



# COLORADO RIVER INDIAN TRIBES

## *Colorado River Indian Reservation*

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July 26, 2010

John Benoit, Supervisor  
Riverside County  
Fourth District  
260 North Broadway  
Blythe, California 92225

**Re: West Bank Homeowners Association Letter**

Dear Supervisor Benoit:

The Colorado River Indian Tribes (Tribe) wishes to respond to the July 13, 2010 letter from Roger French, President of the West Bank Homeowners Association (WBHOA). In that letter, Mr. French insinuates that the Tribe has stolen personal property from Mr. Ronald Jones, a WBHOA member and criticizes the Riverside County Sheriff's Department's actions in response. We can assure you that Mr. French's assertions are not supported by the facts and that the Sheriff's Department has responded appropriately to Mr. French's complaint.

Contrary to Mr. French's suggestion, the Tribe has not stolen any property belonging to Mr. Jones. Rather, the Tribe impounded a trailer and boat that had been left by Mr. Jones on the Tribe's property for years. Prior to taking this step, the Tribe provided Mr. Jones with multiple notices and ample opportunity to recover his property, as a brief history of this matter demonstrates.

From 1980 to 1994, Mr. Jones leased a lot pursuant to a permit entered into by the Secretary of the Interior on behalf of the Tribe. The permit was executed by Mr. Jones, the Tribal Council Chairman and Secretary of the Tribe, and the Superintendent of the Colorado River Agency. Through the permit, Mr. Jones expressly acknowledged that the Lot was "Tribal Land" and was "within the Colorado River Indian Reservation." Mr. Jones further agreed that the permit did not, "confer upon Permittee [Jones] any equity, right, title or interest to or in the permitted lands." Further, Mr. Jones relinquished, "all past, present or future claims of right, title or interest in, the lands held under this permit or any other lands within the Colorado River Indian Reservation." Mr. Jones also agreed to remove any improvements or personal property from Lot 20 within thirty (30) days from the expiration or termination of the permit. Finally, Mr. Jones agreed that any improvements or personal property not removed from Lot 20 within the thirty (30) day period, "shall become the property of the Permitter [Tribe] and shall be subject to

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disposition by Permitter [Tribe] free from any responsibility to the Permittee [Jones] or any third party in connection therewith.”

Over the years, however, Mr. Jones failed to pay the required rent and, on August 10, 1994, the Superintendent of the Colorado River Agency cancelled Mr. Jones’ permit. Pursuant to the terms of his permit, Mr. Jones was provided with thirty (30) days to vacate Lot 20 and remove any improvements or personal property. Also pursuant to the terms of his permit any improvements or personal property that remained on Lot 20 after the thirty (30) day period became the property of the Tribe.

Despite this cancellation and notice, Mr. Jones did not remove all of his personal property from Lot 20. On May 27, 2010, the Tribe noted that a boat, with an expired registration dating to 2001, and trailer, which was not connected to power, sewer, water or any other service, remained on Lot 20. Pursuant to the tribal code, the Tribe’s Police Department posted a Notice of Abandonment and Intention to Impound on the boat on June 22. After waiting for longer than the statutory period, the Police Department impounded the boat on June 24.

Since then, the Tribe has met with Mr. Jones on several occasions, seeking to resolve any dispute regarding the boat and trailer amicably. During one such meeting on June 29, Mr. Jones indicated that his primary residence was in the Morongo Valley and that he visited Lot 20 only very occasionally. Mr. Jones also acknowledged that his permit was terminated in 1994 and that he did not have a valid permit or lease for Lot 20. Mr. Jones also claimed that both the boat and trailer on Lot 20 belonged to him. The Tribe advised Mr. Jones he was in trespass and offered to engage in settlement discussions with him to resolve his back rent and penalties and to enter into a new lease agreement. Mr. Jones declined this offer. Because Mr. Jones had no permission to remain on Lot 20, nor any interest or ability to enter a new lease with the Tribe, the Tribe encouraged him to remove the trailer from the lot.

