



December 18, 2015

Tribal Council

Leland Kinter  
Chairman

James Kinter  
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Member

Matthew Lowell, Jr.  
Member

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

*Re: Land Acquisition Application - Yocha Dehe Wintun Nation  
Benewihno Kewe Property*

Dear Director Dutschke:

On behalf of the Tribal Council and Members of the Yocha Dehe Wintun Nation ("Tribe"), I submit this fee-to-trust application for APN 048-010-005, 048-010-006, 048-010-007 and 048-010-026, commonly referred to by the Tribe as the "Benewihno Kewe" Property. The Benewihno Kewe Property involves approximately ± 256.38 acres of land located roughly 2000 feet from the Tribe's reservation lands. The Tribe owns the Property in fee and desires that the United States accept the Property to be held in trust for the Tribe. This letter and its enclosures address each of the requirements outlined in 25 C.F.R. Part 151, governing the Bureau of Indian Affairs' requirements for the processing of discretionary fee-to-trust application, as discussed below.

### **1. Applicable Regulations & Policies**

Section 25, Part 151 of the Code of Federal Regulations, along with 52 IAM Ch. 12, set forth the authorities, policies and procedures governing the acquisition of land by the United States in trust for the benefit of Indian tribes. Part 151 provides that the Secretary may acquire land in trust for a tribe where (1) the land is within or adjacent to the exterior boundaries of the tribe's reservation, (2) the tribe already owns an interest in the property in question, or (3) the land is necessary to facilitate tribal self-determination, economic development, or tribal housing. § 151.3(a).

Yocha Dehe Wintun Nation

PO Box 18 Brooks, California 95606 p) 530.796.3400 f) 530.796.2143 www.yochadehe.org

In determining whether to approve a tribe's request to accept fee land in trust, the Secretary must consider the following: (1) the existence of statutory authority for the acquisition (§§ 151.11(a); 151.10(a)); (2) the tribe's need for additional trust land (§§ 151.11(a); 151.10(b)); (3) the proposed use for the land (§§ 151.11(a); 151.10(c)); (4) the impact on the state in which the land is located, and its political subdivisions, resulting from removal of the land from the tax rolls (§§ 151.11(a); 151.10(e)); (5) jurisdictional problems and conflicts that may arise as a result of the transfer of the land in to trust (§§ 151.11(a); 151.10(f)); (6) whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from acquisition of the land in trust (§§ 151.11(a); 151.10(g)); and (7) compliance with 516 DM 6, appendix 4, the National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations (§§ 151.11(a); 151.10(h)). Where, as here, the land in questions is not within the boundaries of or adjacent to tribal trust lands, the Secretary must also consider (1) the location of the land relative to state boundaries, and its distance from the boundaries of the tribe's reservation, giving greater scrutiny to the tribe's justification of anticipate benefits from the acquisition as the distance between the tribe's reservation and the land to be acquired increases (§ 151.11(b)), and (2) where the land is being acquired for business purposes, consider the tribe's plan specifying the anticipated economic benefits associated with the proposed use (§ 151.11(c)). Additionally, once the Secretary determines that a trust acquisition request will be approved, a title examination must be conducted to determine whether any liens, encumbrances or infirmities make title to the land unmarketable. § 151.13. Each of these considerations is addressed in turn below.

Bureau of Indian Affairs policy further requires that a tribe seeking to have lands acquired in trust must provide: (1) a duly enacted tribal resolution, memorializing the tribe's intent that the lands be acquired by the United States in trust, and (2) copies of deeds vesting fee title in the tribe. In light of these requirements, the Tribe submits duly enacted Resolution No 12-15-15-01, which is enclosed as **Exhibit A**, and copies of the deeds vesting fee title to the Benewihno Kewe Property in the Tribe, enclosed as **Exhibits B1-B2**.

## **2. Statutory Authority (25 C.F.R. §§ 151.11(a); 151.10(a))**

### **A. Indian Reorganization Act**

Pursuant to the Indian Reorganization Act (25 U.S.C. §§ 461 et seq.) ("IRA"), the Secretary may acquire any interest in land for the purpose of providing land for Indian tribes who accepted the provisions of the IRA. On June 12, 1935, members of the Tribe voted to accept the provisions of the IRA. See *Theodore H. Haas, Ten Years of Tribal Government Under I.R.A.*,

Haskell Institute Printing Department (1947). Thus, the IRA provides the requisite statutory authority for this trust acquisition.

