancing of an existing mortgage, construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee, or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Leased Premises without the prior written consent of Lessor and the approval of the Secretary.

(b) Notwithstanding that the term sublease is used herein, the Lessee shall not sublease the premises if the Lease is the security for a mortgage insured under Section 248. The lessee may assign the lease in accordance with the terms hereunder.

In the event a Federal Agency is the lender or acquires the mortgage secured by this Lease, and subsequently acquires said Lease by foreclosure or by the assignment of said Lease by Lessee, his or her (their) Lessees or assigns (for which the approval of the Tribe is not required), then:

- (1) The appropriate Federal Agency, (the Agency involved in this transaction) will notify the Tribe of the availability of the Lease for sale, the sales price of the home and other terms of sale.
- (2) The Lease may only be assigned to another tribal member or tribal entity, except that the appropriate Federal Agency may lease the Leased Premises to a non-member under the conditions specified herein. Any such sublease or assignment shall be executed consistent with tribal law and Federal law.
- (3) If a purchaser is found, the Lease will be transferred by the Federal Agency to the purchaser, with the prior written consent of the appropriate Tribe.
- (4) If a purchaser cannot be found, the appropriate Federal Agency shall be entitled to sublease the Leased Premises and improvements without the prior written approval of the Tribe. Such sublease shall be to a member of the Tribe, unless a tribal member Lessee cannot be found, in which case, the Federal Agency may sub-Lease to any individual. The term of the initial Lease period and any succeeding period shall not exceed one year each. Any purchase of the Lease shall be subject to any sublease by the Federal Agency pursuant to this subsection.
- (5) No mortgagee (except a Federal Agency as mortgagee or assignee of a mortgagee) may obtain title to the interest created by this Lease without the prior written consent of the Tribe.

In the event that the lender is the entity responsible for acquiring the Lease and the leasehold estate by foreclosure, the lender shall have the rights of the Federal Agency who had insured or guaranteed the foreclosed mortgage under subparagraphs (1) through (5) above, provided this sentence does not apply to loans insured under HUD/FHA's Section 248 program.

11. **OPTION.** Subsequent to Lessee's breach of any covenant or agreement under a mortgage or other security instrument for which the Lease or any improvements on the Leased Premises are pledged as security, and upon the expiration of any applicable cure period, the Lessor shall have an option (the "option" herein) to acquire the Lessee's Leasehold interest, (subject to all valid liens and encumbrances) upon either payment in full of all sums secured by the mortgage or assumption of the loan with the approval of the lender or the applicable Federal Agency as evidenced by the note and mortgage and execution of an assumption agreement acceptable in all respects to the Lender. Such option is subject to the following conditions:

- (a) If the Lessee or any assignee of Lessee fails to cure the default, the lender shall give written notice to the Lessor and any applicable Tribal housing authority of Lessee's or its assignee's failure;
- (b) If the Lessee fails to cure the default and said notice shall be given before the lender or successor invokes any other remedies provided under the mortgage or by law, the lender may issue an acceleration notice to the Lessee or assignees, under the mortgage or other security instrument, requiring the Lessee or assignees to pay all sums secured by the mortgage or other security instrument. If the Lessee or assignees fail to cure the default in accordance with the terms of the lender's acceleration notice, the lender shall give the Lessor written notice of said failure to cure. The Lessor may exercise its option at any time within thirty (30) days of the date of the lender's written notice to the Tribe of said failure to cure. This option shall be exercised by notice in writing from the Lessor to the Lessee and the lender;
- (c) Notwithstanding the Lessor's option to acquire the Lessee's interest in the Leased Premises, such option shall be subject to any right the Lessee may have under the mortgage or by law to reinstatement after the acceleration, and the right to bring appropriate court action to assert the non-existence of a default or any other defense to acceleration and sale or foreclosure; and
- (d) The estate acquired by the Lessor through the exercise of the option shall not merge with any other estate or title held by the Lessor as long as the leasehold interest or any improvements on the Leased Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and the leasehold interest shall remain subject to any valid and subsisting mortgage or other security instrument.

12. **RESERVATIONS:** Lessee shall use the premises exclusively for residential purposes, except as otherwise agreed to by the parties. Any rights not expressly provided are reserved by the Lessor.

Minerals: The Lessor reserves all rights, as owned by the Lessor, to all mineral rights, including but not limited to oil, gas, or hydrocarbon substances. The Lessor shall not exercise surface entry in connection with reserved mineral rights without prior consent of the Lessee and sureties (as found in 25 CFR 162).

Timber: The Lessor reserves all rights, as owned by the Lessor to timber and forest products on the premises.

Water: The Lessor reserves all rights, as owned by the Lessor, to water on the premises, except that which is needed for residential purposes.

13. EFFECTIVE DATE. This Lease shall take effect on the date of approval by the Secretary and shall be binding upon all successors and assigns of the Lessee and any successor in interest to the Lessor.

14. OBLIGATION TO THE UNITED STATES. It is understood and agreed that while the Leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his, hers (theirs) sureties, are enforceable by the United States as well as to the owner of the land.

15. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. VIOLATIONS OF LEASE. It is understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations in 25 CFR Part 162. The Bureau of Indian Affairs may, at its discretion, treat as a violation of this lease any failure by the Lessee to cooperate with a Bureau of Indian Affairs' request to make appropriate records, reports, or information available to the Bureau of Indian Affairs.

17. CARE OF PREMISES. It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. Lessee shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any building or other improvements thereto, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any trees, except with the consent of the Lessor and the approval of the Secretary, and shall not permit the premises to become unsightly. The Lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.

18. FORCE MAJEURE. Whenever under this instrument a time is stated within which or by which original construction, repairs or re-construction of said improvements shall be completed, and if during such period any cause reasonably beyond the Lessee's power to control occurs, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

19. **INSPECTION OF THE PREMISES.** The Secretary, lender, applicable Federal Agency, and the Lessor and/or their authorized representatives shall have the right, at any reasonable time during the term of this lease, and with reasonable notice in accordance with §162.364, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon to ensure compliance.

20. **INDEMNIFICATION.** Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee, sublessees, assignees, or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use for the premises by Lessee, together with all costs and expenses in connection therewith.

21. **UTILITIES.** Neither the Lessor nor the United States shall have any obligation to provide utilities as of the commencement of this Lease. In the event that the Lessee requires utilities, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which the Lessor will not unreasonably withhold. The Lessee shall pay, as they become due, all bills for electricity and other utilities that are furnished to the leased premises.

22. **LATE PAYMENT INTEREST.** It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest will be assessed at the existing prime rate, plus three (3) percent, times the amount owed for the period during which payments are delinquent. Interest will become due and payable from the date such rental becomes due and will run until said rental is paid. The interest rate formula is $\text{Interest} = (\text{Prime rate} + 3\%) \text{ times } (x) \text{ amount due.}$

23. **RIGHT OF REMOVAL.** Upon the termination of the lease, the Lessee of a one-unit single family dwelling shall be entitled, within sixty (60) days, to remove the dwelling and related structures from the leased premises and relocate such improvements to an alternative site, not located on the leased premises. Any Lessee who exercises such a right shall be required to pay all costs related to the relocation of the dwelling unit. Lessee shall leave the land in good order and condition. All other improvements shall become the property of the Lessor at the expiration of this lease. This paragraph does not apply to Section 248 insured mortgage loans.

24. **INSURANCE.** The Lessee agrees, so long as this lease is in effect, to keep buildings and improvements on the leased premises insured against loss or damage by fire with extended coverage endorsements in an amount equal to the full insurable value of the buildings and improvements insured. Said policy is to be made payable to the Bureau of Indian Affairs for the benefit of the Lessor. Said policy or policies shall be deposited with the Secretary and Lessee shall pay all premiums and other charges payable in respect to such insurance and shall deposit with the Secretary the receipt for each premium or other charge as paid or satisfactory

evidence thereof. Except, during such time that a mortgage is in effect against this Leaschold interest, that said policy is to be made jointly payable to the Lessee and the Lender, and premium payments provided for per specific requirements of the Lender.

25. RIGHTS-OF-WAY FOR STREETS AND UTILITIES FACILITIES. Lessor hereby consents to the granting of rights-of-way by dedication of fee, easement or otherwise for streets and utility facilities necessary for the full enjoyment of the premises and development thereof during the term of this Lease. Such rights-of-way are to be granted by the Secretary pursuant to the Act of February 5, 1948, and any amendments thereto, as implemented by regulations of the Secretary, 25 U.S.C. § 323, et seq., and the implementing regulations found at 25 C.F.R. Part 169.3. If Lessee shall at any time elect to dedicate any such rights-of-way, Lessor and Secretary shall cooperate with Lessee to effect such dedications, and shall execute such documents as may be required, provided that neither Lessor nor Secretary shall bear any cost or expense in connection therewith.

26. INTEREST OF MEMBER OF CONGRESS. No member of, or delegate, to, Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but the provisions shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

27. NON-INDIAN SPOUSE. Should the holder of this Lease, pre-decease his/her Non-Indian spouse, the surviving Non-Indian spouse, will be entitled to reside on such Leased Premises, in accordance with the terms of this Lease, for the duration of the Lease or a life estate, whichever occurs first in time.

