

Conservator was Walter Melrose; attorney was James Hollowell; 48E . . . Conservator is Stanley T. Spiegelman, attorney is James Hollowell. The K.D.E.S. lease involved only a small portion of the Andreas property, which has been outlined in the northeast corner of 48E.

Attached hereto and incorporated herein is Exhibit "B", which is the pertinent pages of the K.D.E.S. lease. Please note that article No. 34 is Easements and Rights of Way. The pertinent language there is "lessor hereby promises and agrees to grant to lessee whatever rights of way are reasonably required by lessee over lessor's real property."

Negotiations in regards to the K.D.E.S. lease were commenced by the conservator, Mr. Spiegelman, approximately in the summer of 1963. My first proposed draft of the lease was submitted to the Bureau of Indian Affairs on July 28, 1964. As you can see from Exhibit "B", it was finally approved on August 30, 1965. When negotiations commenced in 1963, the representatives of K.D.E.S., being unfamiliar with Indian matters, and realizing there were easement problems, stated to the conservator and myself that they would pay all legal expenses, except for the preparation of the lease, including rights of way over other Indian lands, and other help and assistance needed by them from attorney Hollowell.

Attached hereto and incorporated herein is Exhibit "C", which is the Fifth and Final Account Current of Walter Melrose in the estate of Eugene Segundo, which is parcel 32E, and for which I was the attorney of record. Mr. Melrose consented to the rights of way, which is shown by a red line coming from K.D.E.S. through the remaining portion of Andreas, through Segundo's property, and then through 33E down to the street known as Vista Chino. Commencing with item No. 6 on page 3 of this accounting for Segundo, it is set out clearly and plainly that my services in regards to the K.D.E.S. rights of way, in which there were three, were not being charged to Mr. Segundo, but were being charged to K.D.E.S. I point out that this accounting was not included as an exhibit in the Task Force Final Report. This was a deliberate omission.

In regards to my representation of the conservator for parcel 32E, as attorney, it is certainly understandable that the conservator, Mr. Melrose, would grant the easements over this property to aid the Andreas Indian property to the north, and it is further understandable that Mr. Melrose, after approving the documents, would require that this would be at no cost to the Indian estate, since the right of way was of no value to the 32E estate. This was Mr. Melrose's understanding and this was clearly set forth in Exhibit "C".

Attached hereto and incorporated herein is Exhibit "D", which is a small portion of pertinent correspondence in my K.D.E.S. lease file. I am not sending in the whole file, since it is so voluminous. Attorney Arnold's letter of January 16, 1964 and my letter to him of January 27, 1964, indicate some of the problems that presented themselves. My letter of May 6, 1965 to K.D.E.S. and Thurman Arnold, also signed by Stanley T. Spiegelman, spells out that whatever easements are required are to be at the expense of K.D.E.S.

The next copy of my letter of May 17, 1965, indicates one of the problems. K.D.E.S. had switched attorneys. The last paragraph in my letter indicates clearly that the K.D.E.S. attorneys would prepare the easement agreements, and that I was representing the Indian lessor.

My next letter of January 10, 1966, to K.D.E.S. clearly spells out my understanding that K.D.E.S. was to pay me for certain miscellaneous matters. The next letter of March 4, 1966, further illustrates how these problems arise. K.D.E.S. had again switched attorneys. This letter then brought up a newer interpretation, in regards as to who was to pay for what. I have underlined the pertinent portion.

The next letter of April 6, 1966 from the K.D.E.S. attorneys further indicates that they were having me take care of miscellaneous loose-end matters for everyone concerned. My next letter of April 7, 1966 shows me sending a copy of the easement agreement to my client, Walter Melrose, on behalf of the 32E parcel and my next letter of May 2, 1966 shows me sending it on to the Bureau.

The next letter of May 16, 1966 from the attorneys for K.D.E.S. indicates that problems had arisen, resulting in more legal work, and further indicates that they were depending on me to run liaison and help them out. My next letter of May 5, 1966 to City National Bank, the conservator of the 33E portion, further illustrates my understanding to help in all respects wherever possible, to expedite the matter. Please note that I was not the attorney on the 33E parcel.