



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WASHINGTON 25, D. C.

IN REPLY REFER TO:
Budget & Finance
Fiscal Appropriation

DEC 14 1951

Mr. James B. Ring
Area Director
Sacramento, California

Dear Mr. Ring:

Reference is made to your letter of November 19, 1951, requesting the establishment of a trust fund account for the "Shingle Springs Rancheria Indians of California" for the accounting of income accruing to the credit of the Indians.

According to the records of this Office, this Band is not organized under the Act of June 18, 1934. If this Band has any type of tribal organization, your advice thereon will be appreciated.

If it is determined that a Treasury account is necessary for this purpose, further details are necessary, covering (1) the general source of income including lease rentals that will be deposited to the account (2) the estimated amount of income per annum.

Your early report on the matter will be appreciated.

Sincerely yours,

*\$200 a year
leased by A. Bigelow
EXPIRES 12/31/51*

R. J. Eckstein
Acting Chief, Fiscal Section



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS
Central California Agency
Post Office Box 15740
Sacramento, California 95813

IN REPLY REFER TO: *JB*

Tribal Operations
103.3 Shingle Spring
(Verona Tract)

308-RPM

JUN 04 1974

TO THE MEMBERS AND LINEAL DESCENDANTS OF THE SACRAMENTO-VERONA
BAND OF HOMELESS INDIANS:

At a meeting held on January 20, 1974 the living members of the 1916 census roll of the Sacramento-Verona families five (5) individuals in all voted by a vote of 4 "For" and 1 "Against" to have a plan prepared for the sale of the Shingle Springs-Verona tract. Money received was to be divided among the living family members. They also appointed a committee of three members to work with the Bureau of Indian Affairs on checking the plan and on other matters pertaining to Shingle Springs that might appear.

When preparing the plan it was found that all living lineal descendants of individuals listed on the 1916 census roll would be eligible to share in the sale proceeds. When the matter was presented to the committee they wanted to talk the matter over and check over the tentative membership roll. They found some individuals' names that were not entitled to enrollment at Shingle Springs. They also decided to call another meeting of all the adult living members and adult lineal descendants and present to them the alternatives for their use in reaching an ultimate conclusion as to use of the property.

Therefore, in agreement with the committee, a meeting has been scheduled for June 16, 1974 at 2:00 P.M., in Room W-2340 in the Federal Building, 2800 Cottage Way, Sacramento, California. Please plan to be there.

Richard T. Swell
Superintendent

ED10-00500

EL DORADO LAFCO

LOCAL AGENCY FORMATION COMMISSION

550 Main Street Suite E • Placerville, CA 95667

Phone: (530) 295-2707 • Fax: (530) 295-1208

lafco@co.el-dorado.ca.us

www.co.el-dorado.ca.us/lafco

October 21, 2008

Cesar Caballero
6368 Pleasant Valley Road
El Dorado, CA 95623

Subject: Tribal Name

Mr. Caballero,

Per your request, this letter intends to clarify the documents found on the file for the Shingle Springs Rancheria Annexation to EID (LAFCO #87-15) project. The application materials were signed by Chairman Anthony Fonseca on behalf of the Shingle Springs Rancheria. Almost all materials in that file reference either the parcel in question (APN 319-100-37) or the "Shingle Springs Rancheria." However, neither of these two descriptions references the name of the Native American Tribe that lives on the Rancheria. The Tribe's name is only mentioned in the 1987 file in three documents:

- The April 1988 Minutes
- The July 1988 motion recommending LAFCO approval
- On a handwritten note in the LAFCO files

As LAFCO understands it, the name of the Tribe at the time of the 1987 application was, "Sacramento Verona Band of Homeless Indians." This name is corroborated by the El Dorado County Assessor's records. Please note that there is a possibility that the official name of the Tribe has been subsequently changed by the Bureau of Indian Affairs or by the Tribe itself.

Please contact me at 530-295-2707 if you have any questions regarding this letter.

Regards,



José C. Henríquez
Executive Officer

S:\Personal Folders\José\Projects\Tribe\Letter to Mr Caballero re Tribal Name.doc

COMMISSIONERS

Public Member: Francesca Loftis • Alternate Public Member: Norm Rowett

City Members: Carl Hagen, Ted Long • Alternate City Member: Mark Acuna


County Members: Ron Briggs, James R. Sweeney • Alternate County Member: Helen Baumann

Special District Members: Ken Humphreys, Harry J. Norris • Alternate Special District Member: Michael Cooper