28. MEMBER MINOR CHILDREN. Should there be minor children whose parents have pre-deceased them, the Lessors have an interest in keeping said children in the family home and, therefore, make this policy to ensure said minor children may remain in such home.

- (a) Should the Indian spouse pre-decease the Non-Indian spouse, the Non-Indian spouse will be entitled to remain on the Leased Premises as stated in Section 27 above and the member minor children will benefit from the entitlement by remaining in the family home.
- (b) Should both parents pre-decease the member minor children, the Lessors will permit the child(ren) legal guardian to reside upon the Leased Premises with such minor children, in accordance with the terms of the Lease, as long as they are the legal guardian or upon the time the minor(s) no longer reside on the Leased Premises and/or reach the legal age of eighteen.
- (c) The Legal Guardian will agree to allow the member child(ren), upon reaching the legal age of eighteen to independently assume any existing loan/lien on the single-family home. The Legal Guardian will then have no legal entitlement to remain on the premises.

- (d) Proof of legal guardianship will be required in the form of a final court order in addition to other acceptable legal documents which prove the Legal Guardians' identity, such as a valid driver's license, tribal identification card and/or an official copy of the birth certificate.

29. ARCHAEOLOGICAL, CULTURAL & HISTORIC RESOURCES PROTECTION.

Pursuant to 25 C.F.R. §162.313 (c)(4), if historic properties, archaeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact BIA and the Lessor to determine appropriate disposition and how to proceed.

30. RECORDS AND REPORTS. The BIA may, at its discretion, treat as a lease violation any failure by the Lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and duplication pursuant to 25 C.F.R. § 162.313 (c)(6).

31. HAZARDOUS MATERIALS. The Lessee indemnifies the United States and the Indian landowner(s) against all liabilities or costs relating to use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the Leased Premises that occurs during the Lease term, regardless of fault, with the exception that the Lessee is not required to indemnify the Indian landowner(s) for liability or cost arising from the Indian landowner(s) negligence or willful misconduct as required per 25 C.F.R. §162.313(d)(2).

32. ENTIRE AGREEMENT; AMENDMENTS. This Lease, together with all exhibits attached hereto, constitutes the entire agreement between Lessor and Lessee respecting its subject matter, and supersedes any and all oral or written agreements. Any agreement, understanding or representation respecting the Leased Premises, or any other matter referenced herein not expressly set forth in this Lease or a subsequent writing signed by both parties is null and void. This Lease shall not be modified or amended except in a writing signed by both Parties and approved by the Secretary.

33. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same.

34. SUCCESSORS. In case anything happens the following individuals can reside on the property until the end of the lease. Caroline Nichole Cordova, Michelle Rae Cordova, Terrance Michael Cordova, Garrett Ryan Cordova. These are the names of my adult children.

APPROVED:

JASON

VANDERHEIDE

Digitally signed by JASON
VANDERHEIDE
Date: 2022.07.15
15:55:19 -07'00'

Jason Vanderheide, Acting Superintendent
Central California Agency
Bureau of Indian Affairs

Pursuant to the authority delegated by 209 DM 8, 230 DM 1, & 3 IAM4, and the Sacramento Area Office Redelegation Order No. 1 (43 F.R. 30131, dated July 13, 1978).

540-246722



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

IN REPLY REFER TO:
Real Estate Services
Residential Lease
Gary Cordova
540-6

CONSENT AND WAIVER OF RIGHT TO COMPENSATION ON BEHALF OF UNDETERMINED HEIRS FOR RESIDENTIAL LEASE ON ROUND VALLEY INDIAN ALLOTMENT 540-6 FOR GARY CORDOVA.

Troy Burdick, Superintendent signing on behalf of the undetermined heirs of Clarence Cordova,
Sr., pursuant to 25 CFR 162.013(c)(1):

TROY BURDICK

Digitally signed by TROY
BURDICK
Date: 2021.08.30 08:40:16 -07'00'

TROY BURDICK, SUPERINTENDENT

August 30, 2021

DATE



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

IN REPLY REFER TO:
Real Estate Services
Residential Lease
Gary Cordova
540-6

CONSENT AND WAIVER OF RIGHT TO COMPENSATION ON BEHALF OF UNDETERMINED HEIRS FOR RESIDENTIAL LEASE ON ROUND VALLEY INDIAN ALLOTMENT 540-6 FOR GARY CORDOVA

Troy Burdick, Superintendent signing on behalf of the undetermined heirs of Filbert S Anderson, Sr., pursuant to 25 CFR 162.013(c)(1):

TROY BURDICK Digitally signed by TROY
BURDICK
Date: 2021.08.30 08:39:51 -07'00'

TROY BURDICK, SUPERINTENDENT

August 30, 2021
DATE



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

IN REPLY REFER TO:
Real Estate Services
Residential Lease
Gary Cordova
540-6

CONSENT AND WAIVER OF RIGHT TO COMPENSATION ON BEHALF OF UNDETERMINED HEIRS FOR RESIDENTIAL LEASE ON ROUND VALLEY INDIAN ALLOTMENT 540-6 FOR GARY CORDOVA.

Troy Burdick, Superintendent signing on behalf of the undetermined heirs of Gail Treppa,
pursuant to 25 CFR 162.013(c)(1):

TROY BURDICK

Digitally signed by TROY
BURDICK
Date: 2021.08.30 08:39:31 -07'00'

TROY BURDICK, SUPERINTENDENT

August 30, 2021

DATE



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
CENTRAL CALIFORNIA AGENCY
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

IN REPLY REFER TO:
Real Estate Services

CONSENT AND WAIVER OF RIGHT TO COMPENSATION ON BEHALF OF
WHEREABOUTS UNKNOWN FOR RESIDENTIAL LEASE ON ROUND VALLEY INDIAN
ALLOTMENT 540-6 FOR GARY CORDOVA.

Superintendent signing on behalf of whereabouts unknown of Georganna Treppa, pursuant to
25 CFR 162.013(c)(2):

CAROL
ROGERS-DAVIS

Digitally signed by
CAROL ROGERS-DAVIS
Date: 2022.05.12
12:39:30 -07'00'

SUPERINTENDENT

DATE



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

IN REPLY REFER TO:
Real Estate Services
Residential Lease
Gary Cordova
540-6

CONSENT AND WAIVER OF RIGHT TO COMPENSATION ON BEHALF OF UNDETERMINED HEIRS FOR RESIDENTIAL LEASE ON ROUND VALLEY INDIAN ALLOTMENT 540-6 FOR GARY CORDOVA.

Troy Burdick, Superintendent signing on behalf of the undetermined heirs of Irma Crabtree,
pursuant to 25 CFR 162.013(c)(1):

TROY BURDICK

Digitally signed by TROY
BURDICK
Date: 2021.08.30 08:39:00 -07'00'

TROY BURDICK, SUPERINTENDENT

August 30, 2021

DATE



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Central California Agency
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

IN REPLY REFER TO:
Real Estate Services
Residential Lease
Gary Cordova
540-6

CONSENT AND WAIVER OF RIGHT TO COMPENSATION ON BEHALF OF UNDETERMINED HEIRS FOR RESIDENTIAL LEASE ON ROUND VALLEY INDIAN ALLOTMENT 540-6 FOR GARY CORDOVA.

Troy Burdick, Superintendent signing on behalf of the undetermined heirs of Larry Treppa,
pursuant to 25 CFR 162.013(c)(1):

TROY BURDICK

Digitally signed by TROY
BURDICK
Date: 2021.08.30 08:38:30 -07'00'

TROY BURDICK, SUPERINTENDENT

August 30, 2021

DATE



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
CENTRAL CALIFORNIA AGENCY
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814

IN REPLY REFER TO:
Real Estate Services

CONSENT AND WAIVER OF RIGHT TO COMPENSATION ON BEHALF OF
WHEREABOUTS UNKNOWN FOR RESIDENTIAL LEASE ON ROUND VALLEY INDIAN
ALLOTMENT 540-6 FOR GARY CORDOVA.

Superintendent signing on behalf of whereabouts unknown of Leora Treppa, pursuant to 25
CFR 162.013(c)(2):

CAROL
ROGERS-DAVIS

Digitally signed by
CAROL ROGERS-DAVIS
Date: 2022.05.12
12:40:20 -07'00'

SUPERINTENDENT

DATE

RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 1 acre

X marks the general area on the map

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Barry M Cordova
Print Landowner's name

3/29/21
Date signed

[Signature]
Landowner's Signature

[Signature] 3/29/21
#1 Witness Signature Date

Claudia Amador 3-29-21
#2 Witness Signature Date

1743 Mount Olive Dr.
Street address or PO Box

7536 Rafanelli Dr
Street address or PO Box

Santa Rosa, Ca. 95404
City, State, Zip Code

windsor ca 95492
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Lannie Cordova
Print Landowner's name

3-29-21
Date signed

Lannie Cordova
Landowner's Signature

Claudia Amador 3-29-21
#1 Witness Signature Date

Carolyn Gomez Cordova 3-29-21
#2 Witness Signature Date

7536 Rafanelli Dr
street address or PO Box

107 Heather Dr.
Street address or PO Box

Windsor CA 95492
City, State, Zip Code

Santa Rosa, Ca. 95401
City, State, Zip Code

**IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER
SIDE**



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Rickey C Cordova
Print Landowner's name

3/29/2021
Date signed

[Signature]
Landowner's Signature

Claudia Amador 3-29-21
#1 Witness Signature Date

Carolyn Jones Cordova 3-29-21
#2 Witness Signature Date

7536 Rafanelli Dr
Street address or PO Box

107 Heather Dr.
Street address or PO Box

Windsor, CA, 95492
City, State, Zip Code

Santa Rosa, Ca. 95401
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Terri Martinez
Print Landowner's name

3-29-21
Date signed

[Signature]
Landowner's Signature

Carolyn Jones Cordova
#1 Witness Signature

3-29-21
Date

Claudia Amador
#2 Witness Signature

3-29-21
Date

107 Heather Dr.
Street address or PO Box

7536 Rafanelli Dr.
Street address or PO Box

Santa Rosa, Ca. 95401
City, State, Zip Code

Windsor CA 95492
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



RESIDENTIAL LEASE CONSENT FORM

Residential Lease for: Gary Cordova

Acres: 5 acres

Allotment No: 540-6

Please indicate your **Approval** or **Disapproval** of consent by signing the appropriate *do consent* or *do not consent* form below and return to 650 Capitol Mall, Suite 8-500. Please have your signature form signed by two witness's or a Notary Public.

