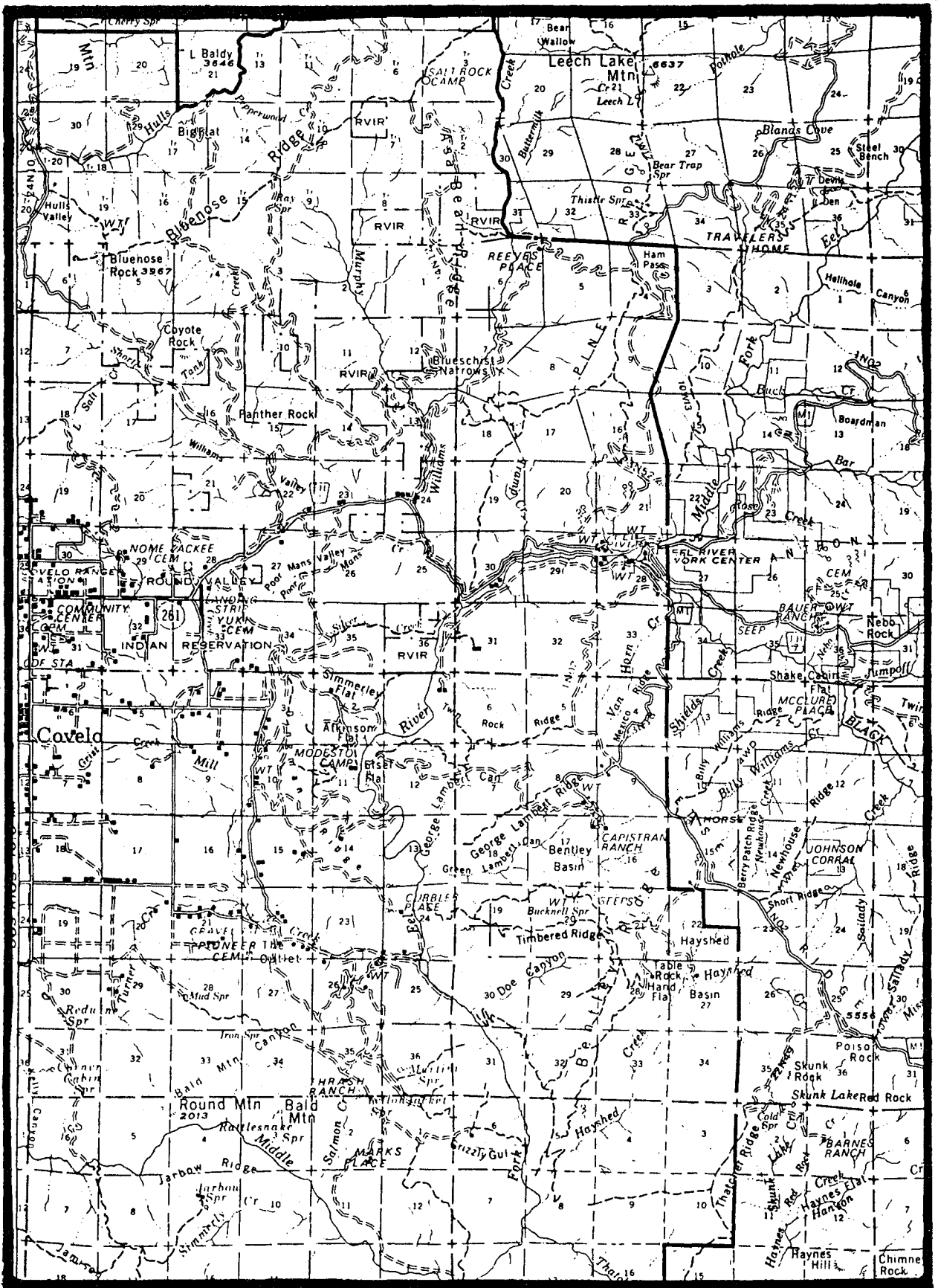


PART I

INTRODUCTION



GENERAL LOCATION MAP

APPRAISAL SUMMARY

Estimated Incomes During The Period 1955-1981
That The Tribe Could Have Received
From Fees Paid For The Hauling Of Forest Products
Over Tribal Land Used For State Highway 162
And Mendocino County Road 338
Round Valley Indian Reservation

<u>Period</u>	<u>Volume of Forest Products Hauled MBM</u>	<u>Estimated Incomes That The Tribe Could Have Received</u>
1955-1960	259,266-MBM	\$347,416
1961-1965	280,865-MBM	\$429,457
1966-1970	154,150-MBM	\$252,751
1971-1975	152,208-MBM	\$293,822
1976-1981	39,441-MBM	\$144,218
TOTALS	885,930-MBM	\$1,467,664 (1)

Note:

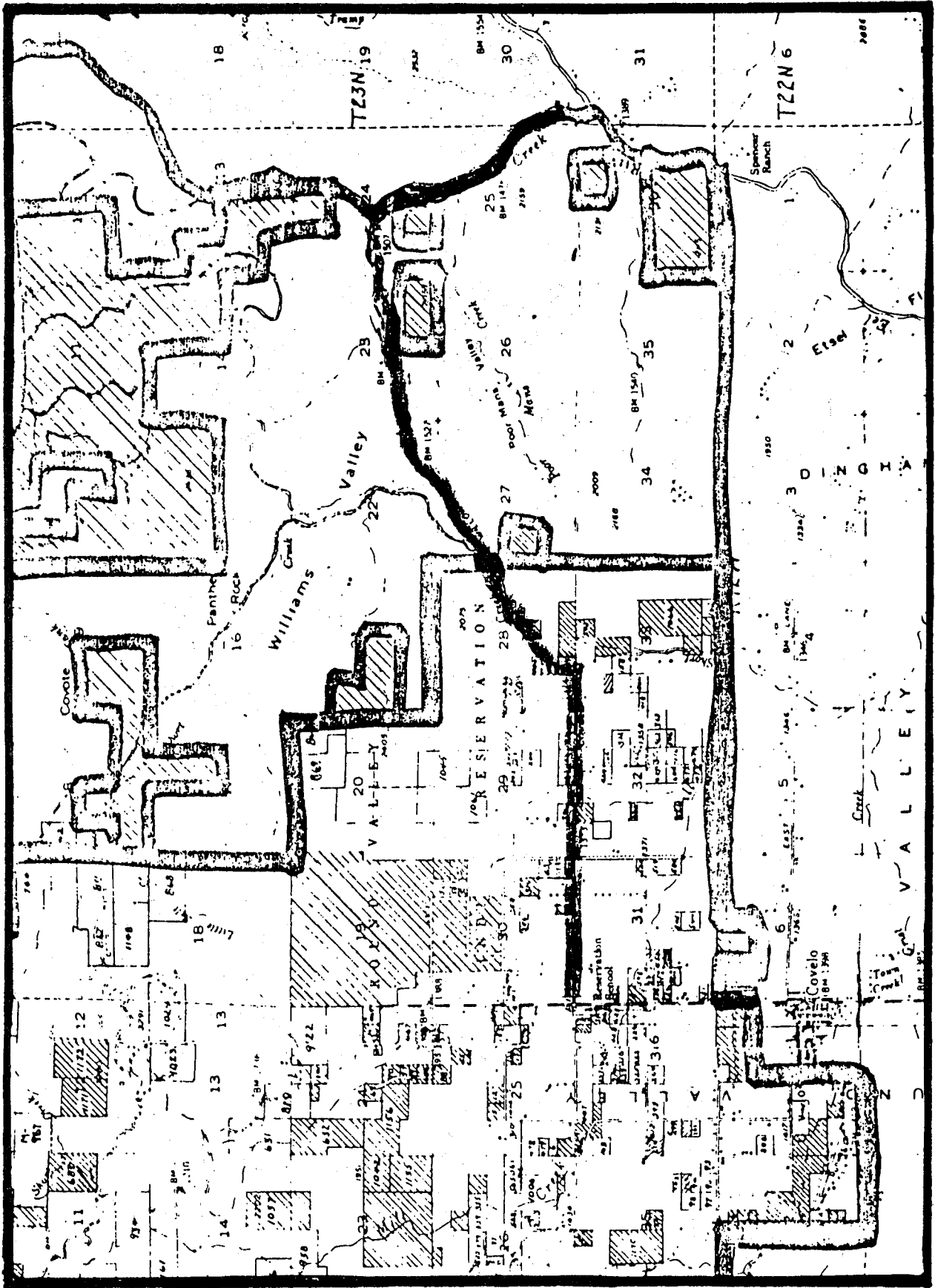
1. If the Tribe had controlled the use of the road and the forest products hauled over the private road had paid full fees the total would be \$1,840,630.
(See Schedule 3)

ASSUMPTIONS

This appraisal is based on the assumptions listed below:

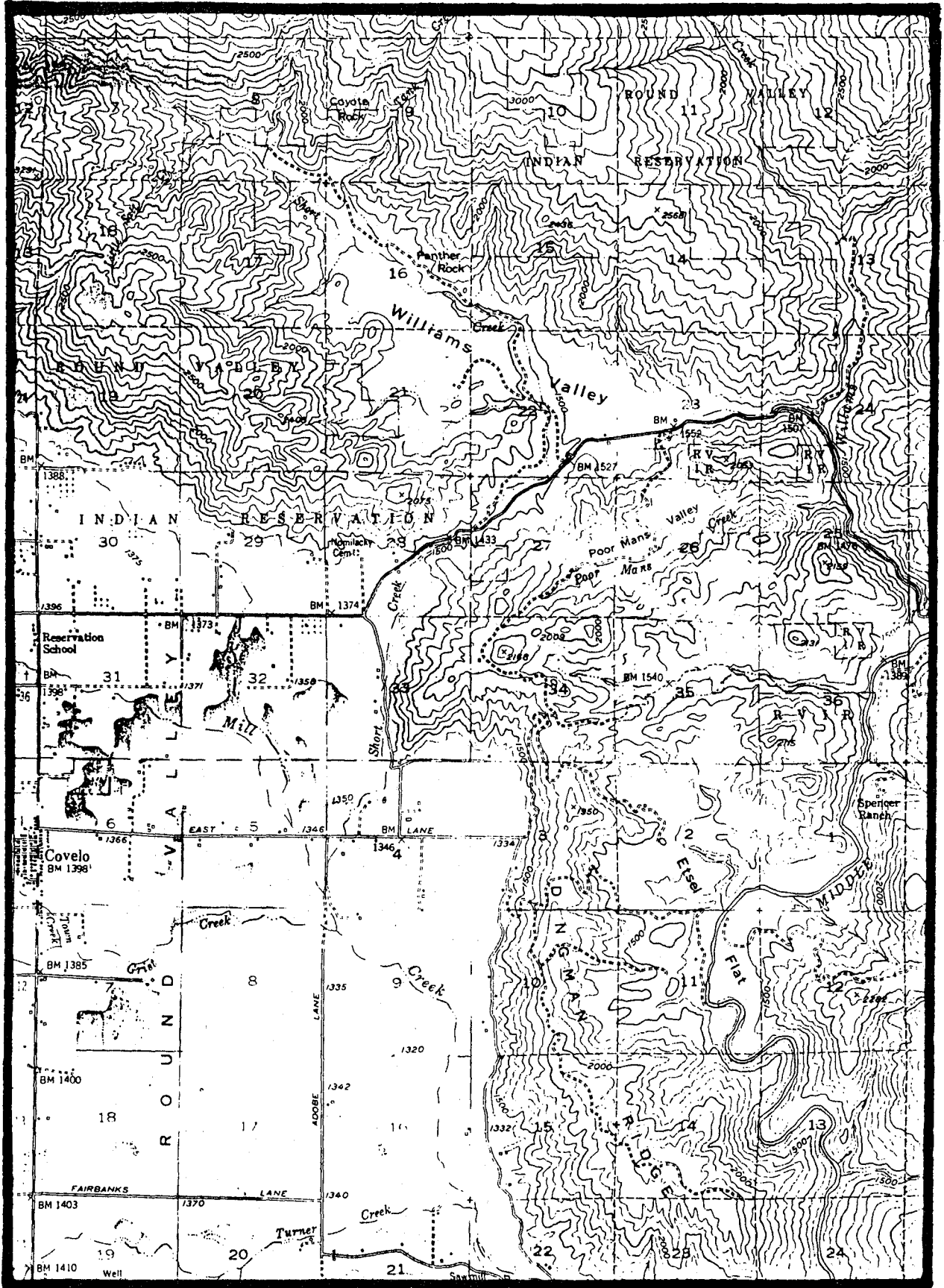
1. That the entire 8.90 miles, more or less, of the roads length from the north edge of Covelo to the Williams Creek bridge was built on land that belonged to the Tribal owners of the Round Valley Indian Reservation when the road was originally built in 1909.
2. That the ownership of the above described land occupied by the road has remained in Tribal ownership since 1909 to the present.
3. That the Tribal owners of the land could have charged tolls, road use fees, or otherwise required reimbursement for use of the land for road purposes by others since 1909.

PART II
DESCRIPTION, ANALYSIS, AND CONCLUSIONS



CALIFORNIA INDIAN LEGAL SERVICES MAP
THE ROAD
COVELO to the WILLIAMS CREEK BRIDGE
SCALE 1"= 1 mile

ROAD ROUTE



DESCRIPTIONGeneral

The road is located on the Round Valley Indian Reservation in northeastern Mendocino County, California.

It extends from the northerly parts of Covelo and Round Valley to the east and north to terminate at the easterly boundary of the Reservation.

This appraisal has not had the benefit of a title report covering the land occupied by the road, nor has a legal description been obtained of such land. For the present, the road is considered to generally occupy the land area shown on the map furnished the appraisers by the California Indian Legal Services. (Copy on page opposite.)

This appraisal is based on the assumption that the road was constructed on land owned by the Round Valley Tribe of Indians in 1909, and that title still remains with the Tribe.

The Highway 162 - Co. Rd. 338 portion of the road, in 1982, is a well-constructed, two-lane, highway. It passes over valley and adjacent low foothill land which is flat or gently-sloping.

The road was reportedly built in 1909. The land area it then occupied or required was very likely smaller than that which is now used.

Highway 162 extends from the north limits of Covelo, a speedometer distance of about 4.60 miles to its end near the Short Creek Bridge.

Mendocino County Road 338 extends from the easterly end of Highway 162 to the Williams Creek Bridge for a distance of 4.30 miles by county road distance.

The combined length of Highway 162 and Co. Rd. 338 is approximately 8.90 miles, as indicated by the above mileages.

The road may have required only an average width of one-half chain during the earlier years of its use for an area of about 36 acres. At present, a 100 foot right-of-way would need about 108 acres.

Highest and Best Use

For 30 years or more, the road has been very important to the economy of Mendocino County. Sawmills were built in the Round Valley area in the decade after World War II to use logs cut from private and Indian lands. In the early 1950's, timber sales were

offered by the Mendocino National Forest, and a large part of the volume subsequently harvested, came out over the road. Future harvests in the area will also be hauled over the road.

The road provided access for ranchers, homesteaders, forest service personnel, and members of the general public using the lands to the east and north of Covelo for agricultural, residential, recreational, administrative, and other purposes. Such uses will continue in future years.

The highest and best use of a property can be defined as:

"That use (or combination of uses) which will result in the greatest net returns."

The highest and best use for the road since 1909 until the present, is considered to be for road and associated purposes. As property owned by the Tribe, such use could have been on a toll or fee basis, which would have resulted in an income to the Tribe.

Purpose of the Appraisal

The purpose of the appraisal, as stated in the appraisal contract, includes the following services:

Duties. Independent Contractor agrees to perform any and all services generally performed by Independent Contractor for the timely completion of this project, including, but not limited to the following:

- a. Appraise the real estate value or fair market rental value of the following rights-of-way: Hwy. 162, commonly referred to as Covelo Road, and County Road No. 336 and 338, commonly referred to as Mina Road and Mendocino Pass Road, respectively. Said roads are depicted on the map attached to this appraisal, and is hereby incorporated by reference.
- b. Said appraisals are to be determined by the following methods; (a) The market (Comparison) Approach; that is comparing the properties in question with similar property of a like nature and arriving at a conclusion as to what the fair rental values would have been on the open market for each year that the trespass accrued and (b) The Income Approach, which primarily is concerned with the net return a property will bring (ie., lost economic value such as a fee for the commercial hauling of timber over or across the rights-of-way in question).

Function of the Appraisal

The function of the appraisal is for use by the Tribe and/or its legal representatives in future negotiations concerning the road.

Definitions

In this appraisal, the terms "real estate value" or "fair market rental value" are considered to relate to and be embraced by the term, "market value".

Market value is defined as:

"...the highest price estimated in terms of money which the land will bring if exposed for sale in the open market, with a reasonable time allowed to find a purchaser, buying with full knowledge of all the uses and purposes to which it is adapted for and which it is capable of being used." (This definition is based on the case of Sacramento Southern Pacific Railroad Company vs. Heilbron, 156 Cal. 408)

Property Rights Appraised

The property rights appraised are those of an owner of the unencumbered fee simple title to the property during the period 1909 to the present (March 30, 1982).

ANALYSIS

General

Tribal management of the land it owned in 1909 which was thereafter used for the construction, maintenance, and operation of the road could have included rental of the land and/or the charging of fees for the hauling of certain products and other uses. The income to the Tribe from such sources was not realized, and its extent is herein estimated.

In the period 1909 thru the year prior to World War II, the principal economic activity in Round Valley was agriculture. The road's use during that period was by the ranchers, homesteaders, public employees, recreationists, and others travelling between the valley and the mountainous areas to the east and north.

In 1942, the Crawfords bought a mill in the valley. The demand for lumber during and after the war created a new importance for the road as first the private lands, and later the federal lands were opened up for timber harvest. Thus, the period of the road's greatest economic value has coincided with the expansion of the wood products industry in Mendocino County.

Large volumes of logs have been hauled over the road to the Crawford mill which was sold to Georgia-Pacific Corp. in 1968, and later transferred to Louisiana-Pacific Corp. when it was spunoff from G-P in the early 1970's. Other volumes were hauled to mills out of the valley, but still passed over portions, if not all, of the road. In addition, the lumber and chips produced at the Crawford/G-P/L-P mill, were hauled over the portion of the road between the mill and the southerly boundary of the Tribal land.

The forest industries often haul logs or manufactured products and byproducts over roads where payments are required for rights-of-way, easements, or road use. The payments are usually negotiated, and can vary greatly depending on the relative bargaining positions of the parties.