**B. *Carcieri v. Salazar* Does Not Affect the Secretary's Ability to Accept Land in Trust for the Yocha Dehe Wintun Nation**

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

Notably, the Supreme Court's decision in *Carcieri* fails to provide any guidance in determining what constitutes "under federal jurisdiction" for purposes of the IRA; however, the calling and holding of an IRA election for a tribe has been sufficient evidence of a tribe's status as being "under federal jurisdiction" in 1934. *See, e.g., Stand Up for California, et al., v. U.S. Department of the Interior*, 919 F. Supp. 2d 51 (D.C.D. 2013). The Secretary conducted an IRA election at the Nation (at that time called the Rumsey Indian Rancheria) and, as stated above, members of the Tribe voted to accept the provisions of the IRA. Indeed, the Bureau has previously determined that the Tribe was "under federal jurisdiction" in 1934 as a result of this election. *See* Notice of Decision, Yocha Dehe Wintun Nation Fee-to-Trust Application (Apr. 28, 2014).

**3. Location and Description of the Property (25 C.F.R. § 151.9)**

The Benewihno Kewe Property consists of approximately ±256.38 acres in the aggregate and is comprised of the following parcels:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE  
UNINCORPORATED AREA IN COUNTY OF YOLO, STATE OF  
CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

That tract and parcel of land bounded by a line beginning at the Southeast corner of land owned by Thomas J. Hutchinson, as shown by deed recorded in Book 40 of Deeds, page 519, Yolo County Records (said corner being at the intersection of the center line of the County Road with the division line between the lands of Arnold and Gillig and those of Henry Rhodes); and running thence north 1617 feet along the center of the County Road to the Southeast corner of the land of Samuel Wright; thence West 1580 feet along the South boundary line of said Wright's land to the center of arroyo; thence Southerly along the center of said arroyo and the West branch thereof to the division (or Grant) line between said lands of Arnold and Gillig and those of Henry Rhodes; thence East 2135 feet along said division (or Grant) line to the point of beginning.

Parcel 2:

Beginning at the Southeast corner of the land owned by J. M. Johnson as shown by deed recorded in the office of the County Recorder of said Yolo County, in Book 33 of Deeds, page 278, and running thence North 543 feet along the East boundary of said J.M. Johnson's land to the South bank of a small arroyo; thence North 79° East, 738 feet; thence North 44° 30' East 2332 (332) feet; thence North 56° 30' East, 129 feet; thence North 8° 30' East, 148 feet; thence North 75° 30' East 126 feet; thence North 81° East 166.5 feet; thence North 6° 30' East 207 feet; thence North 66° 30' East 77 feet; thence North 29° East 171 feet along the South side of arroyo and the South boundary of the land of Samuel Wright; thence East along said South boundary of said Samuel Wright's land 1307 feet to the center of arroyo; thence Southerly along the center of said arroyo and the West branch thereof to the division or grant line between the land of Arnold and Gillig and those of Henry Rhodes; thence West 2223 feet along said grant line to the point of beginning.

Parcel 3:

Beginning at the Northeast corner of the land of J. M. Johnson, as shown by deed recorded in Book 33 of Deeds, page 278, Yolo County Records, and running thence South along the East boundary of said J. M. Johnson's land 1604 feet to the South bank of a small arroyo; thence North 79° East, 738 feet; thence North 44° 30' East 332 feet; thence North 56° 30' East, 129 feet; thence North 08° 30' East,

148 feet; thence North 75° 30' East, 126 feet; thence North 66° 30' East, 77 feet; thence North 29° East, 171 feet along the South side of said arroyo to the South boundary of lands of Samuel Wright; thence West 1317 feet to the Southwest corner of the lands of said Samuel Wright's land; thence North 08° 15' West, 846 feet along the West boundary of said Wright's land; thence North 89° 30' West, 295 feet; thence North 71° West, 415 feet; thence North 64° West, 322.8 feet to the bottom of a small arroyo; thence South 60° 45' West, 150 feet to an oak tree 4 feet in diameter; thence South 03° 30' East, 501.7 feet; thence South 13° 30' East, 592 feet to the North boundary line of said J. M. Johnson's land; thence East along said Johnson's North boundary 122 feet to the place of beginning.

Excepting therefrom that parcel deeded to Jacob C. Winter, by instrument recorded in Book 79 of Deeds, page 154, Yolo County Records.