CONSENT

I DO hereby give consent to the proposed Residential Lease including rights of access and utilities.

IF YOU CONSENT, YOU WILL NEED TO DETERMINE COMPENSATION (annual rent) (choose one):



I DO waive my right to compensation.

I DO NOT waive my right to compensation.

Vicente Smith
Print Landowner's name

3-31-21
Date signed

Vicente Smith
Landowner's Signature

Claudia Amador 3-31-21
#1 Witness Signature Date

Carolyn Gonzalez 3-31-21
#2 Witness Signature Date

7536 Rafanelli Dr
Street address or PO Box

107 Heath Drive
Street address or PO Box

windsor CA 95492
City, State, Zip Code

Santa Rosa, Ca, 95401
City, State, Zip Code

IF YOU DO NOT CONSENT, PLEASE FILL OUT THE OTHER SIDE



EXCEPTION CHECKLIST FOR BIA CATEGORICAL EXCLUSIONS

Date: 01/28/2022 **Transaction or Project Name:** TR4618P5 J51 549T5001 Gary Bacock RESIDENTIAL LEASE

Brief description of the proposed transaction or project:

Bacock residential lease of existing residence.

Property description including Native Allotment number, landowner name, and legal description:

742 Brockman Lane, Bishop, CA (residential lot with existing residence).

Any change in land use or ground disturbing activity? If yes, please explain:

516 DM 10.5 Categorical Exclusion letter, the specific title and the text of the category:

516 DM 10.5.M.7 Approvals of single family home site leases (

516 DM 10.5.M.7 Approvals of leases, easements or funds for single family home sites and associated improvements, encompassing 5 acres or less.

Evaluation of extraordinary circumstances for the categorically excluded action listed above (43 CFR 46.215)

- | | |
|--|----|
| 1. This action would have significant impacts on public health or safety. | No |
| 2. This action would have significant impacts on: natural resources and unique geographical features as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild and scenic rivers; national natural landmarks; sole or prime drinking water aquifers; prime farmlands wetlands; floodplains; national monuments; migratory birds; and other ecologically significant areas. | No |
| 3. This action would have highly controversial environmental effects or unresolved conflicts concerning alternate uses of available resources. | No |
| 4. This action would have highly uncertain environmental effects or involve unique or unknown environmental risk. | No |
| 5. This action will establish a precedent for future actions. | No |
| 6. This actions is related to other actions with individually insignificant but cumulatively significant environmental effects. | No |
| 7. This action will have significant impacts on properties listed or eligible for listing in the National Register of Historic Places. | No |
| 8. This action will have significant impacts on a species listed or proposed to be listed as endangered or threatened, or Critical Habitat of these. | No |
| 9. This action threatens to violate federal, state, local, or tribal law or requirements imposed for protection of the environment. | No |
| 10. This action will have disproportionately high and adverse effect on low income or minority populations. | No |
| 11. This action will limit access to, and ceremonial use of, Indian sacred sites on federal lands, by Indian religious practitioners, and/or adversely affect the physical integrity of such sites. | No |
| 12. This action will contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or may promote the introduction, growth, or expansion of the range of such species. | No |

This checklist may be used to determine if an environmental assessment is required for a single, independent proposed action that is determined to be a BIA-approved categorical exclusion as listed in Department of Interior 516 DM 10.5. The person preparing this checklist must have supporting information or reasonable assurance that the proposed action will not have significant or adverse effects on any of the twelve situations above. If so, it is reasonable to answer "No" to the exceptions above. If not, an environmental assessment must be prepared to further investigate and determine whether an action will have a significant impact on the quality of the human environment.

A "Yes" to any of the above exceptions will require that an EA be prepared

NEPA Action: CE

Preparer's Name: Michelle Jefferson **Date:** 01/26/22

Regional Office/Agency Environmental Coordinator:

Reviewed and Recommended: EDDIE DOMINGUEZ **Date:** 01/27/22

Regional Wildlife Biologist Approval:

Reviewed and Recommended: Jay Hinshaw **Date:** 01/27/22

Regional/Agency Archeologist:

Concur with Item 7: Harold Hall **Date:** 01/27/22

Environmental Professional (Phase 1) Approval :

Reviewed and Recommended: _____ **Date:** _____

Regional Director/Agency Superintendent:

Concur: Harley Long Date: 01/27/22

540 246Y22

**United States Department of the Interior
Bureau of Indian Affairs
Title Status Report**

Report Certification Time and Date: 06/07/2019 12:45:07 PM

Requestor: MJEFFERS Date/Time: 07/23/2020 15:48:40

<u>Land Area</u> 540	<u>Land Area Name</u> ROUND VALLEY RESERVATION	<u>LTR0</u> SACRAMENTO, CA	<u>Region</u> PACIFIC REGIONAL OFFICE	<u>Agency</u> CENTRAL CALIFORNIA AGENCY	<u>Resources</u> Both
-------------------------	--	-------------------------------	---	--	--------------------------

Original Allottee: POLLY ANDERSON

See Appendix A for Land Legal Descriptions

Title Status

Tract 540 6 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 540 6 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust, fee.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

540 246Y22

Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
540	ROUND VALLEY RESERVATION	6	SACRAMENTO, CA	PACIFIC REGIONAL OFFICE	CENTRAL CALIFORNIA AGENCY	Both

Land Legal Descriptions

Section	Township	Range	State	County	Meridian	Legal Description	Acres
25	023.00N	013.00W	CALIFORNIA	MENDOCINO	Mount Diablo	S NW SW SW	5.000

METES AND BOUNDS: THE SOUTH 1/2 OF LOT 56

TOTAL TRACT ACRES: 5.000

540 246Y22

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTR0 Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019

Tribe	Indian / NonIndian	Title	Interest*	Class	Type	NAME IN WHICH SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
ROUND	Non Ind	Fee	All	Fee Pate	SPEC AUT	TREPPA	1	20	
RESERVATIO									
N									
Indian	Trust	All	Prob Ord	INTE	CRABTREE	1	60		
Indian	Trust	All	Prob Ord	INTE	IRMA ANDERSON DECEASED 11/10/2017	10	600	.1000000000	
Indian	Trust	All	Prob Ord	INTE	CORDOVA, SR CLARENCE DECEASED 01/11/2008	1	24		
Trust	Trust	All	Prob Mod	JUDGE ORD	CORDOVA CLARENCE DECEASED 01/11/2008	1	45		
Trust	Trust	All	Prob Ord	INTE	CORDOVA RICKEY CHARLES	30	600	.0750000000	
CONSENT									
Indian	Trust	All	Prob Ord	INTE	CORDOVA RICKEY CHARLES	1	60		
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATIO N, CALIFORNIA (PREVIOUSLY LISTED AS ROUND VALLEY INDIAN									

540 246Y22

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTR0 DOCUMENT Type Interest* Title Indian / NonIndian

Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTR0 DOCUMENT Type Interest* Title Indian / NonIndian

Effective Ownership as of 06/07/2019

Tribe	Indian / NonIndian	Title	Interest*	Class	Type	NAME IN WHICH SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
TRIBES OF THE ROUND VALLEY RESERVATION, CALIFORNIA)		Trust	All	Prob Mod	JDGE ORD	CORDOVA RICKEY CHARLES	1 75	18 600	.0300000000
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA)	Indian	Trust	All	Prob Ord	INTE	CORDOVA LANNIE CARL	1 60		
CONSENT									
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA)		Trust	All	Prob Mod	JDGE ORD	CORDOVA LANNIE CARL	1 75	18 600	.0300000000
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA)	Indian	Trust	All	Prob Ord	INTE	MARTINEZ TERRI LEE	1 60		

540 246Y22

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTR0 Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both
 Round Valley Reservation, CA Sacramento, CA