Such road costs are sometimes negotiated on a lump sum basis or annual payment, not necessarily dependent on the extent, time or type of road use. Others are often based on the volume of logs or other forest products hauled over the road and are on a per thousand (M, Mbf, or MBM) basis.

Some rights-of-way, easements, or road use rights are obtained without payment other than the granting of the landowner the right to use the road, and, in some cases, the right to allow others to use it.

The income which should have been realized by the Tribe, as owners of the land, from its use for the hauling of forest products during the period when the largest volume of such hauling

was done, can be estimated by consideration of the payments for rights-of-way, easements, or road use in other situations in northwestern California.

The income from sources other than the hauling of products is more difficult to estimate because information on the extent of such use is lacking, and because dollar values for such use are difficult to estimate.

Estimate of the Income to the Tribe
Which Would Have Resulted From the Charging
of Tolls, Fees, or Other Payments for the Use
of the Road for the Transportation of Forest Products

Sources of Information

Records of the volumes of logs and other forest products hauled over the road are available for only a portion of the period 1909 to present. However, in that most of the timber harvested, transported, and manufactured in the Round Valley area was hauled in the last 40 years of that period, the available records cover a substantial portion of the volume of forest products moved over the road.

The appraiser has worked in the northeastern Mendocino County area and adjoining areas in other counties since 1952 on timber cruising, other forest consulting, appraisal, land survey, and mapping jobs. That work, and available published and private information has provided a general background into the extent, location, and nature of the forest products activities in the area tributary to the Round Valley.

For additional information, the appraiser utilized the wide experience and records of consulting forester, Donald F. McKenzie, Ukiah, California, who has worked in the area since the 1950's. His report is summarized on the following page. A copy of his report is in the Addenda as Exhibit 1.

The Mendocino National Forest, Covelo Ranger District Office at Covelo, also cooperated in obtaining records of the timber removed from that forest and hauled to Round Valley. A copy of the information furnished by that agency also appears in the Addenda as Exhibit 2.

The Louisiana-Pacific Corp. operates the largest mill in the Round Valley area, as well as mills at other points in Mendocino and other nearby counties.

Predecessor owners of the Covelo L-P plant include Georgia-Pacific Corp, and the Crawford interests. Louisiana-Pacific declined to furnish information for this appraisal.

Consulting forester Charles S. Cleveland, Ukiah, California, has worked in the Covelo and other areas in Mendocino and adjacent counties for a number of years. His father managed the operation at Covelo for the Georgia-Pacific Corp. for several years. Mr. Cleveland researched property transactions for the appraiser, and provided other assistance to the project.

Consulting forester, Larry Camp of Ukiah, California, researched land sales for the project.

Consulting forester, Dean Solinsky, Corte Madera, California,

also provided information on the costs of rights-of-ways for timber removal and other purposes in northern California.

Estimate of Timber Volumes Removed Over the Road

The volume of logs removed from areas tributary to Round Valley has been estimated by Mr. Don McKenzie, Mr. Chuck Cleveland and the U.S. Forest Service and is summarized below:

SUMMARY OF ESTIMATED LOG VOLUMES REMOVED
OVER THE ROAD

<u>Name</u>	<u>Volume</u>
U.S. Forest Service Report U.S. Forest Service	422,216-M
Mr. Chuck Cleveland Report U.S. Bureau of Land Management	21,084-M
Mr. Don McKenzie Report	
Philo Lumber Company	6,400-M
Crawford Lumber Company	272,000-M
J.H. Baxter & Co.	84,230-M
Trimble Lumber Co.	7,000-M
Woodleaf Lumber	20,000-M
Durable Plywood (Twin Harbor)	10,000-M
Robbs & Titter Sawmills	3,000-M
Covelo Lumber Co. (before Crawford purchase)	30,000-M
Firco (Willits)	<u>10,000-M</u>
TOTAL	885,930-M

The Covelo Ranger District Report estimated a total of 422,216-M. Of which approximately 315,315-M may have gone over or across the private road built by G.P. However, that private road crosses the road, and any hauling over such crossings could have been subject to Tribal charges over the years.

Some of the private volume estimated by Mr. McKenzie may be difficult to document. Undoubtedly, there is other volume he had no knowledge of, which moved over the road. In summary it appears highly probably that a total volume between 850,000-M and 900,000-M was moved over the road during the period 1943-1982.

Most of the volume moved over that portion of the road located easterly from L-P's mill was in log form. The volume used in that mill was later converted to lumber and chips or reshipped as logs. However, for the purpose of this appraisal, all the

volume which was moved over the road is treated as logs for the entire length of the road.

Tolls, Fees, and Other Charges for Rights-of-Way, Easements, and Road Use.

Mr. McKenzie refers to right-of-way payments in 1960 and 1962 in the amount of \$500. per year.

Mr. McKenzie reports several right-of-way agreements he worked on during the period 1957-1965, which called for payments in the \$0.15 to \$1.00 per M range. He also mentions lump sum agreements for amounts between \$100 and \$500, as well as those calling for considerations other than monetary.

Mr. Cleveland did not report specific agreements, but expressed the opinion that rights-of-way tolls varied from \$0.25 to perhaps \$1.00 per M during the 1950's and from \$1.00 to perhaps \$2.50 during the following decade.

Mr. Camp reported it was his opinion that right-of-way fees in the mid 1950's ranged from \$0.25 to \$0.50 per M, plus road construction and maintenance.

Mr. Dean Solinsky reported a large number of right-of-way situations he has knowledge of based on personal experience and/or his own research.

He reported 1981-1982 right-of-way fees used by Simpson Timber Co. in the amount of \$1.00 per M per mile. Earlier Simpson right-of-ways cost \$0.50 per M per mile in 1976 and \$0.25 per M per mile in 1967.

Other right-of-way situations mentioned by Solinsky include agreements calling for \$1.50 per M in 1957 and 1959; \$2.00 per M in 1956; \$3.00 per M in 1967; \$0.42 to \$0.58 per M per mile in 1960; and from \$0.10 to \$0.25 per M in earlier years.

In the late 1940's, Humboldt Plywood Corp. had timber to log in the upper Redwood Creek drainage, located about 40 to 50 miles east and south of Arcata in Humboldt County. A logging road approximately 6 to 8 miles in length was built in the timber to connect with the Snow Camp County Road from Korbel, Blue Lake and Arcata. Humboldt Plywood's successor in interest have been Roddiscraft, and Simpson Timber Company. Those owners have authorized use of the road by others at rates ranging from \$0.25 per M per mile in about 1959 to \$0.30 in more recent years. Simpson Timber Company has used a somewhat similar or higher schedule in other areas, plus sometimes requiring the owners of certain parcels landlocked by Simpson to deed over the land after completion of the logging.

In the same Redwood Creek area, in 1977, Chizum charged Russ \$1.00 per M for one-half mile, indicating \$2.00 per M mile.

In 1976, Bareilles charged Russ \$1.00 per M for the right to use three miles of road, indicating \$0.33 per M per mile.

The Masonite Corp. and the Louisiana-Pacific Corp. have had a road use agreement dating back to 1948, which originally was between Masonite and Union Lumber Co.

For a certain portion of the Masonite road, the 1948 rate was \$1.54 per M, short log net Scribner scale. Masonite proposed to increase the cost to \$6.66 per M in early 1979.

For other portions of the road, Masonite proposed an increase of from \$0.0718 per M per mile to \$0.3102 per M per mile, with a maximum of \$6.66 per M and a minimum of \$2.22 per M. The 1948-1978 maximum had been \$1.54 per M and the minimum was \$0.51 per M.

The roads covered by the agreement had been constructed by, and were maintained by Masonite.

Crocker National Bank acting as trustee for a 160 acre parcel owned by the Vietor-Perrott Estate negotiated with Simpson Timber Company for a right-of-way to the property which was practically landlocked by Simpson.

The right-of-way covered 16 miles of roads leading from the property to Klamath, California. The total consideration for the 10 year right-of-way was \$90,000, plus the land and any residual timber at the end of 10 years. The appraiser's analysis of the March 31, 1977 agreement is:

<u>R/W payments on a per M basis</u>	
\$90,000 divided by the cruise volume of 9,697 MBM	\$ 9.28/M
Land & residual timber	
160 ac. @ \$152.73 divided by 9,697 MBM	<u>\$ 2.52/M</u>
TOTAL R/W COST	\$11.80/M
PER MILE MBM COST	\$ 0.74/M/Mile

Collins Pine Co. sold an option for a landlocked 320 acres of timbered land in Del Norte County to Atlas Timber Co. in 1978. Atlas later sold its rights to Arcata Redwood Co. in late 1979. The transactions included a \$500,000 right-of-way fee to Miller Redwoods, plus land after an 8 year period for timber removal.

If a land value of \$300 per acre is used, the total consideration indicated for the right-of-way is \$596,000. On a per M basis, that total indicates \$42.57 or \$3.27 per M per mile for use of the 13 miles of Miller road for removal of the estimated 14,000 MBM volume of timber over an 8 year period.

In 1973, Harwood paid the Pacific Lumber Co. \$0.75 per MBM net short log scale for the right to haul over Pacific's Grizzly Creek Road. The road distance was about 2.9 miles. The indicated cost per MBM per mile was \$0.26.

Harwood also used the Pacific Lumber Co. Yager Creek Road and paid \$1.50 per MBM for the use of about 10.9 miles indicating \$0.14 per MBM per mile.