Parcel 4:

Beginning at a 6-inch iron fence corner post on the South line of County Road 78, as shown on that Record of Survey for Loen Hill filed in Map Book 2002; Page 4, Yolo County Records, said point of beginning also being the most Northeasterly corner of Block 8 of the McMillan Tract, filed in Book 1 of Maps, Page 9-A; and thence form the true point of beginning along the Southerly line of said County Road 78, also being the North line of said McMillan Tract, N. 89 Degrees 22' 06" W. 1948.50 feet to the Northwest corner of Block 6 of said McMillan Tract; thence leaving said North line of the McMillan Tract S. 63 Degrees 55' 25" W. 1312.77 feet; thence S. 15 Degrees 47' 00" E. 564.71 feet and S. 24 Degrees 36' 44" E. 877.57 feet along the Westerly line of Block 5 of said McMillan Tract; thence along the Southerly line of Blocks 5, 6, 7 and 8 of said McMillan Tract, N. 71 Degrees 13' 27" E. 2743.24 feet to the Southeast corner of said Block 8; thence along the line between Block 8 and Block 9 of said McMillan Tract N. 00 Degrees 37' 54" E. 1013.94 feet to the point of beginning.

Further described as Parcel 2 on that certain Certificate of Compliance Lot Line Adjustment recorded November 8, 2002, Instrument No. 2002-0048625, Official Records.

ALSO EXCEPTING THEREFROM an undivided 1/2 interest of all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in Deed to Lloyd H. Muit and Elizabeth H. Muit, his

wife, as Joint Tenants dated June 5, 1942 and recorded August 19, 1942 in Book 182 of Official Records, Page 44, Yolo County Records

Parcel 5:

An easement for ingress and egress over and across the Easterly 35 (as measured along the Southerly line) of the following described property.  
Beginning at the most Northeasterly corner of Parcel 1, Parcel Map No. 2509, filed January 21, 1976 in Book 3 of Parcel Maps, at Page 9, Yolo County Records, said corner being on the Southerly right of way line of County Road No. 78, thence along the Easterly line of said Parcel 1, South 00 Degrees, 37' 54" West 89.98 feet to an angle point in said Easterly line; thence leaving said Easterly line, North 63 Degrees, 55' 25" East to the most Northeasterly corner of Block 5 of said McMillan Tract, said corner being on the Southerly right of way line of the aforementioned County Road No. 78, thence along said Southerly right of way line, North 89 Degrees, 22' 06" West 178.61 feet to the point of beginning, as described in Deed to Robert W. Jarvis recorded June 16, 1987 in Book 1866 of Official Records, Page 564, Yolo County Records.

APN 048-010-05, 048-010-06, 048-010-07, 048-010-026

Copies of the Assessor Parcels Maps for the Property are enclosed as **Exhibit C-1 and C-2**. Copies of the recorded documents listed in the legal land description for the Property are enclosed as **Exhibits D-1 through D-9**.

The Benewihno Kewe Property lies roughly 2,000 feet from the exterior boundary of the Tribe's reservation lands (almost directly across State Highway 16 from the Tribe's gaming facility, Cache Creek Casino Resort and convenience store). Maps depicting the Property relative to the Tribe's trust lands are enclosed as **Exhibits C-3 and C-4**. Access to the Property is through State Route 16 and County Road 78.

Benewihno Kewe is surrounded by undeveloped, open space and agricultural lands. There also is nearby a privately-owned vineyard and winery (Capay Valley Vineyards), a post office, a state-owned fire department, the Tribe's residential/governmental community, and a Tribal cultural resource center. The Tribe operates its own fire department, and owns a convenience/gas station store, gaming resort and golf course, which are clustered along State Route 16, about 2,000 feet to the south.

Three of the Benewihno Kewe Property parcels are subject to the California Land Conservation Act of 1965 (commonly referred to as the Williamson Act), and notices of non-renewal of the Williamson Act contracts have been filed for each of these parcels, as summarized in the chart below. Copies of the contracts and notices of non-renewal are enclosed as **Exhibit E** for your reference.