Effective Ownership as of 06/07/2019

----- OWNER -----		----- DOCUMENT -----		FRACTION TRACT AS ACQUIRED		AGGREGATE SHARE CONVERTED TO LCD		AGGREGATE	
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	NAME IN WHICH SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	DECIMAL
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA (PREVIOUSLY LISTED AS ROUND VALLEY INDIAN TRIBES OF THE ROUND VALLEY RESERVATION, CALIFORNIA)	Indian	Trust	All	Prob Ord	INTE	CORDOVA BARRY MARC	1 60		
CONSENT									
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA (PREVIOUSLY LISTED AS ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA)	Indian	Trust	All	Prob Mod	JUDGE ORD	CORDOVA BARRY MARC	1 75	18 600	.0300000000
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA (PREVIOUSLY LISTED AS ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA)	Indian	Trust	All	Prob Ord	INTE	SMITH VERA ANDERSON	1 10		

540 246Y22

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTR0 Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019									
----- OWNER -----		----- DOCUMENT -----				FRACTION TRACT AS ACQUIRED		AGGREGATE SHARE	
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	AGGREGATE DECIMAL
CONSENT									
TRIBES OF THE ROUND VALLEY RESERVATION, CALIFORNIA)		Trust	All	Prob Ord	TESTATE	SMITH VERA	1	135	
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA)	Indian	Trust	All	Prob Ord	TESTATE	CRABTREE IRMA DECEASED 11/10/2017	8	600	.2250000000
ROUND VALLEY INDIAN TRIBES, ROUND VALLEY RESERVATION, CALIFORNIA)	Indian	Trust	All	Prob Ord	INTE	ANDERSON ESTATE, SR FILBERT S DECEASED 11/29/2014	1	75	.1250000000

540 246Y22

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 LTR0 Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both
 SACRAMENTO, CA

Effective Ownership as of 06/07/2019									
----- OWNER -----									
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	NAME IN WHICH SURNAME/FIRST NAME	FRACTION TRACT AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
AS ROUND VALLEY INDIAN TRIBES OF THE ROUND VALLEY RESERVATION, CALIFORNIA)		Trust	All	Prob Ord	TESTATE	ANDERSON ESTATE, SR FILBERT S DECEASED 11/29/2014	1 8	135 600	.2250000000
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA GEORGEANNE	1 75		
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA LARRY DECEASED 03/05/2011	1 75	10 600	.0166666666
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA LARRY EDWARD DECEASED 03/05/2011	1 300	10 600	.0166666666
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA ESTATE GAIL L DECEASED 10/06/2018	1 75		
HABEMATOLE L POMO OF UPPER LAKE, CA	Indian	Trust	All	Prob Ord	INTE	TREPPA GAIL LOUISE DECEASED 10/06/2018	1 300	10 600	.0166666666

Appendix "B"

Land Area 540 Land Area Name ROUND VALLEY RESERVATION Tract Number 6 Region PACIFIC REGIONAL OFFICE Agency CENTRAL CALIFORNIA AGENCY Resources Both

Effective Ownership as of 06/07/2019

----- OWNER -----		----- DOCUMENT -----		NAME IN WHICH		FRACTION TRACT	AGGREGATE SHARE	AGGREGATE	
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
HABEMATOLE	Indian	Trust	All	Prob Ord	INTE	TREPPA	1		
L POMO OF UPPER LAKE, CA						LEORA G	75		
		Trust	All	Prob Ord	INTE	TREPPA	1		10
						LEORA	300		600 .0166666667
IN TRUST:									
									580
									600 .9666666667
IN FEE:									
									20
									600 .0333333333
TOTAL:									
									600
									600 1.0000000000

* "All" means the equitable beneficial interest and the legal title interest merged together.

540 246Y22

Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
540	ROUND VALLEY RESERVATION	6	PACIFIC REGIONAL OFFICE	CENTRAL CALIFORNIA AGENCY	Both
	LTRO SACRAMENTO, CA				

Ownership of Tract 540 6 is encumbered by the following:

- NO REALTY DOCUMENTS FOUND
- NO REALTY DEFECTS FOUND
- NO TITLE DEFECTS FOUND
- NO ENCUMBRANCES FOUND

540 246Y22

Appendix "D"

<u>Land Area</u> 540	<u>Land Area Name</u> ROUND VALLEY RESERVATION	<u>Tract Number</u> 6	LTRO SACRAMENTO, CA	Region PACIFIC REGIONAL OFFICE	Agency CENTRAL CALIFORNIA AGENCY	<u>Resources</u> Both
-------------------------	--	--------------------------	------------------------	--------------------------------------	---	--------------------------

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

Exhibit 7

STATE OF CALIFORNIA – COUNTY OF MENDOCINO

FILED

NOV 01 2022

CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA

Search Warrant Number: 2022-15531.1

RETURN TO SEARCH WARRANT

Detective Timothy Del Fiorentino #2725, says that he/she conducted a search pursuant to the below described seizure order:

Issuing Magistrate: Judge Faulder

Magistrate's Court: Superior Court of California, County of Mendocino

Date of Issuance: 07/8/2022

Date of Service: 07/15/2022

And searched the following location(s), vehicle(s), and person(s):

- 78140 Crawford Road, Covelo, California 95428

And seized the following items:

See attached Property Receipt

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct, and that this is a true and detailed account of all the property taken by me pursuant to the search warrant, and that pursuant to Penal Code Sections 1528 and 1536 this property will be retained in my custody, subject to the order of this court and any other court in which the offense in respect to which the seized property is triable.



(Signature of Affiant)



MATTHEW C. KENDALL
Sheriff-Coroner

County of Mendocino
Office Of The Sheriff-Coroner

Undersheriff Darren Brewster
Captain Gregory L. Van Patten
Field Services
Captain Tim Pearce
Corrections

PROPERTY RECEIPT

Property is returned by appointment only. For further assistance on claiming your items contact the property room at (707) 463-4106.

CASE NO.: 2022-15531
Page 1 of 1

FIREARMS:

- () Firearms taken at a domestic violence incident
- () Firearms taken for mental health evaluation
- () Firearms surrendered pursuant to a restraining/protective order
- () Firearms surrendered for destruction

- Consent to Search
- Open Field

OTHER PROPERTY:

- () Property Taken As Evidence
- () Found Property
- () Property Held for safekeeping

Items Seized Pursuant To A Search Warrant JUDGE FAULDER

S/W 2022-15531.1

PROPERTY SEIZED FROM

NAME 78140 CRAWFORD RD, COVELLO CA. CDL/ID # APN# 032-460-33-00
ADDRESS/LOCATION

ITEM #	DESCRIPTION (Firearms - Include Serial Number)	EXACT LOCATION FOUND
SW1#01	10 POUND & 5 RANDOM SAMPLES OF MARIJUANA	GREEN AREA
SW1#02	GLOCK 43X S/N: B M P Y 814 / 9mm	TOY HAULER TRAVEL TRAILER
SW1#03	9mm AMMUNITION IN BOXES / ^{NO BOXES} 480 ROUNDS	TOY HAULER TRAVEL TRAILER
SW1#04	RUGER 10/22 S/N: 258552 AS	INTRAPID TRAVEL TRAILER
NOTHING ELSE TAKEN		
113,361	GROWING MARIJUANA PLANTS ERADICATED & FIELD DESTROYED.	

Property/Evidence not claimed will be considered abandoned and disposed of in accordance to all applicable laws. Refer to the backside of this property receipt for further information.

RECEIVING OFFICER:	<u>DELFORENTINO</u>	ID #: <u>2725</u>	DATE: <u>07/15/22</u>
WITNESSING INDIVIDUAL:	<u>WYANT</u>	ID #: <u>2187</u>	DATE: <u>7-15-22</u>
FIREARMS SURRENDERED BY:		ID #:	DATE:
RECEIVING INDIVIDUAL:		ID #:	DATE:

FILED

NOV 01 2022
CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA

**STATE OF CALIFORNIA - COUNTY OF MENDOCINO
SEARCH WARRANT**

MCSO#2022-15531.1

**The People of the State of California to any Sheriff, Constable, Marshall, Or Police Officer
in the County of Mendocino: proof by affidavit having been made before me by**

Timothy Del Fiorentino #2725

that there is probable cause to believe that the property/or person described herein may be found at the locations set forth herein and is lawfully seizable pursuant to Penal Code Section 1524 as indicated below by "X"(s) in that:

- it was stolen or embezzled.
- it was used as the means of committing a felony.
- it is possessed by a person with the intent to use it as means of committing a public offense or is possessed by another to whom he or she may have delivered it for the purposes of concealing it or preventing its discovery,
- it tends to show that a felony has been committed or that a particular person has committed a felony,
- it tends to show that sexual exploitation of a child, in violation of Section 311.3 or depiction of sexual conduct of a person under the age of 18 years, in violation of Section 311.11, has occurred or is occurring,
- there is a warrant for the person's arrest,

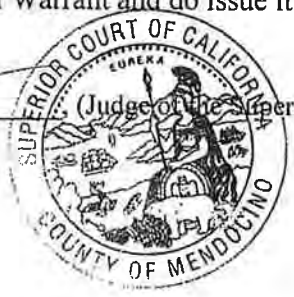
YOU ARE THEREFORE COMMANDED TO SEARCH: The premises, vehicle(s), and/or person(s) described in exhibit "A" attached hereto and incorporated herein by this reference.

FOR THE FOLLOWING PROPERTY / PERSON: The property and/or persons described in exhibit "B" attached hereto and incorporated herein by this reference.