Estimate of Incomes From Use of the Road

The examples of actual road use costs which have been presented vary widely. Such variance illustrates the many factors that influence decisions on road charges.

In a situation where both parties are well informed and reasonably free of undue pressure, the costs of road use can be substantial as seen in the Roddiscraft, Simpson, Masonite, and other large company negotiations. Where one party is effectively (if not absolutely) landlocked by the other, the costs of road use can be much higher, as seen in the Collins negotiations.

Very low or zero road use costs usually reflect a landowner whose negotiation ability and/or position is weak, or an owner who does not have any strong desire for the incomes which might derive from the use of his land for roads.

After considering the foregoing examples of road use costs, the appraiser's opinion of the fees that could have been charged for the hauling of forest products over the road in the period 1946 to 1981, inclusive, is set forth below.

<u>Period</u>	<u>Per MBM Per Mile Fees That Could have been Charged by the Tribe</u>
1946-1950	\$0.05
1951-1955	\$0.10
1956-1960	\$0.15
1961-1965	\$0.20
1966-1970	\$0.25
1971-1975	\$0.35
1976-1981	\$0.50

The above fees are considered to be net to the Tribe.

Exhibit 2 lists the volume hauled over County Road 338 as reported by the U.S. Forest Service. The exact dates of hauling are not listed. By applying the appraiser's foregoing estimated per MBM per mile fees to the U.S.F.S. volumes and the miles of road, total income that the Tribe could have received is shown on the following schedule.

SCHEDULE 1

Estimated Incomes That the Tribe Could had Received
 In the Period 1955 to 1981 (Inclusive)
 From Fees Paid For the Hauling of Forest Products
 From U.S. Forest Service Sales
Over State Highway 162 and County Road 338

<u>Period</u>	<u>Volume MBM¹</u>	<u>Estimated Fees Per MBM</u>	<u>Total</u>
1955-1960	53,202	\$1.34	\$71,291
1961-1965	28,409	\$1.78	\$50,568
1966-1970	-----	-----	-----
1971-1975	8,351	\$3.12	\$26,055
1976-1981	16,939	\$4.45	\$75,379
<hr/>			
TOTAL	106,901	\$2.09	\$223,293
<hr/>			

Note:

1. Volumes reported by the U.S. Forest Service as having been moved over the Road.
2. Fees per MBM are for movement over entire 8.90 miles length of the road. Logs sawn at the Crawford (G-P, L-P) mill were assumed to have been later moved over the road to Covelo as lumber and other products.

The Forest Service estimate of timber from the National Forest which was hauled over the private road was 315,315-MBM, of that total, 8,505-MBM was sold to parties other than Crawford (G-P, L-P) and may have been hauled past the mill owned by them. The remaining 306,810-MBM was probably hauled to the mill, sawn, and moved over the road to Covelo and on to other points.

The Tribe could have charged fees for the logs hauled over the two roads crossings of Tribal land under County Road 338, plus additional fees for the logs and manufactured forest products hauled from the mill location to the end of Tribal property at the north edge of Covelo - a distance of about 3.80 miles.

Schedule 2, following, presents the appraiser's estimate of the incomes the Tribe could have received from fees paid for use of the two crossings of County Road 338, plus the use of the road from the mill location to Covelo.

SCHEDULE 2

Estimated Value of the Incomes That the Tribe
Could have Received In the Period 1961 to 1981,
From Fees Paid For the Hauling of Forest Products Over
The Private Logging Road Crossings Over Co. Rd. 338 and
From the Estimated²Mill Location To Covelo

<u>Period</u>	<u>Volume MBM</u>	<u>Estimated¹ Per MBM Fees² For</u> <u>Crossings</u> <u>Over 338</u>	<u>Road Use</u> <u>Hwy. 162</u>	<u>TOTAL INCOME</u> <u>ESTIMATE</u>
1961-1965	85,955	\$0.20	\$0.76	\$82,517
1966-1970	88,353	\$0.25	\$0.95	\$106,024
1971-1975	125,741	\$0.35	\$1.33	\$211,245
1976-1981	15,266	\$0.50	\$1.90	\$36,638
TOTALS	315,315 MBM	\$0.2883-MBM	\$1.096-MBM	\$436,424

Notes:

1. Estimated fees per MBM paid for 2-crossings per load.
2. Estimated fees per MBM paid for use of 3.80 miles of road from mill location to Covelo.

It is possible that the private road would never have been constructed if the Tribe had refused to allow the crossing and had operated the road on a user fee basis which allowed the overloads and freedom from weight limits which are advantageous to log haulers. All of the logs listed on Exhibit 2 (Forest Service Sales) as being hauled over the private road, would probably have been moved over the road herein appraised.

Schedule 3, following, presents the appraiser's estimate of the incomes the Tribe could have received from fees paid for use of the road for the hauling of the volumes listed on Exhibit 2 as having moved over the private road if the private road had not been available. This could be substituted for that of Schedule 2 but not added to it.

SCHEDULE 3

Estimated Value of the Incomes That the Tribe
Could have Received In the Period 1961 to 1981
(Inclusive) From Fees Paid for the Hauling of
Forest Products From U.S. Forest Service
Sales Which Moved Over the Private Road
But Which Could Have Been Moved over the Road if
The Private Road Had Not been Built

<u>Period</u>	<u>Volume MBM</u>	<u>Estimated Fees For Road Crossing - MBM</u>	<u>TOTAL INCOME ESTIMATE</u>
1961-1965	85,955	\$1.78	\$153,000
1966-1970	88,353	\$2.22	\$196,144
1971-1975	125,741	\$3.12	\$392,312
1976-1981	15,266	\$4.45	\$67,934
TOTALS	315,315-MBM	\$2.567	\$809,390

The appraiser's estimate of the incomes the Tribe might have received from fees for the hauling of forest products over the Road from Bureau of Land Management timber sales is presented below:

SCHEDULE 4

Estimated Value of the Incomes That the Tribe
Could have Received In the Period 1961 to 1981
(Inclusive) From Fees Paid for the Hauling of
Forest Products From Bureau of Land Management
Sales Which Moved Over The Road

<u>Period</u>	<u>Volume MBM</u> (1)	<u>Estimated Fees</u> MBM	<u>TOTAL INCOME</u> <u>ESTIMATE</u>
1961-1965	2,132	\$1.78	\$3,795
1966-1970	-----	-----	-----
1971-1975	14,566	\$3.12	\$45,446
1976-1981	4,386	\$4.45	\$19,518
TOTALS	21,084-MBM	\$3.26	\$68,759

Notes:

1. B.L.M. advertised volumes reported by Charles Cleveland as having been moved over the Road.

Mr. McKenzie estimated from his records and experience in the area that 442,630-MBM of private timber (including poles) was moved over the road in the period 1955 through 1981 inclusive.

Schedule 5 following presents the appraiser's estimate of the total income the Tribe might have received if fees had been paid for the hauling of that timber over the road.

SCHEDULE 5

Estimated Value of the Incomes That the Tribe
Could Have Received In the Period 1955 to 1981
(Inclusive) from Fees Paid for the Hauling of
Forest Products from Private Forest Holdings
Over State Highway 162 and County Road 338

<u>Period</u>	<u>Volume-MBM⁽¹⁾</u>	<u>Estimated Fees Per MBM</u>	<u>TOTAL INCOME ESTIMATE</u>
1955-1960	206,064	\$1.34	\$276,125
1961-1965	164,369	\$1.78	\$292,577
1966-1970	65,797	\$2.23	\$146,727
1971-1975	3,550	\$3.12	\$11,076
1976-1981	2,850	\$4.45	\$12,683
TOTAL	442,630-MBM	\$1.67	\$739,188

Notes:

1. Volume information from Mr. Don McKenzie.

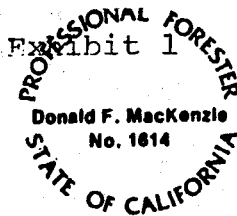
The estimates of incomes from road use fees that the Tribe could have received in the period 1955-1981 are summarized on the Appraisal Summary in the introduction to this report.

If Schedule 2 is used to total income estimate is \$1,467,664.
If Schedule 3 is used the figure would be \$1,840,630.

PART III

ADDENDA

Office
1202 West Clay St.
Ukiah, California 95482
Telephone (707) 462-1410



Mailing Address:
P.O. Box 154
Talmage, California 95481

March 12, 1982

Western Timber Services, Inc.
P.O. Box U
Arcata, California 95521

Gentlemen:

Submitted herewith, is data and information that has been requested by Mr. Robert E. Kleiner, Western Timber Services, Inc., regarding possible volumes of timber and right-Of-way fees within portions of Round Valley, Covelo, California, namely volumes of timber which may have been hauled over portions of County Roads north of the Town of Covelo, California.

The following are excerpts from my diary while employed with the F.M. Crawford Lumber Company in Covelo, California.

January 13, 1958

Met with Mr. George Gravier on R/W through his property along Covelo-Mina County Road and made agreement to remove sawlogs purchased by F. M. Crawford Lumber Company from Spears & Schultz. I believe that the negotiated R/W fee was .25¢ per M.

page-1-

Exhibit 1

March 24, 1958

Met with Winter Bros. of Covelo on possible R/W through their properties west of Covelo. As I recall this R/W fee was between .25¢ & .50¢ per M.