The Tribe met with Mr. Jones again on July 6. The purpose of this meeting was to provide Mr. Jones with an opportunity to redeem the impounded boat. Contrary to Mr. French’s assertion, the Tribe did not demand \$234,000 in exchange for the impounded boat. Rather, the Tribe informed Mr. Jones that he was required to pay the statutory impound fee of twenty-eight dollars per day plus towing charges to recover his boat. Mr. Jones declined to pay this impound fee and failed to provide a copy of the boat title indicating his ownership.

Mr. Jones also declined to remove the trailer, which he claimed to own, from Lot 20. Thus, on July 11, the Tribe’s Police Department posted a Notice of Abandonment and Intention to Impound on this trailer. Mr. Jones, through his attorney, requested the Notice be withdrawn, a request the Tribe would have considered had Mr. Jones, or his attorney, evinced any serious intention to enter into settlement discussions. Since they did not, the Tribe impounded the trailer on July 22.

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As is clear from this history, the Tribe has exercised considerable restraint in dealing with Mr. Jones. Pursuant to the terms of the permit Mr. Jones executed, the improvements and personal property remaining on Lot 20 became the property of the Tribe in September 1994. However, the Tribe elected to post the property as abandoned in an effort to provide an additional, but not required, layer of notice to Mr. Jones or any other person claiming an ownership interest in the boat or trailer.

Likewise, the Riverside County Sheriff's Department's actions have been wholly appropriate. The Sheriff has committed to keeping the peace in this area and the officers of the Department have done an admirable job doing so.

As you can see, Mr. French's representation of the Tribe's actions with respect to Mr. Jones is less than accurate. His representation of the Tribe's authority over the so-called "disputed lands" in California is also incorrect. The lands Mr. French refers to as "disputed" are in fact owned by the United States and held in trust for the benefit of the Colorado River Indian Tribes. This is not just the opinion of the Tribe, it is also the position of the United States. As recently as 2008, the United States Department of Justice, in response to an inquiry from Congresswoman Bono Mack, stated, "the lands leased by members of the West Bank Homeowners Association lie within the Reservation." I have enclosed a copy of the letter for your reference. The 2008 letter is consistent with decades of lawsuits brought by the Department of Justice in federal district court to enforce both the reservation boundary and the trust status of these lands. No court has ever held otherwise.

Indeed, for many years Mr. French himself recognized the Tribe's ownership of land in what he now calls the "disputed area." From 1983 to 1996 Mr. French occupied a lot within the Riverside County portion of the Reservation pursuant to a permit entered into by the Secretary of the Interior on behalf of the Colorado River Indian Tribes. Like Mr. Jones's permit, Mr. French's permit identified the Colorado River Indian Tribes as the "Permitter." Through the permit, Mr. French expressly acknowledged that the lot was "Tribal Land" and was "within the Colorado River Indian Reservation." For a decade Mr. French paid rent and generally complied with the terms of his permit. In 1993 the Tribe and the Bureau of Indian Affairs (BIA) increased the annual rental rate for the permits within the portion of the Reservation located within Riverside County. Most permittees paid the increased rent and continue to occupy lots along the Colorado River. Others declined to pay the increased rent and moved off the Reservation. Some, like Roger French, declined to pay increased rent yet continued to vacation on the Tribe's land.

On August 9, 1996, the Acting Area Director of the Bureau of Indian Affairs cancelled Mr. French's permit due to his failure to pay rent. Pursuant to the terms of his permit, Mr. French was provided with thirty (30) days to vacate Lot 28 in the Rymer Subdivision and remove any improvements or personal property. Also pursuant to the terms of his permit any improvements or personal property that remained on Lot 28 after the thirty

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(30) day period became the property of the Tribe. Mr. French and the other members of the WBHOA appealed the termination of their permits to the Interior Board of Indian Appeals (IBIA). The IBIA dismissed that appeal in October 1997.

For nearly 14 years Mr. French has been and remains nothing more than a common trespasser on the Tribe's land. For this reason, the Tribe has long suspected that Mr. French's arguments about the "disputed lands" are motivated more by personal economics than principle.