YOU ARE THEREFORE COMMANDED, within five business days after receipt of this search warrant to deliver by mail or otherwise, to the above named law enforcement officer, together with the declaration as set forth below, a true, durable, and legible copy of the requested records listed in exhibit "B". See California Penal Code 1524.2.

AND TO SEIZE IT IF FOUND and bring it forthwith before me, or maintain it at a suitable location of a law enforcement agency pursuant to Penal Code section 1536. This Search Warrant and incorporated Affidavit, and all attachments thereto, were sworn to as true and subscribed before me this 8th day of JULY 2022, at 2:45 A.M.P.M. Wherefore; I find probable cause for the issuance of this Search Warrant and do issue it.

[Signature]
KEITH A. FAULDER



(Judge of the Superior Court) **NIGHT SERVICE ENDORSED**
() YES (x) NO

FILED

NOV 01 2022
CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA

STATE OF CALIFORNIA-COUNTY OF MENDOCINO

MCSO#2022-15531.1

**AFFIDAVIT IN SUPPORT OF SEARCH
WARRANT**

Timothy Del Fiorentino #2725, a Peace Officer, swears under oath that the facts expressed by him in this search warrant and affidavit and in exhibit "C", statement of probable cause, and any and all attachments thereto, are true and that based thereon he has probable cause to believe and does believe that the property and/or person described herein is lawfully seizable pursuant to Penal Code section 1524, as indicated herein, and is now located at the places herein set forth. Wherefore, affiant requests that this Search Warrant be issued. Exhibits "A", "B", and "C", and all attachments thereto are attached hereto and incorporated herein by this reference.

[Handwritten Signature]

_____, NIGHT SERVICE REQUESTED () YES (x) NO

(Signature of Affiant)

Subscribed and sworn before me this 8th day of July 2022 at Ukiah,
California at the hour of 2:45 a.m./p.m.



[Handwritten Signature]

JUDGE OF THE SUPERIOR COURT
KEITH A. FAULDER

[Handwritten Signature]

District Attorney

- Approved as to form and content.

1
2
3 **Exhibit "A"**
4 **Premises, Persons and Property to be Searched:**

5 Location #01: The property located at 78140 Crawford Road, Covelo, California 95428. The
6 search is to include, but not limited to all outbuildings, sheds, barns, tents, plastic style
7 greenhouses, vehicles, and travel trailers. The specific APN# associated with the property is,
8 [032-460-33-00]. The property has the listed owner being, Lester Treppa 5/150 and Vacant
9 145/150 with a listed mailing address of 425 Lake Mendocino Drive in Ukiah Ca. 95482.
10
11
12
13

14 A. This search includes all buildings, outbuildings, sheds, structures, vehicles,
15 trailers, travel trailers, locked safes or boxes, plastic style greenhouse, or any
16 persons located on the property.
17

18
19
20 B. Driving directions to the locations are as follows:

21 From the intersection of Biggar Lane and Crawford Road in Covelo Ca.
22 Continue north on Crawford Road for approximately 2000 feet. At this point,
23 The paved roadway of Crawford Road turns to the left (West) and becomes
24 Refuse Road. At the corner of Crawford Road and Refuse Road continue
25 north off of the paved road onto a dirt road leading thought the dry creek bed.
26 After crossing the dry creek bed, follow the red dirt road to the north for
27 approximately 400 feet where the entrance into the marijuana cultivation site
28 is located. The marijuana cultivation site is located at GPS coordinates [N
29 39.81945 W -123.26599].
30
31
32
33
34

35
36 C. Any and all person(s) located on either property during the execution of the
37 search warrant, or who arrive to the location during the search warrant service.
38
39
40
41
42
43
44
45

Exhibit “B”
Items to be Seized:

1. Marijuana, cannabis, and/or concentrated cannabis in all forms: including, but not limited to, bud marijuana, marijuana plants, or any portion of the plant thereof, scissors, scales, measuring and weighing materials, packaging materials, or other materials used for marijuana distribution, or similar packaging material used to store marijuana, to include a extraction / collection vessel.
2. Tetrahydrocannabinol (THC) in all forms including, but not limited to THC edibles, THC vaporizing, and high THC marijuana plant strains, and all paraphernalia associated with said THC products.
3. Any firearms, ammunition, firearm parts, firearm accessories, or firearm storage devices.
4. Any heavy equipment, earthwork and land alteration activities, including but not limited to grading, earth moving, road construction, water storage, water diversion, streambed alterations culvert installations, land clearing, timber clearing, timber cutting equipment, and heavy equipment usage.
5. Any items associated with a hash or “honey oil” conversion laboratory. Items such as hash, hash oil and or derivatives of hash, Butane fuel or other solvents utilized in the marijuana to hash conversion process, PVC pipes, plastic or brass valves, fittings, glue, heating elements and flasks or other similar glassware.
6. Equipment, tools, and other items associated with and used for the cultivation, use, storage, or processing of marijuana, and the areas associated with the cultivation, storage, or, processing of marijuana, such as; irrigation devices, garden hoses, water buckets, timing devices, electronics devices, aerators, PVC pipe, water storage drums, water tanks, hoses, filter fittings, valves, water pumps, lights, timers, ballasts, power cords, extension cords, generators, air condition units, fans, shovels, rakes, pruning shears, hand held sprayers, planter pots, starter pots, grow pots, alligator clips, baggies, rolling papers, scales packaging materials and other weighing devices.
7. Any digital media or computer devices to include but not limited to camcorders, video cameras, surveillance cameras and recording equipment, digital storage devices, computers, laptops, tablets, and cell phones. Your affiant reserves the right to have such items seized examined by a qualified professional beyond the ten day period of the search warrant. This is to include the California Department of Justice, the FBI, or other Governmental agency.

- 1 a. As required by California Penal Code § 1546.1 (d); any information obtained
2 through the execution of this warrant that is unrelated to the objective of the
3 warrant shall be sealed and shall not be subject further review, use, or disclosure
4 absent an order from the Court.
- 5 b. If necessary, investigating officers are authorized to employ the use of outside
6 experts, acting under the direction of the investigating officers, to access and
7 preserve any computer data at the time of the seizure or at any future time while
8 the evidence is in the control of the investigating agency. Those items that are
9 within the scope of this warrant may be copied and retained by investigating
10 officers.

11
12 8. **FINANCIAL DOCUMENTATION:** to include any and all financial records to facilitate
13 the investigation of the laundering of illicitly obtained monies and/or other forms of assets
14 acquired through the sales, trafficking, or distribution of marijuana, and subsequent evasion
15 of governmental taxes, which include, but are not limited to federal and state tax returns,
16 employment papers, banking records and pass books, account information, canceled checks,
17 deposit records, income and expenditures records, property acquisition records, money
18 market accounts and/or similar accounts, records of stocks and/or bonds purchased or
19 exchanged; credit card records; records reflecting the rental of safe deposit boxes; safe
20 deposit box keys; records reflecting vehicles, aircraft or vessels owned, purchased, sold or
21 leased; and negotiable instruments.

22
23 9. **INDICIA** including, but not limited to items related to, items showing evidence of
24 dominion, control, or ownership of the locations, vehicles, storage areas, safes, lock
25 boxes, or containers to be searched: including but not limited to keys; photographs;
26 current and cancelled mail and mail envelopes; other items of correspondence such as
27 utility bills and telephone bills; rental agreements; grant deeds; legal documents; maps of
28 the property; escrow documents; airline tickets and other tickets of identification for other
29 forms of public transportation; personalized luggage or luggage tags; forms of official
30 identification and exemplars of original handwriting including drivers licenses, social
31 security cards, passports, resident alien cards, food stamps and food stamp identification
32 cards, signature cards, usage cards and applications, insurance documentation, Medi-cal
33 cards or stickers, medical records bills, prescriptions and prescription bottles; articles of
34 personal clothing of suspect(s) or co-conspirator(s); articles of personal property such as
35 telephone books, address books, notebooks, and papers; other items reflecting the names,
36 addresses, or telephone numbers of associates possibly involved in the conspiracy to
37 obtain stolen property.

38 10. **OFFICERS ARE ALLOWED TO BRING OTHER GOVERNMENT AGENCIES**
39 **ONTO THE PROPERTY** to be searched, including local, state and federal law
40 enforcement officers, experts, and environmental scientists. This includes, but not limited
41 to, the following agencies: the California Department Fish and Wildlife, the State Water
42 Board, California Department of Fire and Forestry (CAL Fire), the Mendocino County
43 Department of Health and Human Services—Division of Environmental Health, Air
44 Quality Management District, and Mendocino County Code Enforcement.