August 26, 1958

Went over County Road location and additional work to be done on same with Ranger Jack Weddle of the U. S. Forest Service and F. M. Crawford Lumber Company contract logger Mr. Joe Brundage. Note(Crawford Lumber Company and Mendocino County entered into an overload agreement with conditions that portions of County Road from Crawford Lumber Companies sawmill to the old Eel River Ranger Station be re-constructed and better alignment of existing bad curves be done so overload of maximum volumes of 18,000 bd. ft. could be hauled by legal width with no height restrictions.

August 28, 1958

Stated hauling the first logs from U. S. Forest Service Howard Lake Sale via County Road.

September 19, 1958

Mr. Jim Nicholson and I went on tour of County Road and Howard Lake Sale with the Mendocino County Supervisors to check work completed and conditions of roads.

February 2, 1960

Met with Grant Winters about removing Ayers Timber over his property. As I recall this R/W fee was between 25¢ & .50¢ per M.

July 7, 1960

Oiled county road from sawmill to Eel River Ranger Station. Note (from this year on the county road was oiled every year thereafter.

August 1, 1960

Went to Laytierville, California and found Mr. Hud Benton an Indian Council Member and got Council meeting date set for R/W agreement negotiations.

August 2, 1960

Getting other Indian Council members in Covelo to schedule local Council meeting on R/W negotiations.

September 12, 1960

Met with Mr. Heenan, local Indian and gave him check for R/W over his allotment. This was a lump sum payment of approximately \$500.00 for a period of one year.

March 8, 1961

Went over maintenance cost with William Smith of J. H. Baxter Company. This was their pro-rated share per year on private road from F. M. Crawford Lumber Company on the private road to Hulls Valley via Short Creek, which road went through Indian Council lands.

June 8, 1961

Met with the U. S. Forest Service, talked with Mr. Passmore on County Road R/W etc; (U. S. Forest Service has on file considerable data regarding County Road-Crawford agreement.

June 9, 1961

Met with Wayne Knoff and Jack Weddle on County Road R/W.

October 24, 1961

Met with Jack Taylor and Mr. Clair of U. S. Indian Service regarding reciprocal R/W agreement on main road up Short Creek to Indian Council lands near Blue Nose Ridge.

F. M. Crawford Lumber Company and Indian Service entered into a tentative reciprocal R/W agreement, no monetary values and road maintenance cost still to be worked out. Note (this road location was constructed by F. M. Crawford Lumber Company to U. S. Forest Service road standards excepting placement of culverts and with strong consideration that it could or would be continued to Indian Dick and Asa Bean Flat for the removal of All Forest Service timber within these areas. The U. S. Forest Service was looking at this route with considerable favoritism.

October 29, 1961

Met with Mr. Jack Taylor again on this reciprocal R/W agreement with Local Indian Council.

November 13, 1961

Met with Frank Crawford on reciprocal R/W agreement with Local Indian Council.

November 16, 1961

Correspondence and up-dated maps to U. S. Indian Service on reciprocal R/W agreement.

November 27, 1961

Attended Local Indian Council meeting called for R/W agreement. Not enough members showed up for meeting, so went over new proposal on R/W agreement with U. S. Indian Service officials from Sacramento.

January 20, 1962

Attended Local Indian Council meeting on reciprocal R/W agreement.

January 22, 1962

Took Robert Dryden R/W agreement for Williams Creek area to Ukiah, California and went over same with with Mr. Al Ruger. Note (this was a land exchange and reciprocal

Exhibit 1

R/W agreement with no charges to either parties.

January 30, 1962

Gave keys to Mr. Robert Handover, local council member to F. M. Crawford's roads going into Indian Council Lands on Blue Nose Ridge.

March 14, 1962

Met with Joe Hartly, Harvey Sawyers, Kamp Richardson of Mendocino County Road Commission and supervisors, then went over County Roads from sawmill to U. S. Forest Service Mel River Ranger Station in regards to Mendocino County helping with oiling of this road next logging season.

April 1, 1962

Met with Elmer Bauer on his R/W with Crawford on proposed U. S. Forest Service access road up Black Butte River. Note (Crawford and Bauer have signed R/W agreement that Crawford was only party that could remove U. S. Forest Service Timber over his lands within this area and I believe this R/W fee was \$1.00 per M.

May 19, 1962

Met with Mr. George Gravier on R/W through his property near Government Corrals, Summit Valley Area.

May 20, 1962

Met with Mr. George Gravier and went over R/W location on the ground through his property. Note (This R/W was agreed upon and the basis of R/W fee was that F. M. Crawford Lumber Company would transfer free title to Gravier on this 50 acres for extended R/w for ? years.

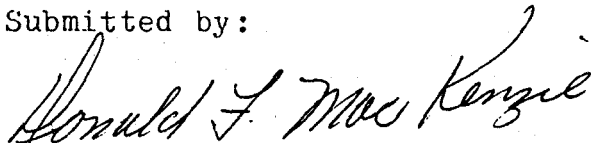
Exhibit 1

Again in 1974 after property passed title from Gravier to Robert Langdale, Philo Lumber Company purchased all timber on this property and also R/W for any other timber that may be purchased by Philo Lumber Company for a period of 10 years at the fee rate of \$0.50 per M bd. ft. or a minimum fee of \$500.00 per year.

In summary, during the years that high active logging operations were carried on from about 1957 forward to mid 1965 the R/W fees ranged from \$0.15 to \$1.00 per M bd. ft. Also numerous R/W's were negotiated on a lump sum basis ranging from \$100.00 to \$500.00 per year and others for just some material such as lumber, fence posts, wire, road improvements etc;. Several of these R/W's removed several millions of board feet of logs over them.

All data within this report was collected from actual diaries keep by the undersigned and are on file at my office, located at 1202 West Clay Street, Ukiah, California.

Submitted by:



Donald F. MacKenzie

March, 1982

Exhibit 1

ESTIMATED LOG PRODUCTION

The following are the estimated volumes of logs removed via the subject route in area of Covelo, California for the year stating about 1950 through 1981 for parts of volumes removed. For actual additional volumes that were removed, research will be necessary through Louisiana-Pacific Corporation's, Twin Harbor, Trimble, Woodleaf, other private parties and County of Mendocino records.

U.S. Forest Service Sales

Sale Name	Volume Cut
Howard Lake Sale	53,202 M
Little Baldy	671 M
Buck Creek	1,742 M
Tantrum	25,996 M
Indian Dick	25,075 M
Rose Creek	153 M
Clifton Ridge	136 M
Foster Ranch	22,606 M
Indian Dick R/W	138 M
Keller R/W	278 M
? Oak Knoll	920 M
Little Doe Ridge	370 M
Montague	441 M
Beaver Creek	397 M
Blands Cove	27,920 M
Epsee	3,738 M
Doan Ridge	34,788 M
Buck Rock	5,599 M
Skidmore	24,623 M
Sheep Ridge	18,100 M
Cedar Springs	26,864 M
Indian Dick	1,058 M

U.S. Forest Service cont:

Sale Name	Volume Cut
Doan Ridge	165 M
Keller Insect	130 M
Thatcher R/W	470 M
Etsel Ridge Salvage	241 M
Steel Bench	210 M
Twin Rocks	6,458 M
Traveler's Home	6,866 M
Thatcher R/W #2	95 M
Buckhorn	20,285 M
Little Howard	194 M
Thatcher Salvage	622 M
Skidmore Cull	2,000 M
Ant Ridge	8,600 M
New House Exchange	800 M
Howard Basin	2,101 M
Rock Cabin	901 M
Wheat field	709 M
Henthorne R/W	30 M
Shotgun Salvage	300 M
Running Salvage	321 M
New House	1,400 M
Cedar Salvage	39 M
Hasty Salvage	80 M

Total of U.S Forest Service Volumes 327,832 M

The U.S. Forest Service is currently going back over its records and double checking volumes to make sure that the above are correct and that they were removed over route in question.

U.S. Bureau of Land Management

Sale Name	Estimated Volumes
Thatcher	1,601 M
Hams Pass	7,210 M
Traveler's Home	1,100 M
Big Butte R/W	610 M
*Mina	1,946 M
*Lake Mt.	1,802 M
Hams Pass	2,866 M
Thatcher Butte	2,584 M
Hams Pass	3,427 M
*Lake Mt.	1,831 M
Hams Pass R/W	<u>556 M</u>

Total of U.S. Bureau of Land Management
volumes 25,533 M

* The Bureau of Land Management told me that all of above volumes were removed via Covelo. However, I believe some of these volumes were shipped to Alderpoint mills northerly.

It should be noted that the above volumes are based on U.S. Bureau of Land Management cruise data and do not represent those actual volumes cut and removed. The only way possible to get actual volumes removed would be through the timber sale purchasers.