Parcel No.	Termination Date	Non-Renewal Recordation	Contract No.	Contract Date.
048-010-05	March 1, 2025	2015-0034539-00 (Exhibit E-1)	75-384 (Exhibit E-2)	12/29/1975
048-010-06	March 1, 2025	2015-0034540-00 (Exhibit E-3)	71-274 (Exhibit E-4)	2/1/1971
048-010-07	March 1, 2025	2015-0034539-00 (Exhibit E-1)	75-384 (Exhibit E-2)	12/29/1975

#### 4. Tribe's Need for Acquisition of the Property in Trust (25 C.F.R. § 151.10(b)).

A Tribe need not be literally "landless" (meaning that the United States does not hold land in trust for the Tribe) to establish a "need" for additional trust lands. See *State of Kansas v. Acting Southern Plains Regional Director, Bureau of Indian Affairs*, 36 IBIA 152, 155 (2001). Likewise, the requisite "need" for trust land need not be financial; in other words, the Tribe need not be suffering financially in order for the United States to accept additional lands in trust for the Tribe. See *Avoyells Parish, Louisiana, Police Jury v. Eastern Area Director, Bureau of Indian Affairs*, 34 IBIA 149, 153 (1999). Among other things, a showing that existing trust lands have been fully developed, and that additional land is necessary in order to improve the economic and social wellbeing of the Tribe, is enough to satisfy the "need" requirement. *Id.*

Acquisition of the Property in trust is essential to the Tribe's on-going efforts to restore our ancestral land base, so as to ensure the self-determination of its people. It is also important to sufficiently diversify the Tribe's economic development efforts within our own sovereign territory. The Capay Valley, which encompasses the Property, is the Tribe's ancestral homeland. It is at the heart of our culture and heritage, and nothing is more vital to the continuation of our traditional way of life than our unique and long-standing connection with this land. Maintaining the rural character of the Tribe's lands and the surrounding lands is of vital importance to the Tribe. This can best be achieved through the Tribe's exercise of jurisdiction over the land, as well as the creation of a "buffer zone" between the Nation and surrounding non-tribal lands.

Acquisition of the Property in trust helps to create this “buffer zone,” and is necessary for the Tribe to exercise its sovereign jurisdiction over the land to its fullest extent.

As noted in Section 4 below, the Benewihno Kewe Property is used to produce olives used by the Tribe in the production of wine and olive oil at the Séka Hills Olive Mill, as well as to graze cattle. The Séka Hills Olive Mill is an important piece of the Tribe’s overall economic development plan. The Tribe believes that economic development ventures other than gaming are vital to the Tribe’s continued exercise of self-determination and self-governance. Accordingly, the Tribe has invested significant resources in the development of economic development ventures — such as the Séka Hills Olive Mill — to help ensure the financial stability of the Tribe now and in the future.

Finally, the only way to ensure that the Tribe continues to be, at minimum, the beneficial owner of the Property is for the United States to accept the Property in trust. As stated above, this trust acquisition is a prerequisite to the Tribe’s ability to exercise the full range of its sovereign jurisdiction over the Property. Indeed, the trust status of certain lands, and the ability of the Tribe to exercise jurisdiction over those lands, is also a prerequisite to eligibility for several federal grant programs. The Tribe must be able to exercise its jurisdiction to the fullest extent in order to ensure that the Property is adequately maintained and protected for generations to come.

#### **5. Current and Proposed Use of the Property, and Business Plan (25 C.F.R. §§ 151.10(c), 151.11(c))**

The Benewihno Kewe Property is presently used for agricultural purposes, and the Tribe intends to continue such use if the Property is accepted in trust.

The Tribe presently uses the vast majority of the Property for grazing cattle and to grow olives, which the Tribe uses in connection with its Séka Hills brand, under which the Tribe produces wine, olive oil and honey. The Property is the site of the Séka Hills Olive Mill, a 14,000 square foot state-of-the-art facility where the Tribe mills, stores and bottles Séka Hills olive oils. The facility also features a tasting room where visitors can taste the Tribe’s Séka Hills wines, as well as meeting and catering facilities. The Tribe’s current and planned use of the Property is consistent with the current Yolo County zoning designation.<sup>1</sup>

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<sup>1</sup> The area in question is currently zoned agricultural.



Enclosed as **Exhibit F** please find the Tribe's business plan associated with the Benewihno Kewe property, as required by 25 C.F.R. §151.11(c), which specifies the anticipated economic benefits associated with the Tribe's continued use of the Property for agricultural use and the production of olive oil, wine and honey.