1 11. **TO THE STATE WATER RESOURCES CONTROL BOARD, AND THE**
 2 **CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,**
 3 **BIOLOGISTS FOR THE CALIFORNIA DEPARTMENT OF FISH AND**
 4 **WILDLIFE, NORTH COAST REGION ARE COMMANDED TO THE STATE**
 5 **WATER RESOURCES CONTROL BOARD, AND THE CALIFORNIA**
 6 **REGIONAL WATER QUALITY CONTROL BOARD, NORTH COAST REGION**
 7 **ARE ALLOWED TO INSPECT, INVESTIGATE, AND SEARCH, SAID**
 8 **INVESTIGATION TO INCLUDE** entering upon and conducting a visual inspection of
 9 the entire property and conducting and documenting such inspection by taking such
 10 samples and reviewing such writings and records that are kept and maintained on the
 11 Property as is necessary to determine compliance. The inspection may include: 1)
 12 entering the Property, observing the physical conditions of the Property, and any
 13 equipment located thereon and any operations, processes or other activities being
 14 conducted thereon, including, but not limited to, water diversions, graded areas,
 15 cultivated areas, road crossings, disposal areas, ponds, surface drainages, watercourses,
 16 material stockpiles, storage, and buildings located on the Property; 2) taking photographs
 17 and video of the physical conditions of the Property and any equipment located thereon
 18 and any operations, processes or other activities being conducted thereon; 3) questioning
 19 of or conferring with persons present on the Property privately to obtain information
 20 bearing on whether violations of the laws and regulations occurred; 4) the measurement
 21 of the pumping rate, if extant; the measurement of each reservoir's area, dam height, and
 22 diversion facilities, if extant; 5) collecting and analyzing samples of water, raw, graded,
 23 processed or stored materials, chemical, fuel, waste, and/or other stored or contained
 24 materials; 6) testing for water pollutants, including but not limited to sediment, fertilizers
 25 and pesticides, from any source whether mechanical, process, or natural; 7) inspection
 26 and duplicating any writings and records of spills or emergencies, business plans,
 27 contingency plans, or any other information authorized under California Water Code
 28 section 13267, subdivision (c).

29 12. It is the request of the Affiant that the Court orders the destruction of marijuana
 30 plant/products that it expects to seize in this matter pursuant to a duly authorized search
 31 warrant. Your Affiant requests this order by the Court, because bulk marijuana poses
 32 significant safety and health concerns. Marijuana products can decompose and liquefy
 33 rapidly and when stored can harbor mold and other bacterial elements. Your Affiant
 34 therefore respectfully request that the Court authorize/order the destruction of any seized
 35 marijuana after the plants are counted, photographed and after a representative sample
 36 pursuant to Health and Safety Code §11479 is taken from the location.

37
 38 **13. Special Request for Officer Safety Purposes:**

39 Prolonged and extended manual labor is required to properly eradicate and destroy bulk
 40 marijuana and growing marijuana plants. As internal temperatures of hoop style
 41 greenhouses can be lethal and the potential of known (such as carbofuran,
 42 methamidophos, methyl parathion, and others) and/or unknown pesticides, which have
 43 been proven to cause severe life-threatening medical conditions, used during the
 44 marijuana cultivation process have increased

45 **You Are Authorized To:** ventilate and alter hoop style greenhouses and any other
 marijuana cultivation areas, structures, and places, including to remove doors or other

1 building materials from cultivation structures. Additionally, the use of heavy equipment
2 (skid-steer and/or other implements) to assist in the eradication is also authorized, which
3 can result in property damage, or the altering of the erected hoop houses/ greenhouses or
4 other cultivation areas, structures, and/or places that house the illegal growing marijuana
5 plants.
6

7 14. Any other items by their nature that constitute a felony.
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

1
2
3 **Exhibit “C”**
4 **Statement of Probable Cause**
5

6 Your affiant states he has received the following training and experience in the field of criminal
7 investigation:

8
9 **Timothy H. Del Fiorentino #2725**

10
11 Your affiant has been employed as a sworn Peace Officer by the Mendocino County Sheriff's
12 Office since January, 2018. Your affiant has received the following training and experience:

13
14 - Your affiant was a Corrections Deputy with the Mendocino County Sheriff's Office from April,
15 2015 – July, 2017.

16
17 - Completion of an 196 hour Basic Corrections Core academy at Santa Rosa Junior College
18 Public Safety Training Center, in Windsor, California. As part of that training your affiant
19 received training in maintaining security and contraband, criminal justice system (state codes and
20 statutes), emergency procedures, first aid/CPR, restraint techniques and control holds.

21
22 - While employed as a corrections deputy, your affiant observed no less than 100 people under
23 the influence of a controlled substance and/or alcohol.

24
25 -Your affiant has completed over a 900 hour P.O.S.T. Basic Law Enforcement Officer course at
26 College Of The Redwoods Police Academy, in Eureka, California. As part of that training your
27 affiant received state mandated training in defensive tactics, chemical agents, pursuit driving,
28 interview techniques, basic evidence gathering, introductory traffic investigation, an 11550 H&S
29 evaluation class, a basic drug identification course, property crimes investigations, operation and
30 qualification of handgun and shotgun, and completion of a training course meeting the
31 requirements of Penal Code section 872(b): Hearsay Evidence Testimony.

32
33 -A 12 week Field Training phase with the Mendocino County Sheriff's Office. During the
34 training phase your affiant's training expanded upon the academy curriculum. Your affiant had a
35 training officer who had testified as narcotics expert and gang expert (Robert Moore).

36
37 -Your affiant has been primary investigating Deputy on more than ten felony cases, resulting in
38 over 10 felony arrests.

39
40 -Your affiant has completed a Search Warrant A-Z class, which consisted training on how to
41 author a search warrant and the service of search warrants.

42
43 -Your affiant has contacted in the field more than ten subjects under the influence of
44 Methamphetamine, and has been trained to evaluate those subjects by Mendocino County
45 Sheriff's Office FTO's. During these contacts your affiant has discussed the effects of
methamphetamine upon the body and mind with the subject, as well as the habits for their use.

1 -Your affiant has arrested no less than five subjects for being under the influence of
2 methamphetamine or heroin, and has received 1 negative toxicology results from those arrests.

3
4 -Your affiant has arrested no less than four subjects for possession of methamphetamine or
5 heroin, and has never received negative test results on presumptive methamphetamine or heroin
6 submitted to CA DOJ for testing.

7
8 -Your affiant has handled numerous quantities of packaged methamphetamine, heroin, and
9 marijuana while wearing gloves and with bare hands.

10
11 -Your affiant has taken part in no less than five marijuana eradication operations while employed
12 as a Deputy with the Mendocino County Sheriff's Office and has seen growing marijuana plants
13 on no less 50 occasions.

14
15 -Your affiant has smelled growing and burning marijuana no less than fifty times.

16
17 -Your affiant has observed growing marijuana from the air no less than 4 times and has been
18 trained in the recognition of marijuana plants from above by a supervisor who had testified as a
19 marijuana expert (Clint Wyant)

20
21 **Your affiant says that the facts in support of the issuance of a search warrant are as**
22 **follows:**

23
24 The following statement details this investigation and the reason for the search and seizure of the
25 listed items/property:

26
27 On 07/07/22, Sgt. Wyant with the Mendocino County Sheriff's Office County of Mendocino
28 Marijuana Enforcement Team (C.O.M.M.E.T.), with the assistance of Special Agent Rowan,
29 conducted an over flight in the area of Covelo California. During the over flight, Sgt. Wyant and
30 Agent Rowan observed a large marijuana cultivation site located at 78140 Crawford Road. Sgt.
31 Wyant observed no less than nine hoop style greenhouses on the property and observed green
32 growing marijuana within at least six of the greenhouses. Sgt. Wyant estimated no less than 400
33 growing marijuana plants were observed within the hoop style greenhouses, but stated he
34 believed there to be over 1,000 marijuana plants in total on the property.

35
36 Sgt. Wyant provided me with a photograph of the property which was consistent with his above
37 statement to me. The photograph was attached to this document as "Exhibit D".

38
39 I began an investigation into the property. During the investigation I conducted an online parcel
40 search and learned the property had a listed address of 78140 Crawford Road, Covelo CA. and
41 an exact APN# of [032-460-33-00]. The property was listed as a 5 acre parcel The owners of the
42 property were listed as Lester Treppa 5/150 and Vacant 145/150 with a listed mailing address of
43 425 Lake Mendocino Drive in Ukiah Ca.

44
45 I checked the most recent Department of Cannabis Control (DCC) licensing spreadsheet for the
property, which was current as of 06/29/22. The state licensing spreadsheet showed there were

1 no active cultivation licenses through the State of California, for the purpose of cultivating
2 marijuana in excess of six plants for the property.

3
4 On 07/08/22, I contacted Department of Cannabis Control (DCC) Special Investigator Jaime
5 Masuda regarding the parcel. Special Investigator Masuda confirmed the property did not have a
6 valid permit or current license through the State of California for the purpose of cultivating more
7 than six marijuana plants.

8
9 Based on my investigation and Sgt. Wyant's observation of growing marijuana plants within the
10 greenhouses on 07/07/22, it appears unknown subjects on the properties are cultivating more
11 than six marijuana plants in violation of section 11358(c) H&S.

12
13 It has been my training and experience individuals involved in the marijuana trade and dealers
14 commonly maintain some records of transactions similar to those of a legitimate businessperson.
15 These records are commonly kept either in the residence, vehicle, on their person or the person
16 doing the maintenance of the cultivation area. These documents include receipts, contracts, and
17 estimates for work performed related to various aspects of cultivation site development. Such site
18 development activities include road construction and maintenance, earth-moving work, landing
19 development, general construction, greenhouse construction, electrical work, and associated
20 infrastructure development. It is also my training and experience that marijuana cultivators and
21 dealers will take home movies and photographs of themselves depicting site development and
22 other construction activities.