Exhibit 1

PRIVATE TIMBER:

Company	Estimated volume	
(Philo Lumber Company)		
Langdale Tract		4,000 M
Mexico Ridge Tract		700 M
Hotchkiss Tract		350 M
Benson-Lapton Tract		1,000 M
Holtzhouser Tract		100 M
Other small tracts		250 M
		<hr/>
Total Philo Lumber Company Volume		6,400 M
(Crawford Lumber Company)		
Bar Z Tract		64,000 M
Tyson Tract		74,000 M
Rohrbough Tract		10,000 M
Other smaller tracts		64,000 M
Log purchases		60,000 M
		<hr/>
Total Crawford Lumber Company until year 1963.		272,000 M
(J.H. Baxter & Co.)		
	Poles lineal feet	Estimated volume
O'Ferrall Tract	44,290	772 M
Van Dyke Tract	16,830	15 M
Filliop & Stewart Tract	24,330	1,364 M
Lewis Tract	31,810	824 M
Tyson Tract	1,763,935	64,137 M
Bar Z Tract	943,542	1,569 M
Crawford Poles	426,519	-0-
		<hr/>
Total J.H. Baxter & Co. volume thru 1970	<hr/> 3,251,256	<hr/> 68,681 M

PRIVATE TIMBER cont: Exhibit 1

Company	Estimated volume
Trimble Lumber Co.	7,000 M
Woodleaf Lumber	20,000 M
Robbs & Titter Sawmills	3,000 M
Durable Plywood (Twin Harbor)	10,000 M
Covelo Lumber Co. (before Crawford purchase)	30,000 M
Firco (Willits)	10,000 M
	<hr/>
	80,000 M

These estimates was from data collected from parties that operated the above saw-mills and are from there memory only. Therefore, would be subject to change should additional research be done.

Summary:

The log and pole volumes submitted within this report could be subject to change somewhat upon furthur re-search of records. However, for this initial report, I felt that the cost of obtaining minute data would have been to great.

Should it become necessary within this report can be broken-down to actual years that they were removed with some degree of accuracy.

Submitted by:

Donald F. MacKenzie
Donald F. MacKenzie

March, 1982

Exhibit 1

SUMMARY
OF
VOLUMES REMOVED THIS REPORT

NAME	POLES (lineal feet)	Volume
U.S. Forest Service		327,832 M
U.S. Bureau of Land Management		25,533 M
Philo Lumber Company		6,400 M
Crawford Lumber Company		272,000 M
J.H. Baxter & Co.	3,251,256	68,681 M
Trimble Lumber Co.		7,000 M
Woodleaf Lumber		20,000 M
Durable Plywood (Twin Harbor)		10,000 M
Robbs & Titter Sawmills		3,000 M
Covelo Lumber Co. (before Crawford purchase)		30,000 M
Firco (Willits)		10,000 M
<hr/>		
Grand Total-----	3,251,256-----	780,446 M

40
Exhibit 2

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Mendocino National Forest
Covelo Ranger District
Covelo, California 95428

March 8, 1982



Mr. J. Brian Graham
Western Timber Services, Inc.
P.O. Drawer U
Arcata, California 95521

Dear Mr. Graham:

This is in response to your letter dated February 17, 1982, requesting information on the volumes of logs hauled over County Road 338.

Many of the sales sold by the Covelo Ranger District were hauled over Louisiana Pacific Corporations private haul route. We have reconstructed the sales into two categories:

1. Those sales we believe were hauled over County Road 338;
2. Those sales that were not hauled over County Road 338 but were hauled over Louisiana Pacific's private road.

The list was developed based on a few individual's recollection of which sales were hauled over which route.

Attached is the breakdown of your request by sale name, purchaser, year sold and volume. Where we had scaled volume that is given and if scaled volume was not available or the sale was lump sum, cruised volume is shown.

In reference to your request for right-of-way fees paid by the Mendocino National Forest on County Road 336 and 338, we have not paid any right-of-way fees on either of these roads.

If you have need of additional information please feel free to contact me.

Sincerely,

Charles L. Mc Fadin
CHARLES L. MC FADIN
District Ranger

41
Exhibit 2

Volume Hauled over County Road #338

<u>Sale Name</u>	<u>Purchaser</u>	<u>Year Sold</u>	<u>Volume MBF</u>
Howard Lake	F.M. Crawford Lumber Co.	1958	53,202
Little Baldy	F.M. Crawford Lumber Co.	1962	671
Buck Creek	F.M. Crawford Lumber Co.	1962	1,742
Steel Bench Cull	Jack Noble	1973	210
Etsel Ridge Salvage	Jack Noble	1973	241
Ant Ridge	Philo Lumber Company	1974	4,300
Mc Coy	Harwood	1976	10,537
Thatcher Salvage	Philo Lumber Company	1979	622
Hasty Salvage	Covelo Community Development Corporation	1980	80
Blands Cove Cull	Diamond H. Ranch	1981	1,000
Pinto	Harwood	1974	3,600
Slide	Philo Lumber Company	1977	2,700
Hunter	Landis Morgan	1978	1,700
Pass Cull	Diamond H Ranch	1981	200
Lake Firewood	Paul Lambert	1978	100
Tantrum (1)	Covelo Lbr.	1963	25,996

Note:

1. This sale was added per telephone from the U.S. Forest Service, Covelo District Ranger, Mr. Charles L. MC Fadin

42
Exhibit 2

Volume Hauled over Private Road

<u>Sale Name</u>	<u>Purchaser</u>	<u>Year Sold</u>	<u>Volume MBF</u>
Indian Dick	F.M. Crawford Lumber Company	1964	25,075
Rose Creek	F.M. Crawford Lumber Company	1964	153
Clifton Ridge Salvage	F.M. Crawford Lumber Company	1964	136
Foster Ranch	F.M. Crawford Lumber Company	1964	22,606
Indian Dick Right-of Way	F.M. Crawford Lumber Company	1965	138
Keller Right-of-Way	F.M. Crawford Lumber Company	1965	278
Keller Lake	F.M. Crawford Lumber Company	1965	7,869
Little Doe Salvage	F.M. Crawford Lumber Company	1966	370
Montague	F.M. Crawford Lumber Company	1966	441
Beaver Creek	F.M. Crawford Lumber Company	1966	397
Blands Cove	F.M. Crawford Lumber Company	1967	27,920
Espee	Georgia Pacific	1968	3,738
Doan Ridge	Georgia Pacific	1969	34,788
Buck Rock	Georgia Pacific	1970	5,599
Sheep Ridge	Georgia Pacific	1972	18,100
Cedar Springs	Georgia Pacific	1972	26,864
Indian Dick Salvage	Georgia Pacific	1972	1,058
Doan Ridge Fuelbreak	Louisiana Pacific Corporation	1973	165
Keller Insect Salvage	Prather Logging	1973	130
Thatcher Right-of-Way	Louisiana Pacific Corporation	1973	470
Twin Rocks	Louisiana Pacific Corporation	1973	6,458
Ant Ridge	Philo Lumber Company	1974	4,300

43
Exhibit 2

Volume Hauled over Private Road (Continued)

<u>Sale Name</u>	<u>Purchaser</u>	<u>Year Sold</u>	<u>Volume MBF</u>
Travelers Home	Louisiana Pacific Corporation	1974	6,866
Thatcher Right-of-Way #2	Louisiana Pacific Corporation	1974	95
Thatcher	Louisiana Pacific Corporation	1974	16,000
Little Howard	Heyrend Logging	1974	194
Newhouse Exchange	Louisiana Pacific Corporation	1975	800
Rock Cabin	Louisiana Pacific Corporation	1975	901
Howard Basin	Philo Lumber Company	1975	2,101
Wheatfield	Heyrend Logging	1975	709
Henthorne Right-of-Way	Louisiana Pacific Corporation	1975	30
Shotgun Salvage	Louisiana Pacific Corporation	1976	300
Billy Williams	Philo Lumber Company	1976	537
Butte Creek	Louisiana Pacific Corporation	1977	11,956
Running Salvage	Prather Logging	1977	321
Newhouse	Louisiana Pacific Corporation	1978	1,400
Cedar Salvage	Louisiana Pacific Corporation	1979	39
Summit	Louisiana Pacific Corporation	1975	16,500
Greenhouse	Louisiana Pacific Corporation	1981	200
Campbell Cull	Campbell Logging	1979	50
Grindstone Cull	Campbell Logging	1981	163
Lake	Louisiana Pacific Corporation	1974	24,000
Recer	F.M. Crawford	1964	29,700
Copper City	Georgia Pacific Corporation	1970	15,100
Big Foot Helicopter	Louisiana Pacific Corporation	1980	300

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS

1. The legal description furnished or obtained by the appraiser is assumed to be correct.
2. No responsibility has been assumed for matters which are legal in nature, nor has any opinion on title been rendered. This appraisal assumes marketable title. Liens and encumbrances, if any, have been disregarded, and the property is appraised as though free of indebtedness.
3. The information furnished the appraiser by others is believed to be reliable, but no responsibility is assumed for its accuracy.
4. No survey or engineering studies have been made by or for the appraiser to determine the boundaries of the property, encroachments, subsurface soil problems, engineering problems, or boundary conflicts and no responsibility in this regard is assumed.
5. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any person other than the client without the previous written consent of the appraiser or the client, and then only with proper qualifications.
6. Preparation and delivery of this report does not include the requirement to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless arrangements have previously been made therefore.
7. Maps, sketches, and other pictorial matter presented herein are for illustrative purposes only. Scales used are approximate, and differences in dimensions, locations, etc. which may be noted, have no significant effect on value conclusions.
8. The allocation of the total valuation of this report to land, improvements, timber, mineral values, or between land and any other value is arbitrary and, at best, might apply only under the existing or contemplated program of utilization stated in the report. Separate valuations presented must not be used in conjunction with any other appraisal, and are invalid if so used.
9. This appraisal is based upon the assumption that no change has taken place in the property between the date of the appraiser's inspection and the date of valuation. If important changes have taken place which were not considered in the appraisal analysis, the appraiser reserves the right of revising value estimates.
10. The fee received for this assignment is in no manner contingent upon the amount of the value estimate.