**6. Impact Resulting from Removal of the Property from Yolo County Tax Rolls (25 C.F.R. § 151.10(e))**

Acceptance of the Property in trust will not have a significant impact on Yolo County's tax revenue because the aggregate amount of property taxes assessed on the value of the Property is diminutive in comparison to Yolo County's overall property tax revenue. According to Yolo County Assessor's Office, the total secured property taxes assessed by Yolo County in the 2015-2016 tax year was approximately \$ 21,956,032,963. See Yolo County Assessment Roll Summary 2015/2016, available at <http://www.yolocounty.org/home/showdocument?id=30866>. Taxes assessed on the value of the Property are comparatively de minimus, representing only 0.00026% of Yolo County's property tax assessments. The property tax amounts associated with each parcel, as well as a comparison of that amount to Yolo County's overall property tax base, is as follows:

Assessor Parcel No.	Annual Property Tax	Percentage of Yolo County Property Tax Revenue
48-010-07	\$65,042.91	0.0003%
48-010-06	\$860.00	0.000004%
48-010-05	\$308.26	0.000001%
48-010-026	\$10,972.34	0.0.00005%
<b>TOTALS</b>	<b>\$77,183.51</b>	<b>0.00035%</b>

Copies of the property tax statements for each parcel for the 2015-2016 tax year are enclosed as **Exhibits G-1 through G-4**.

The trust acquisition would have a negligible effect, if any, on the State's collection of taxes from the Tribe. Most of the products made and sold at the Olive Mill are food and thus non-taxable. With respect to the non-food products the Tribe sells at the Séka Hills Olive Mill, it pays the State approximately \$4,200 in annual sales tax. Of course, when the land is taken into trust, products sold to non-Indian persons for use outside the Tribe's sovereign territory would be subject to a comparable use tax.

In considering the impact of removing the Property from Yolo County's tax rolls, the Tribe's generous contributions both directly to, and to entities and organizations within, Yolo County cannot be ignored. As a result of the operation of several enterprises in Yolo County, including the Tribe's administrative offices, Cache Creek Casino Resort, Yocha Dehe Golf Club, Yocha Dehe Wintun Academy, and Yocha Dehe Fire Department, the Tribe is the largest private employer in Yolo County. Through the creation of over 2,500 jobs, Yocha Dehe's operations generate approximately \$161 million in employee compensation. These businesses also result in the purchase of goods and services from vendors within Yolo County, resulting in significant tax revenue for Yolo County and benefiting local businesses. Indeed, based on a fiscal and economic study the Tribe commissioned three years ago from an independent analyst, the Tribe's businesses results in approximately \$241 million in direct spending every year, and \$136 million in indirect and induced spending, for an overall annual economic output of \$377 million. Moreover, through the Yocha Dehe Community Fund, the Tribe has provided nearly \$25 million in financial support to nonprofit organizations and service providers in both Yolo and Sacramento Counties since the Fund's inception in 2000. In 2015 alone, the Community Fund partnered with over 50 organizations, nearly 70% of which are in Yolo County, including, as examples, the following groups:

Ark Preschool	Mexican American Concilio of Yolo County
Court Appointed Special Advocates	Cristo Rey High School
Davis Odd Fellows Lodge, #169	Douglass Middle School
Esparto High School Athletics	Esparto Junior Spartans
Hoes Down Harvest Festival	Knights Landing Children's Center
New Season Community Development	Rise, Inc.
Winters High School	Woodland Volunteer Food Closet
Yolo Community Care	Yolo Community Foundation
Yolo County Arts Council	Yolo County Children's Alliance
Yolo County Farm Bureau	Yolo County Veterans Coalition
Yolo Creek & Community Partnership	Yolo Crisis Nursery
Yolo County Sheriff's Team of Active Retired Seniors	Yolo Family Service Agency
Yolo Food Bank	Yolo Interfaith Immigration Network

In addition to contributions through the Community Fund, the Tribe also makes substantial payments to the State of California pursuant to the Gaming Compact between the Tribe and the State. Finally, the Tribe also makes sizable contributions to Yolo County to provide and also fund services traditionally funded by property tax revenue, including law enforcement, fire protection and emergency services (the Tribe's contributions in this regard are

more fully discussed in Section 7 below). Based on the independent economic study, the Tribe's payments to the County exceed any costs attributable to the Tribe's gaming operation by nearly \$5 million every year, meaning the County enjoys the right to use this money in its discretion as part of its general fund.

Without question, the Tribe's contributions as an employer in Yolo County, as well as through the Community Fund, Tribal-State Gaming Compact, and contributions to essential services, far exceed the contributions of any other entity in Yolo County, and indeed more than atone for lost tax revenue resulting from the Property's placement into trust.