23
24 Based on my training and experience, I know individuals that engage in the unlawful cultivation
25 of marijuana may also be involved in manufacturing black market honey/hash oil often engage in
26 black market sales of honey/hash oil. These individuals often maintain, manipulate, measure,
27 weigh and package their products at place of relative safety. These places of safety include but
28 are not limited to households, apartment, trailers, storage units, or any other location in which
29 they have domain or control of. These products are often packaged into predetermined amount
30 and sold for predetermined amounts. Based on my training and experience, I know it is common
31 for individuals engaged in black market sales of cannabis to only travel with an amount on their
32 person when a deal had already been brokered. Often times these individuals will travel to their
33 "stash" or "grow" location acquire their product for the pre-arranged deal and travel directly to
34 the agreed upon transaction.

35
36 Additionally, I have found it necessary to seize keys, papers, and other documents, which tend to
37 show dominion and control by persons, present or not, over areas where contraband is found. The
38 papers and documents include bills, correspondence and receipts. In virtually all locations I have
39 searched during prior investigations, I have observed utility bills pertaining to the location, and
40 personal letters addressed to occupants of the location, which will identify persons in control of the
41 premises.

42
43 Based on my training experience, I know that person(s) who cultivate marijuana, or who are
44 involved in the marijuana trade know the value of their product. I know marijuana and other
45 illicit drug sales generate large amounts of unreported cash and these caches of money are often
too large to be placed into legitimate banking institutions without raising suspicion and

1 prompting an investigation by law enforcement. Based on my training and experience, I know
2 large amounts of cash are located in the home, or properties of marijuana distributors. Many
3 subjects involved in the marijuana trade will not contact law enforcement in regard to their
4 affairs if they fall victim to a robbery, or assault, fearing an investigation will lead to their
5 apprehension and prosecution. Therefore, marijuana cultivators will often arm themselves
6 against subjects who would attempt to commit robbery and burglary of their illegal substances
7 and profits, and many times these subjects are armed when confronted by law enforcement.

8
9 Based on my training and experience, I know it is common for people who cultivate, store,
10 process, use, and sell marijuana, and other drugs to arm themselves with, but not limited to
11 firearms, crossbows, knives/swords, bows and arrows, billy clubs, and other weapons for what
12 they claim to be personal "protection" from "rip-offs" and other thefts or assaults against them.

13
14 I know that during the service of this Search Warrant there may be articles of personal and/or
15 business property tending to establish the identity of persons who have dominion and control
16 over the premises, business, vehicles, and/or items to be seized. I believe that these items will
17 tend to connect the premises, locations, persons, and vehicles to be searched with the items to be
18 seized and the case being investigated. It is my opinion that these types of items are usually
19 present at the location sought to be searched by this Search Warrant and that they will therefore
20 likely still be found in the location, and/or the person to be searched.

21
22 I know that persons involved in marijuana cultivation frequently have cellular telephones that have
23 internet capabilities just as a home computer does. I know from my training and experience that
24 people communicate today with cellular telephones via text messaging, multimedia messaging, and
25 by telephone calls on regular basis. This electronic data including the call history, contact list
26 (address book), inbound/outbound text messages, and inbound/outbound/missed telephone calls
27 can provide additional evidence in this criminal investigation.

28
29 Based on my training and experience and previous investigative experience, I know people who
30 possess, possess for sale and cultivate marijuana, use the telephone to arrange sales and
31 purchases of marijuana and often deliveries to their residence or make deliveries from their
32 residence pursuant to these telephone calls. Answering the telephone will produce further
33 evidence possession for sale of cannabis on the occupant (s) of the residence and may reveal the
34 identity of person and persons who may have purchased the cannabis in the past or may reveal
35 the source of the marijuana. I request that the searching officers are granted authorization to
36 answer any and all telephones, including cellular telephones and converse with callers who
37 appear to be calling in regard to cultivation, possession and/or the possession for sales of
38 cannabis, note and record the conversation without revealing their identity, but only for the time
39 reasonably required to execute this warrant.

40
41 Based upon the foregoing investigation, facts stated herein, and my training and experience, I
42 believe the crime of 11358(c) HS was committed and that evidence of such crime, as described
43 in exhibit "B", will be found at the locations described in exhibit "A". Furthermore, it is your
44 affiant's opinion that the execution of a search warrant would reveal other potential felony
45 crimes. For the reasons stated above, I request this court issue a warrant to search for such items.

Exhibit “D”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

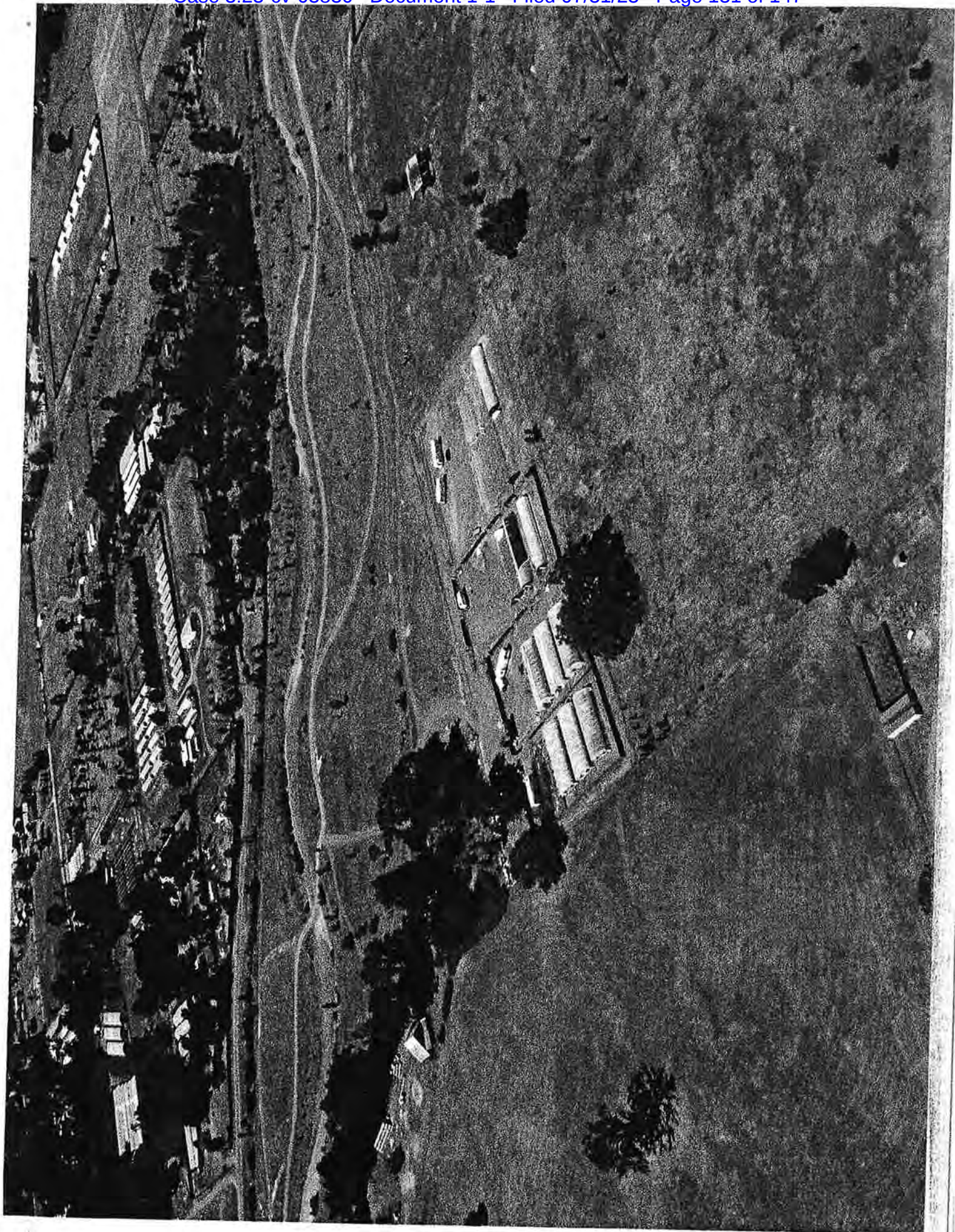


Exhibit 8

Exhibit 9

Google Earth Pro



Search

39.81945, -123.26599

ex: NYC

Get Directions History

39.81945, -123.26599

Places

- My Places
- Sightseeing Tour
 - Make sure 3D Buildings layer is checked
 - Albion
 - Yorty Creek
 - cow mountain
 - Willits
 - lake house ride 1
 - Untitled Placemark
 - courtney
 - hwy 20
 - Temporary Places

Layers

- Primary Database
- Upgrade available
- Announcements
- Borders and Labels
- Places
- Photos
- Roads
- 3D Buildings
- Weather
- Gallery
- More
- Terrain



lat 39.821899° lon -123.266639° elev 1427 ft eye alt 4707 ft

Exhibit 10

Search...