May, 12, 1982
Date

Robert E. Kleiner
Robert E. Kleiner, M.A.I.

CERTIFICATION

The American Institute of Real Estate Appraisers conducts a voluntary program of continuing education for its designated members. MAIs and RMs who meet the minimum standards of this program are awarded periodic educational certification. I have not been certified under this program.

May 12, 1982

Date

Robert E. Kleiner

Robert E. Kleiner

STANDARD FORM STATEMENT
FOR USE IN ALL APPRAISAL REPORTS

I. Standard Form Certification:

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

1. I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.

2. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

3. To the best of my knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based, are true and correct.

4. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analysis, opinions, and conclusions contained in this report.

5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the American Institute of Real Estate Appraisers of the National Association of Real Estate Boards.

6. No one other than the undersigned prepared the analysis, conclusions, and opinions concerning real estate that are set forth in this appraisal report.

II. Standard Form Restriction Upon Disclosure and Use:

Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the American Institute of Real Estate Appraisers of the National Association of Real Estate Boards.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the American Institute of Real Estate Appraisers or to the M.A.I. or R.M. designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

May 12, 1982

Date

Robert E. Kleiner
Robert E. Kleiner, M.A.I.

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LESTER J. MARSTON
DAVID J. RAPPORT
CALIFORNIA INDIAN LEGAL SERVICES
200 West Henry Street
Post Office Box 488
Ukiah, California 95482
Telephone: (707) 462-3825

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

NAVARA BRITTON, BIRDIE A. LOCKHART,)	No.
EARL BRITTON, JR., GERALD D.)	
BRITTON, HAROLD E. BRITTON,)	AMENDED COMPLAINT FOR
LAWRENCE RAY BRITTON, and REGINAL)	DECLARATORY AND
D. BRITTON,)	INJUNCTIVE RELIEF,
Plaintiffs,)	ACCOUNTING AND FOR
v.)	DAMAGES FOR TRESPASS TO
COUNTY OF MENDOCINO, THOMAS)	AN INDIAN ALLOTMENT
CROFOOT, NORMAN devALL, JAMES)	
EDDIE, DANIEL HAMBURG and JOHN)	
CIMOLINO, in their official)	
capacity as members of the)	
Mendocino County Board of)	
Supervisors; and C.F. CAMPBELL,)	
in his official capacity as the)	
Director of the Mendocino County)	
Department of Public Works,)	
Defendants.)	
JAMES WATT, Secretary of the)	
Interior, O. KATIE COX, in her)	
official capacity as Realty)	
Officer, Bureau of Indian Affairs,)	
Central California Agency,)	
and the UNITED STATES OF AMERICA,)	
Real Parties in Interest.)	

INTRODUCTION

This is an action brought by seven American Indians (hereinafter "plaintiffs") against the County of Mendocino (hereinafter "County") and certain county officials for damages

1
2 resulting from the County constructing, improving and maintaining
3 a road upon and across the plaintiffs' trust allotment without
4 the consent of the plaintiffs' or the Secretary of the Interior
5 or his designated representative in violation of federal law.
6 The plaintiffs seek a declaration from this Court recognizing the
7 plaintiffs right to: exclusively use and occupy their trust
8 allotment, to money damages for the County's past trespass, and
9 to appropriate ancillary relief.

10 JURISDICTION

11 1. This Court's jurisdiction over plaintiffs' claim is
12 based on the following:

13 a. Article VI cl. 2 of the Constitution of the
14 United States, in that plaintiffs assert that defendants actions
15 are inconsistent with the Constitution and laws of the United
16 States;

17 b. 28 U.S.C. §1331, in that plaintiffs' claims
18 arise under the Constitution and laws of the United States;

19 c. 28 U.S.C. §1343(3) and (4), in that the
20 plaintiffs have been deprived of rights, privileges and
21 immunities secured to them by the Constitution and laws of the
22 United States by the defendants under color of state law and that
23 plaintiffs are entitled to relief under 42 U.S.C. §1983;

24 d. 28 U.S.C. §1353, in that plaintiffs are
25 persons of Indian descent and claim rights to an Indian allotment
26 under the Act of February 8, 1887, 24 Stat. 388, as amended 25
27 U.S.C. §331 et seq.; Act of February 5, 1948, 62 Stat. 17, 25
28 U.S.C. §323-328 and the Act of August 15, 1894, 28 Stat. 305, as
29 amended 25 U.S.C. §345;

30 e. 28 U.S.C. §1360, in that plaintiffs assert
31 that defendants have encumbered real property held in trust by
32

1 the United States of America and that this action involves an
2 adjudication of an interest in such property.

3 2. A real and actual case or controversy now exists
4 between the plaintiffs and defendants calling for appropriate
5 declaratory, injunctive and ancillary relief. Plaintiffs claim
6 the right to exclusive use, occupancy, and possession of the land
7 in question while the defendants are now using and claiming an
8 interest in the same land and will continue to do so unless this
9 Court intervenes.

10 3. Venue is proper in this Court in that all the
11 plaintiffs and defendants reside and the real property which is
12 the subject of this action is located within the territorial
13 jurisdiction of this Court in the County of Mendocino, State of
14 California.

15
16 PARTIES

17 4. Plaintiffs are American Indians and enrolled
18 members of the Covelo Indian Community of the Round Valley Indian
19 Reservation, a federally recognized Indian Tribe. Plaintiffs are
20 the beneficial owners of Round Valley Allotment Number 631, the
21 legal title of which is held in trust for plaintiffs by the
22 United States of America.

23 5. Defendant County, is a political subdivision of the
24 State of California with a governing body organized under the
25 Constitution and laws of the State.

26 6. Defendant Mendocino County Board of Supervisors,
27 (hereinafter "Board") is the County agency vested under State law
28 with the authority to acquire, maintain, approve and regulate the
29 use of all county rights-of-way and/or roads across all lands
30 subject to its jurisdiction within the County. Defendants Thomas
31 Crofoot, Norman deVall, James Eddie, Daniel Hamburg and John
32 Cimolino are members of defendant Board and are sued in their

1 official capacity as members of the Board; said defendants are
2 vested with and exercise ultimate authority over and
3 responsibility for acquiring, constructing, opening, maintaining,
4 and improving all County rights-of-way, roads, and related
5 facilities within the County.

6 7. C.F. Campbell (hereinafter "Campbell") is the
7 Director of the Public Works Department for the County, and is
8 sued in his official capacity. Defendant Campbell is the chief
9 executive officer of the County Public Works Department and has
10 been delegated the responsibility by the Board to direct and
11 oversee the acquisition, construction, maintenance and
12 improvement of all county rights-of-way, roads and related
13 facilities within the County.

14 8. Real Party In Interest United States of America has
15 entered into a trust relationship with the plaintiffs and holds
16 legal title to plaintiffs Indian allotment in trust for their
17 benefit. Pursuant to this trust relationship the United States
18 of America has the obligation of insuring that plaintiffs' trust
19 allotment is not encumbered.

20 9. Real Party In Interest James Watt (hereinafter
21 "Watt") is the Secretary of the United States Department of the
22 Interior. As such Mr. Watt has the ultimate authority for
23 discharging the statutory and trust obligations owed by the
24 United States of America to the plaintiffs.

25 10. Real Party In Interest, O. Katie Cox (hereinafter
26 "Cox") is the Realty Officer for the United States Department of
27 the Interior, Bureau of Indian Affairs, Central California Agency
28 and is the agent of James Watt. As such, O. Katie Cox, is
29 responsible for approving and obtaining reasonable compensation
30 for all rights-of-way across Indian allotments located within the
31 exterior boundaries of the Round Valley Indian Reservation.

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FIRST CLAIM FOR RELIEF
(DECLARATORY RELIEF TRESPASS)

11. The subject matter of this action is the following parcel of real property situated within the Round Valley Indian Reservation, County of Mendocino, State of California:

Round Valley Allotment Number 631, described as S 1/2 North 1/2 Northwest 1/4 Southwest 1/4; South 1/2 Northwest 1/4 Southwest 1/4; Southwest 1/4 Southwest 1/4 all in section 13, T. 23 N., R. 13 W., MDM, California, containing 70 acres, more or less. (Hereinafter, "RV 631.")

12. RV 631 and all water rights appurtenant thereto, were lawfully and properly reserved and set aside for Indian purposes by the Congressional Act of March 3, 1873, 17 Stat. 633 (hereinafter "Act").

13. Pursuant to the Act, RV 631 and the water rights appurtenant thereto, were reserved and held in trust by the United States for the exclusive use, occupancy, benefit and possession of the Covelo Indian Community of the Round Valley Indian Reservation.

14. By a trust patent issued July 22, 1916, pursuant to the Act of February 8, 1887 (24 Stat. 388) as amended by the Act of February 28, 1891 (26 Stat. 794) and also pursuant to the Act of June 17, 1872, (27 Stat. 32), the United States granted to Navara Anderson aka Navara Britton, an Indian of the Round Valley Indian Reservation, and a named plaintiff herein, RV 631. (A copy of the trust patent issued on July 22, 1916 to Mrs. Britton is hereby incorporated by reference and attached hereto as Exhibit "A.")