**7. Potential Jurisdictional Concerns Arising from Acquisition of the Property in Trust (25 C.F.R. § 151.10(f))**

The Tribe does not anticipate that any jurisdictional conflicts will result from the Property's acceptance into trust. As explained above, the Property lies at the heart of the Tribe's ancestral territory, in the unincorporated area of Yolo County and across the highway from the Tribe's existing trust lands. The lands surrounding the Property are substantially undeveloped, open space or agricultural lands. Additionally, the lands lying directly adjacent the Property to the south are owned in fee by the Tribe. Lands one (1) mile to the north, and approximately one-third (1/3 mile, or 2,000 feet, to the south, of the Property are owned by the United States in trust for the Tribe. Given the proximity of the Property relative to the Nation and other Tribally-owned lands, it is improbable that jurisdictional conflicts will arise after the Property is taken into trust.

That the Tribe will no longer be bound by Yolo County's regulatory jurisdiction with respect to the Property does not give rise to concern. As noted above, the Tribe has no plan to change the existing use of the Benewihno Kewe Property; use which is permitted by Yolo County's present zoning designation for the Property. The Tribe shares Yolo County's interest in maintaining the rural character of the Capay Valley. Maintaining the rural character of the property, and protecting its natural and cultural resources, is one of the reasons why the Tribe is requesting acquisition of the Property in trust.

As a result of Public Law 280 (18 U.S.C. § 1162; 25 U.S.C. § 1360), all criminal, and some civil, jurisdiction over the Property will remain the same, despite the Property's trust status. Thus, the State and its political subdivisions will continue to maintain a degree of control over certain activities on the Property, even after the Property is acquired in trust.

Also, as indicated above, the Tribe provides and funds law enforcement, fire protection and emergency services not only on the Tribe's trust (and fee) lands, but throughout Yolo County:

Law Enforcement. The Capay Augmented Patrol (CAP), a partnership between the Tribe and the Yolo County Sheriff's Department, was established over a decade ago in order to provide expanded law enforcement services in the Capay Valley. CAP, which is funded by the Tribe, employs three full-time deputies and a fully equipped patrol vehicle. CAP allows the Sheriff's Department to serve the Capay Valley 24 hours per day, five days per week.

Fire Protection. The Yocha Dehe Fire Department is the designated first responder to fire and emergency medical incidents (including confined space, trench rescue) within the area between Interstate 505 to the east, and the Yolo County line to the west, both in and outside of the Nation. The Tribe has invested a significant sum of money in the creation of a fully equipped, state-of-the-art fire station. The Tribe's Fire Department is the first (and so far, only) tribal fire department to have achieved accreditation from the Commission on Fire Accreditation International, and is, in fact, one of only 217 departments internationally that possess this accreditation. All Tribal fire fighters are trained in swift water rescue, vehicle extraction, trench rescue, low angle rescue, and confined space rescue. Until the Yocha Dehe Fire Station was constructed in 2005, the Tribe augmented the Capay Fire Department budget by \$300,000 over the course of two years to cover the costs associated with services to the Nation.

Emergency Services. The Yocha Dehe Fire Department is the only fire department in Yolo County to provide paramedic service in Yolo County. This costly and valuable service is provided at no charge to the general public. If not for the Tribe, this level of service would simply not exist in the Capay Valley. Additionally, the Tribe is a member of a Shared Services Agreement with five other area governments (Yolo County, City of Woodland, City of Davis, City of West Sacramento and City of Winters) and through that agreement, helps staff the Yolo County Office of Emergency Services' (OES), which provides management emergency services throughout Yolo County. As of this writing, the Tribe has contributed over \$290,000 to OES during the past six years, and it is continuing to work with several other jurisdictions in Yolo County to share in OES' costs. Not only does the Yocha Fire Department provide excellent emergency services within Yolo County, its existence actually saves the county money by upgrading the county's Insurance Services Office (ISO) rating.

Mutual & Automatic Aid Agreements. Through mutual aid agreements, the Yocha Dehe Fire Department assists other local departments with the provision of fire and emergency services. Approximately 29% of the Department's calls involve incidents located outside of the Nation. Additionally, the Yocha Dehe Fire Department, Capay Valley Fire Department, Esparto Fire Protection District, Madison Fire Protection District and Williams Fire Protection District maintain an Automatic Aid Agreement, which commits the five departments to aid one another when necessary, in order to provide sufficient coverage to the entire Capay Valley. Finally, the Yocha Dehe Fire Department has led the creation and coordination of a multi-jurisdictional search and rescue team that includes the Yocha Dehe Fire Department, Capay Valley Fire Protection Department, and the Yolo County Sheriff's Department.