Property Data	
APN	032-460-33
Owner Name	TREPPALESTER 0 & VACANT
Parcel Situs Address	78140 CRAWFORD RD, COVELO, CA 95428-9600
Owner Mailing Address	425 LAKE MENDOCINO DR, UKIAH, CA 95462-9433
Deed ID	[no data]
Deed Date	[no data]
Year Built	[no data]
Land Value Assessed	1,162
Improvement Value Assessed	0
Total Value Assessed	1,162
Parcel Size	5.00 AC
Situs Zip Code	95428
Land Use Class	VACANT
Land Use Code	8008

Title Information

Assessor Parcel Map



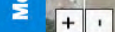
ENPLAN

Map data ©2022 INEGI Imagery ©2022



Search...

Mendocino County



Property Data

APN	032-460-33
Owner Name	TREPPA LESTER O & VACANT
Parcel Situs Address	78140 CRAWFORD RD, COVELO, CA 95428-9666
Owner Mailing Address	425 LAKE MENDOCINO DR, UKIAH, CA 95482-9433
Deed ID	[no data]
Deed Date	[no data]
Year Built	[no data]
Land Value Assessed	1,162
Improvement Value Assessed	0
Total Value Assessed	1,162
Parcel Size	5.00 AC
Situs Zip Code	95428
Land Use Class	VACANT
Land Use Code	8008

Title Information

Assessor Parcel Map

ENPLAN

Map data ©2022 INEGI Imagery ©2022



Exhibit 11

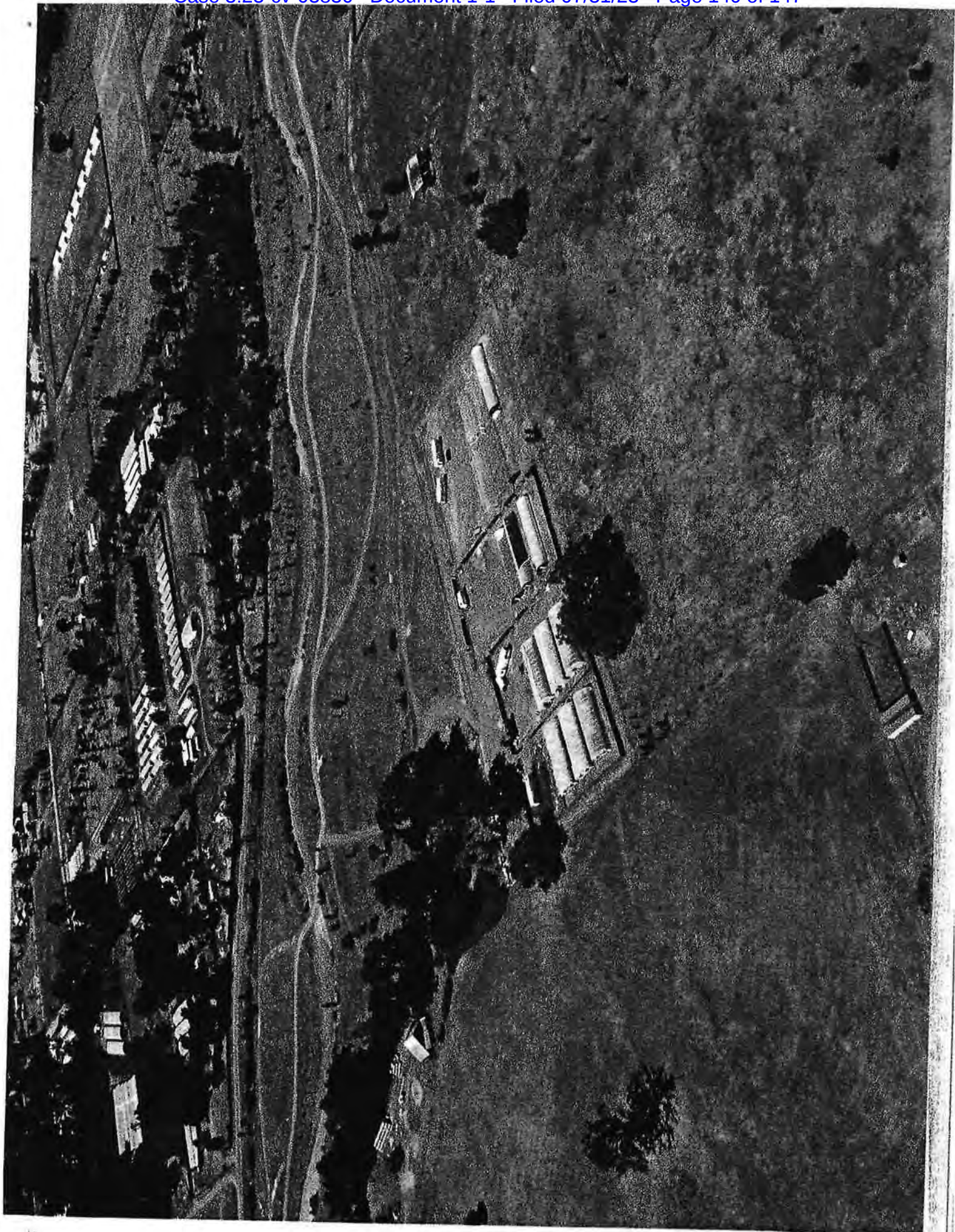


Exhibit 12

Exhibit 13

JAN 11 '23 PM 1:55
REC'D EXECUTIVE OFFICE

NOTICE OF CLAIM
AGAINST THE COUNTY OF MENDOCINO
(Government Code Section 910 et seq.)

INSTRUCTIONS (Please read carefully):

- * Claims related to injury to person, damage to personal property, or employee claims, by any person, government agency or entity of any type, must be presented to the County within (6) months from the date of loss.
- * Claims related to any other loss must be presented not later than (1) year from the date of loss.
- * Answer all items fully and to the best of your knowledge and information. Failure to do so may result in your claim being found insufficient.
- * If more space is needed to provide requested information, please attach additional pages identifying paragraph(s) being answered.
- * Legal advice concerning your claim should be obtained from your own lawyer.

MAIL COMPLETED FORM TO:

Mendocino County Board of Supervisors
Attn: Clerk of the Board
501 Low Gap Road, Room 1010
Ukiah, CA 95482

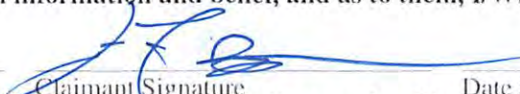
Date Received by BOS

1. Claimant's Name: GARY CORDOVA Daytime Phone: (707) 468-8300
2. Claimant's Mailing Address: 280 N OAK STREET, UKIAH, CA 95482
3. Home Phone: (707) 468-8300 Date of Loss: JULY 15, 2022 Time of Loss: _____
4. Location of Loss (Specify in as much detail as possible, example: corner of State and Perkins):
78140 CRAWFORD ROAD, COVELO, APN 032-460-33-00
5. Description of incident/accident which caused you to make this claim: Members of the Mendocino County Sheriff's Office, including but not limited to Sgt. Wyant, Deputy Del Fiorentino, search and destroyed property at the location of loss, without probable cause. All of the damage arose from the execution of search warrant number 2022-15531.1. The damaged property was within Indian Country. (18 USC 1151) The cultivation was lawful under the Compassionate Use Ordinance of the Round Valley Tribes.
6. What specific injury, damages or other losses did you incur? The loss and damage to property at the location of loss, violations of Constitutional rights, in an amount according to proof.
7. What amount of money are you seeking to recover? (check one of the boxes below)
 The amount claimed is less than \$2,000. Enter the amount claimed here: \$ _____
 The amount claimed is more than \$2,000. Enter the amount claimed here: \$ greater than \$2000, according to proof.
 Please attach any and all itemized bills, repair estimates, receipts, etc.
8. What are the name(s) of the County employee(s) whom you allege caused your injury, damage or loss, if known? Timothy Del Fiorentino #2725, Sgt. Wyant, and Does 1 - 50,
9. All notices and communications with regard to this claim will be directed to the Claimant shown in lines 1 and 2 above.

I/WE, the undersigned, declare under penalty of perjury that I/WE have read the foregoing claim for damages and know the contents thereof; that the same is true of my/our own knowledge and belief, save and except as to those matters wherein stated on information and belief, and as to them, I/WE believe to be true.

GARY CORDOVA

Claimant Printed Name



Claimant Signature

Date Signed

Editte Lerman, attorney for Claimant

1/11/2023

PLEASE SEE REVERSE SIDE FOR WARNING.

Exhibit 14



COUNTY OF MENDOCINO
Executive Office
Risk Management Division

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@mendocinocounty.org
Website: www.mendocinocounty.org

Office: (707) 463-4441
Fax: (707) 463-5649

January 30, 2023

Gary Cordova
c/o Editte Lerman
280 N Oak St
Ukiah CA 95482

Dear Mr. Cordova,

NOTICE IS HEREBY GIVEN that the claim you presented to the County of Mendocino on January 11, 2023 was rejected on January 30, 2023.

WARNING

Subject to certain exceptions, you have only six (6) months from the date that this notice was personally delivered or deposited in the mail to file a court action on this claim. [See Gov. Code § 945.6] You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult with an attorney, you should do so immediately.

Please also be advised that pursuant to California Code of Procedure sections 128.5 and 1038, the County will seek to recover all costs of defense in the event an action is filed in the matter and it is determined that the action was not brought in good faith and with reasonable cause.

Sincerely,

Heather Correll Rose

Heather Correll Rose
Risk Manager

CC: County Counsel