15. By deed dated April 15, 1964, Navara Britton conveyed a 1/7 undivided interest in RV 631, to each of her children: Harold Edward Britton, Florence Ray Britton, Gerald

1 Delaroy Britton, Earl Britton, Jr., Reginald D. Britton, and
2 Birdie A. Lockhart, all named plaintiffs herein, reserving a life
3 estate in said allotment for herself. (A copy of the April 15,
4 1964 deed is hereby incorporated by reference and attached hereto
5 as Exhibit "B.")

6 16. Since March 3, 1873, the United States of America
7 has held RV 631 in trust for the Covelo Indian Community or
8 Navara Britton and her grantees.

9 17. During all times herein mentioned construction,
10 maintenance and improvement of rights-of-way over and across
11 RV 631 has required the consent and approval of the Secretary of
12 the Interior of the United States of America or his authorized
13 representative. Since at least February 5, 1948, pursuant to 25
14 U.S.C. §324, 62 Stat. 18, the formal consent and approval of
15 plaintiffs has also been required for the construction,
16 maintenance and improvement of rights-of-way upon or across
17 all or part of RV 631.

18 18. The plaintiffs are informed and believe and on
19 that basis allege that the defendants, their predecessors in
20 claimed interest and each of them, have caused to be constructed,
21 opened, maintained and improved, on and across RV 631 a county
22 road, commonly known as Mina Road. Said road was constructed,
23 opened, used, maintained and improved without the consent of the
24 Secretary of the Interior, his authorized representative or
25 plaintiffs. Said road is outlined in red on the map attached
26 hereto as Exhibit "C."

27 19. Pursuant to 25 U.S.C. §§324-328 and the
28 regulations promulgated thereunder, real parties in interest Watt
29 and Cox, have a direct interest in insuring that rights-of-way
30 are granted across RV 631 only with the consent of the Secretary
31 of the Interior after obtaining adequate compensation for
32 plaintiffs.

1 20. No valid right-of-way upon or across any portion
2 of RV 631 has ever been granted to or acquired by defendants or
3 any of their predecessors in claimed interest.

4 21. The acts of defendants and their predecessors in
5 claimed interest in constructing, opening, maintaining, and
6 improving Mina Road on and across RV 631 constitutes a trespass
7 on plaintiffs' property.

8 22. Plaintiffs are informed and believe and on that
9 basis allege that PHILO LUMBER COMPANY, HARWOOD LUMBER COMPANY,
10 LOUISIANA PACIFIC CORPORATION, CRAWFORD LUMBER COMPANY and other
11 private lumber companies as yet unknown to plaintiffs, have
12 repeatedly trespassed upon RV 631 by transporting logs and lumber
13 products across said land without the permission of plaintiffs or
14 the real parties in interest.

15 23. Plaintiffs are informed and believe and on that
16 basis allege that the quantity of logs and lumber transported by
17 said lumber companies across RV 631 was at least 100 million
18 board feet.

19 24. Plaintiffs are informed and believe and on that
20 basis allege that Twenty-Five Cents (\$.25) per thousand board
21 feet is reasonable compensation for the transportation of the
22 logs and lumber products across RV 631 described in paragraph 22
23 and 23 above.

24 25. In transporting said logs and lumber products
25 across RV 631 said lumber companies relied upon representations
26 made by defendants that Mina Road was a public right-of-way.

27 26. These acts of defendants have directly interfered
28 with plaintiffs use, benefit and quiet enjoyment of their
29 property by inter alia, covering and excavating the property;
30 causing uncompensated passage by vehicles across RV 631; causing
31 uncompensated passage by logging trucks and the hauling of logs
32 and wood products across RV 631 with accompanied noise and dirt

1 and the entry of defendants agents, employees, and equipment on
2 RV 631, all to plaintiffs damage and injury.

3
4 SECOND CLAIM FOR RELIEF
(INJUNCTION)

5
6 27. Plaintiffs hereby reallege each of the allegations
7 set forth in paragraphs 1-26 above, and by this reference
8 incorporates each such allegation herein as if set forth in full.

9
10 28. Defendants and each of them are now and intend in
11 the future to occupy, use, possess, control and exploit RV 631 in
12 a manner contrary to and adverse to the property rights of
13 plaintiffs and the direct interest of real parties in interest.

14
15 29. Unless defendants are preliminarily and
16 permanently restrained and enjoined from engaging in the actions
17 complained of herein, plaintiffs will suffer severe and
18 irreparable injury for which there is no adequate remedy at law,
19 in that plaintiffs' property has been and will continue to be
20 unavailable to plaintiffs for their use, occupancy and benefit.

21
22 THIRD CLAIM FOR RELIEF
(ACCOUNTING)

23
24 30. Plaintiffs hereby reallege each of the allegations
25 set forth in paragraphs 1-29 above, and by this reference
26 incorporates each such allegation herein as if set forth in full.

27
28 31. Plaintiffs are informed and believe and therefore
29 allege that defendants and/or their predecessors in claimed
30 interest, have received and/or are continuing to receive rents,
31 profits, wheelhauling fees and other forms of income from their
32 use, occupancy, possession and control of RV 631.

33
34 32. None of the defendants, nor any of their
35 respective predecessors in claimed interest, has ever accounted
36 to plaintiffs, the Secretary of the Interior or his authorized

1 representative for any of the rents, profits, wheelhauling fees,
2 and other forms of income or benefits described in Paragraph 31.

3 33. All of the rents, profits, or other forms of
4 income or benefits described in Paragraph 31 received by any of
5 the defendants or by any of their respective predecessors in
6 claimed interest is rightly and equitably the property of
7 plaintiffs.

8
9 **FOURTH CLAIM FOR RELIEF**
(DAMAGES)

10 34. Plaintiffs hereby reallege each of the allegations
11 set forth in paragraphs 1-33 above, and by this reference
12 incorporates each such allegation herein as if set forth in full.

13 35. Plaintiffs have suffered damages in a sum equal to
14 the total amount of rents, profits, and other forms of income or
15 benefits received by defendants, as described in Paragraph 31
16 which but for the wrongful and unauthorized use, occupancy and
17 possession of RV 631 would have been received by the plaintiffs,
18 rather than the defendants and their predecessors in claimed
19 interest.

20 36. Plaintiffs have been further damaged in an amount
21 as yet unascertained, equal to the difference between the annual
22 rental value (including lost economic value or profits) from the
23 use of RV 631 and the sum described in Paragraph 31 for each year
24 beginning from the date of the first trespass and ending on the
25 date of entry of judgment herein.

26
27 **FIFTH CLAIM FOR RELIEF**
(VIOLATION OF CIVIL RIGHTS UNDER COLOR OF STATE LAW)

28 37. Plaintiffs hereby reallege each of the allegations
29 set forth in paragraphs 1-36 above, and by this reference
30 incorporates each such allegation herein as if set forth in full.
31

1 defendants have trespassed upon RV 631 by constructing,
2 maintaining, using, and improving the road described herein,
3 without the consent of the Secretary of the Interior, his
4 authorized representative or the plaintiffs;

5
6 PURSUANT TO ITS SECOND CLAIM

7 1. That the court enter judgment preliminarily and
8 permanently enjoining the defendants, and each of them, their
9 agents, employees, and all persons acting in concert with any or
10 each of them, from using, occupying, possessing, improving,
11 entering upon, or exercising any other form of control over RV
12 631.

13 2. That at the option of plaintiffs the court enter
14 judgment ordering the defendants to restore RV 631 to its
15 original condition as it existed prior to the trespass complained
16 of herein or in the alternative award plaintiffs severance
17 damages in an amount equal to the cost of restoring RV 631 to its
18 natural condition as it existed prior to the trespass complained
19 of herein;

20
21 PURSUANT TO ITS THIRD CLAIM

22 1. That the court issue an injunction requiring the
23 defendants to account to the plaintiffs for all the rents,
24 profits, income or other benefits received by them, or their
25 predecessors in claimed interest, since the trespasses complained
26 of herein first began until the date of entry of judgment herein,
27 by virtue of defendants use, occupancy, possession and
28 development of RV 631;

29
30 PURSUANT TO ITS FOURTH CLAIM

31 1. That the court award damages to plaintiffs in an
32 amount equal to the total rents, profits and other forms of

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income or benefits received by the defendants according to the accounting requested herein;

2. That the court award further damages to plaintiffs in an amount equal to the difference between the annual rental value of RV 631 (including lost economic value or profits) and the amount of damages sought pursuant to the preceding paragraph for each year beginning from the date of the first trespass of which plaintiffs complain and ending on the date of entry of judgment herein.

3. That the Court award further damages to plaintiff for interference with plaintiffs use and quiet enjoyment of RV 631 in an amount to be proved at trial.

PURSUANT TO ITS FIFTH CLAIM

1. That the court award further damages to plaintiffs in an amount equal to the difference between the annual fair rental value of RV 631 (including lost economic value or profits) and the amount of damages sought pursuant to Paragraph 2 of plaintiffs' Fourth Claim for each year beginning from the date of the first trespass of which plaintiffs complain and ending on the date of entry of judgment herein.

2. That the court award damages for the deprivation of plaintiffs civil rights against each and every defendant in the amount of \$10,000;

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PURSUANT TO ALL CLAIMS

1. That plaintiffs be awarded costs of suit and reasonable attorneys fees;

2. That the court grant such other relief as it may deem appropriate.

DATED: *August 11, 1982*

CALIFORNIA INDIAN LEGAL SERVICES

By: *Lester J. Marston*
LESTER J. MARSTON

Attorneys for Plaintiffs