The Yocha Dehe Fire Department has recently registered its Type II Medium Rescue with the California State Office of Emergency Services, which put the apparatus into the state-wide mutual aid system during major incidents. The Department has recently constructed a three-story training facility that is available to, and benefits, all fire departments in Yolo County.

**8. Potential Additional Burdens on the Bureau Resulting from this Trust Acquisition (25 C.F.R. § 151.10(g))**

The federal trust responsibility for Indian Tribes and people is deeply rooted in the precedent of the United States Supreme Court, as well as the vast body of federal law, policy and procedure governing the unique relationship between Indian tribes and the United States. This "unique relationship" has long been understood to include federal oversight of, and responsibility for, lands held in trust by the United States for Indian Tribes. As a result, the Property's acceptance into trust will confer upon the United States a trust responsibility in connection with the Property, to be carried out by the Bureau of Indian Affairs.

Accepting the Benewihno Kewe Property in trust will not impose any significant additional responsibilities or burdens on the Bureau beyond those already inherent in the federal trusteeship over the Tribe. Indeed, it is likely that the burdens imposed on the Bureau in processing this request will be greater than the aggregate of any additional burdens that may be imposed as a result of acquisition of the Property in trust. The Tribe does not anticipate that significant Bureau services or assistance will be required, with the exception of ministerial actions such as review, approval and recording of leases and easements, recording of transfer documents, and approval of extended contracts affecting trust lands. Despite this transfer, the Tribe will continue to ensure that essential government services — natural resources protection,

fire protection, security, emergency services — are provided on the Benewihno Kewe Property using existing federal allocations and/or Tribal funds. The Tribe is committed to working with the Bureau, to the greatest extent possible, to minimize the additional burdens that may result from acceptance of the Property in trust.

#### 9. Title Requirements (25 C.F.R. § 151.13)

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

Enclosed as **Exhibit H** please find a commitment to issue title insurance prepared by the Fidelity National Title Insurance Company, Commitment Number FSSE-0101400958, dated November 18, 2014 (“Commitment”). The Commitment contemplates an ALTA U.S. Policy - 9/28/91, and will list the “United States of America, in Trust for the Yocha Dehe Wintun Nation, California” as the proposed insured prior to the acceptance of the land in trust, as required by §§5(a)(1) and (2) of the Title Standards. The amount of liability is not currently set, but will be amended to correspond with the estimated market value of the property, as required by §5(c) of the Title Standards, prior to issuance of the final policy.

Section 5(a)(5) of the Title Standards requires that Schedule “B” of the title commitment list any exceptions to the proposed title policy, including any liens, easements, or similar encumbrances on the property. Schedule “B” of the Commitment does not contain any title exceptions that would generally be unacceptable to the United States, such as unpaid taxes, mortgage liens, access issues, or special assessments which create or have the potential to create a lien on the property. We have included copies of all instruments referenced in the title commitment as required by §5(a)(6) of the Title Standards, and have briefly addressed each exception listed in Schedule “B” below. **The Tribe has determined that these exceptions are acceptable as they will not interfere with the Tribe’s continued, agricultural use of the Benewihno Kewe Property.** This determination has been memorialized in the Tribal Resolution (**Exhibit A**) accompanying this request. Taxation matters, roadways and recorded documents referenced in the Schedule B exceptions are addressed in turn below:

- **Exceptions 1 through 7** concern property taxes, special and general, and other assessments for municipal services. The Tribe will ensure that all taxes and other assessments are fully satisfied.
- **Exception 8** concerns County Road No. 78 and Highway 16, which provide access to the Benewihno Kewe property.
- **Exception 9** concerns an easement for purposes of ingress and egress granted to Jacob G. Winter and Mary Winter Smith recorded October 7, 1915 at Book 88 of Deeds, Page 160, Yolo County Records. A copy of the recorded deed is enclosed as **Exhibit H-1**.
- **Exception 10** refers to an easement for road purposes granted to the County of Yolo recorded February 1, 1933 at Book 46, Page 20, Yolo County Official Records. A copy of the recorded deed is enclosed as **Exhibit H-2**.
- **Exception 11** refers to the Resolution Establishing and/or Enlarging An Agricultural Preserve recorded February 26, 1971 in Book 966, Page 421, Yolo County Official Records. A copy of the recorded document is enclosed as **Exhibit H-3**.
- **Exception 12** refers to covenants and restrictions imposed by a California Land Conservation Act (Williamson Act) contract recorded February 22, 1971 at Book 969, Page 132, Yolo County Official Records, and the associated notice of non-renewal recorded December 14, 2015 as Instrument No. 2015-00347539. Copies of the recorded contract and associated notice of non-renewal are enclosed as **Exhibits E-1 and E-2**.
- **Exception 13** refers to the Resolution Establishing and/or Enlarging an Agricultural Preserve recorded December 21, 1971 at Book 1001, Page 38, Yolo County Official Records. A copy of the recorded document is enclosed as **Exhibit H-4**.
- **Exception 14** refers to covenants and restrictions imposed by a California Land Conservation Act (Williamson Act) contract recorded January 24, 1972 at Book 1004, Page 361, Yolo County Official Records. A copy of the recorded contract is enclosed as **Exhibit H-5**. The Tribe's legal counsel has conferred with Yolo County and the County has confirmed that this Williamson Act contract was cancelled several years ago and that the parcel referenced therein is no longer subject to Williamson Act restrictions. This prior cancellation is confirmed by the fact that the referenced parcel (048-010-026) does not appear on the most recent notice filed by Yolo County concerning parcels subject to

Williamson Act restrictions (*see* exception 19 below). Unfortunately, this non-renewal occurred before Yolo County adopted the practice of recording notices of non-renewal and, as a result, public records do not reflect that the contract has been cancelled. We will work with legal counsel and the title company to ensure this exception is removed prior to the issuance of a final title policy.

- **Exception 15** refers to the Resolution Establishing and/or Enlarging an Agricultural Preserve recorded February 17, 1976 at Book 1179, Page 34, Yolo County Official Records. This resolution affects all parcels currently subject to Williamson Act Contracts. A copy of the recorded resolution is enclosed as **Exhibit H-6**.
- **Exception 16** refers to covenants and restrictions imposed by a California Land Conservation Act (Williamson Act) contract recorded February 24, 1976 at Book 1180, Page 75, Yolo County Official Records, and the associated notice of non-renewal recorded December 14, 2015 as Instrument No. 2015-0034540. Copies of the recorded contract and associated notice of non-renewal are enclosed as **Exhibits E-3 and E-4**.
- **Exception 17** refers to an easement for purposes of a repeater stations granted to American Telephone and Telegraph Company recorded July 8, 1987 as Instrument No. 87-016288, Yolo County Official Records. A copy of the deed is enclosed as **Exhibit H-7**.
- **Exception 18** refers to a notice of manufactured housing unit or commercial coach foundation installation recorded January 21, 1994 as Instrument No. 94-002307 and the associated document recorded January 28, 1994 as Instrument No. 94-003066, Yolo County Official Records. Copies of the recorded notice and associated document are enclosed as **Exhibits H-8 and H-9**.
- **Exception 19** refers to the Notice Regarding Implementation of Senate Bill 863 for 2011 and List of Affected Parcels Pursuant to Government Code Section 51244 recorded March 2, 2011 as Instrument No. 2011-006167, Yolo County Official Records, and the related document recorded March 21, 2014 as Instrument No. 2014-0005887, Yolo County Official Records. The resolution and related document affect all parcels subject to Williamson Act restrictions in Yolo County, and attach lists of parcels within the County that were subject to Williamson Act restrictions on the date the document was issued. Copies of the recorded resolution and related document are enclosed as **Exhibits H-10 and H-11**.




- **Exception 20** refers to a road and utility easement granted to the County of Yolo recorded May 31, 2012 as Instrument No. 2012-0017049, Yolo County Official Records. A copy of the recorded deed is enclosed as **Exhibit H-12**.

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

No change in the current land use of the subject property in proposed, planned, or otherwise reasonably foreseeable. There are no extraordinary circumstances or other environmental concerns associated with the requested fee-to-trust transfer. Therefore, the proposed action qualifies for a categorical exclusion from NEPA pursuant to 40 C.F.R. § 1508.4, 43 C.F.R. §§ 46.205 to 46.215, and 59 IAM 3-H, Appendix 15, section 10.5(I).

Thank you for your time and attention to our request. Should you have any questions or concerns regarding this application, please do not hesitate to contact me at 530-796-3400.

Sincerely,



Leland Kinter  
Tribal Chairman, Yocha Dehe Wintun Nation

cc: Tribal Council, Yocha Dehe Wintun Nation

Enclosures (as stated)