The Tribe is actively working to resolve the numerous instances of trespass within the portion of the Reservation that lies within Riverside County. As the Tribe has stated in the Trespass Notices posted in the Water Wheel, Twin Palms and Lingle Akin Subdivisions on May 27, the Shaggy Tree and McCoy Subdivisions on July 1, and will be posting in the Rymer, Jack Aye and Sansbar Subdivisions, the Tribe would prefer to amicably resolve the many cases of trespass within these subdivisions. The Tribe has been encouraged by the numerous positive responses it has received to these notices and hopes it will reach an amicable resolution to each and every instance of trespass on its lands.

If you have any questions regarding this matter, please do not hesitate to call the Tribe's Attorney General, Eric Shepard, at (928) 669-1271.

Very truly yours,

COLORADO RIVER INDIAN TRIBES



Eldred Enas  
Tribal Council Chairman

Enclosure

Cc: Congresswoman Mary Bono Mack  
Matt W. Crain, Bureau of Indian Affairs Acting Regional Director  
Sheriff-Coroner Stanley Sniff, Riverside County Sheriff's Department  
Captain Rodney Vigue, Riverside County Sheriff's Department  
Tribal Council  
Eric Shepard, Attorney General



U.S. Department of Justice

Office of Legislative Affairs

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Office of the Assistant Attorney General

Washington, D.C. 20530

June 16, 2008

The Honorable Mary Bono Mack  
U.S. House of Representatives  
Washington, D.C. 20515

Dear Congresswoman Mack:

This responds to your letter of February 22, 2008, regarding the location of the western boundary of the Colorado River Indian Reservation ("Reservation"). We are sending a similar letter to Congressman Dreier, the other signatory of your letter. The long-standing position of the United States, as set forth in an order of the Secretary of the Department of the Interior and in filings before the U.S. Supreme Court, is that the Reservation extends past the west bank of Colorado into the State of California.

An Executive Order of May 15, 1876, established the boundaries of the Reservation. In 1879, W.F. Benson undertook a meander survey of the lower Colorado River ("Benson Survey"). In 1969, Secretary Udall determined that the western boundary of the Reservation was a fixed line, rather than a boundary that varied with the movement of the Colorado River. Order of Secretary Udall to the Bureau of Land Management, January 17, 1969. Secretary Udall also found that the Benson Survey constituted the western boundary of the Reservation.

The United States in filings before the U.S. Supreme Court confirmed this understanding of the western boundary of the Reservation. In *Arizona v. California*, the United States and the Colorado River Indian Tribes ("CRIT") filed a stipulation on March 4, 1999, concluding that "the lands described in the 1969 Secretarial Order, are included within the Reservation set aside by the Executive Order of May 15, 1876 and are held in trust by the United States for the benefit of the Tribes." The Supreme Court ultimately affirmed a settlement of the water rights of CRIT and did not adjudicate the Reservation boundaries. See *Arizona v. California*, 530 U.S. 390, 419 (2000).

According to the 1969 Order of Secretary Udall, the western boundary of the Reservation runs "from the top of Riverside Mountain, California, through section 12, T. 5 S., R. 23 E. S.B.M., California." The lands leased by the members of the West Bank Homeowners Association ("WBHA"), therefore, lie within the Reservation. In addition, if the Water Wheel Resort lies within the Benson Survey line, it too is within the Reservation. Moreover, arguments regarding the western boundary of the Reservation do not alter the fact that neither the members

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of the WBHA, nor the Water Wheel Resort, if it lies within the Benson Survey line, possess title to the lands at issue. See *Arizona v. California*, 530 U.S. at 419 n.6 (denying WBHA request to intervene on the grounds that the Association and its members "do not own land in the disputed area"). In the unlikely event that the lands at issue do not constitute part of the Reservation, they nevertheless belong to the United States. As a result, regardless of the location of the Reservation's western boundary, Water Wheel Resort (if located within the Benson Survey line) and the members of WBHA occupy land to which the United States holds title, either in trust for CRIT or in its own right. If these entities and their members wish to continue to occupy this land, they must have a valid lease and make payments pursuant to that lease.

If we can be of further assistance regarding this or any other matter, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith B. Nelson", with a stylized flourish at the end.

Keith B. Nelson  
Principal Deputy Assistant Attorney General