STAFF

José C. Henríquez, Executive Officer • Erica Sanchez, Policy Analyst

Denise Tebaldi, Interim Commission Clerk • Andrew Morris, Commission Counsel

<p>Recording Requested By and When Recorded Mail To:</p> <p>El Dorado Irrigation District 2980 Mosquito Road Placerville, CA 95667</p> <p>Documentary Transfer Tax \$ <u>0</u> RTT 11922 ____ Computed on full value of property conveyed ____ Or computed on full value less liens and encumbrances remaining at time of sale</p> <p>EID <u>[Signature]</u> Signature of declarant of agent determining tax Permission to use pipeline from Grantor</p> <p>Project Name: S.S. Rancheria Waterline Replacement Parcel No: 319-100-37-100 (Project No. 07-87530)</p>	 <p>El Dorado, County Recorder William Schultz Co Recorder Office DOC- 2008-0059969-00 Acct 9-EL DORADO IRRIGATION DISTRICT Thursday, DEC 18, 2008 10:59:57 Ttl Pd \$0.00 Nbr-0001138129 JLB/C1/1-19</p>	<p>For County Recorder Use Only</p> <p>For BIA Use Only</p>
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**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Central California Agency, 650 Capitol Mall, Suite 8-500, Sacramento, California 95814 for, and on behalf of the Shingle Springs Band of Miwok Indians, of Shingle Springs Rancheria, hereinafter referred to as GRANTOR, under authority contained in 209 DM 8 dated November 17, 1981, 230 DM 1 and 3 IAM 4 dated July 19, 2000 and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, in consideration of \$0.00, the receipt of which is hereby acknowledged, does hereby grant to the El Dorado Irrigation District, of 2890 Mosquito Road, Placerville, California 95667, its successors and assigns, hereinafter referred to as GRANTEE, an easement for right-of-way for the following purposes, specifically: To access, enter, re-enter, occupy and use the hereinafter described easement to construct, repair, replace, remove, enlarge, own, operate, service, and maintain a three (3) inch meter, vault and water transmission lines which traverse the Shingle Springs Rancheria situated on the following described lands:

The parcels of land commonly described as the Shingle Springs Rancheria, and as described in the deed from

*Shingle Springs Band of Miwok Indians
Water Easement
25 CFR § 169.15*

Page 1

Claude E. Cooper, as Administrator of the estate of Walter J. Meldrum, to the United States of America for the use and occupancy of the Sacramento Verona-Band of Homeless Indians, dated March 11, 1920 and recorded November 9, 1925 in Book 103, Page 139 Official Records, El Dorado County; APN: 319-100-37-100. On or about June 19, 1976, the name of the Band was changed to the Shingle Springs Band of Miwok Indians, as adopted by members of the Band in the Articles of Association.



Said right-of-way is limited to and more particularly described to be 1.899 acres, more or less in area, as described in Exhibit A and shown on Exhibit B, attached hereto, and made a part hereof.

To have and to hold the said easement and right-of-way unto the GRANTEE and unto its successors and assigns subject to the following provisions:

1. GRANTEE agrees to indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.
2. GRANTEE agrees to restore the land to its original condition, as far as is reasonably possible, upon completion of construction to the extent compatible with the purpose for which the right-of-way was granted.
3. GRANTEE agrees to pay all damages and compensation, in addition to the deposit made pursuant to 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land due to the survey, granting, construction and maintenance of the right-of-way.
4. GRANTEE agrees that during the term of this Grant of Easement, if any previously unidentified cultural resources are discovered within the easement area, work should be halted immediately and the BIA and/or Tribal Contractor should be contacted immediately.
5. GRANTEE agrees to construct and maintain the right-of-way in a workmanlike manner.
6. GRANTEE agrees to clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and dispose of all vegetative and other material cut, uprooted or otherwise accumulated during construction and maintenance of the project.
7. GRANTEE agrees to take soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way.
8. GRANTEE agrees to do everything reasonable within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
9. GRANTEE agrees to build and repair such roads, fences and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
10. GRANTEE agrees that upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition. The determination of "reasonably possible" is subject to the Secretary's approval. Failing to comply with this stipulation, GRANTEE agrees to bear all expenses and costs incurred by the owner and/or the United States in accomplishing said restoration.
11. GRANTEE agrees at all times to keep the Secretary informed of its address, and in case of corporations,

of the address of its principal place of business and the names and addresses of its principal officers.

12. GRANTEE agrees to not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

This easement is subject to any prior valid existing right or adverse claim and is perpetual, so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way may be terminated in whole or in part by the GRANTOR for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for termination (25 CFR 169.20):


1. Failure to comply with any term or condition of the Grant, or the applicable regulations.
2. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
3. An abandonment of the right-of-way.

The condition for this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this grant of easement this 12th day of November, 2008.

UNITED STATES OF AMERICA

BY



Superintendent, Central California Agency
U.S. Department of the Interior
Bureau of Indian Affairs

(See attached Acknowledgement)

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ACKNOWLEDGMENT

State of California
County of SACRAMENTO

On November 12, 2008 before me, Magulita O. Abeita, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Magulita O. Abeita* (Seal)