

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

214



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
January 3, 2013

SUBJECT: Resolution No. 2013-001, Authorization to Convey Fee Simple Interest in Real Property in the Cabazon Area to the Morongo Band of Mission Indians

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2013-001, Authorization to Convey a Fee Simple Interest in Real Property located in the Unincorporated Area of Cabazon, County of Riverside, a Portion of Assessor's Parcel Number 523-140-003 by Grant Deed to the Morongo Band of Mission Indians;
2. Approve the Purchase and Sale Agreement and Authorize the Chairman of the Board to execute the same; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 3,850	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Sales Proceeds

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Lisette Rose
 Departmental Concurrence
 RICHIA MUNROE
 DATE: 1/15/13

FORM APPROVED COUNTY COUNSEL
 BY:

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

3-5

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

EDA-001a-F11
Jan. 15, 2013

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA or his designee, to execute any other documents to complete this transaction, including the Grant Deed.

BACKGROUND:

Pursuant to Government Code Section 25365, the County may transfer interests in real property, or any interest therein, belonging to the County to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use. The County intends to convey Fee Simple Interests in Real Property located in the unincorporated Cabazon area, County of Riverside, being a 10.61 acre portion of Assessor's Parcel Numbers 523-140-003 by Grant Deed, more particularly described in Exhibits A, Legal Description and Exhibit B for each respective real property interest, attached hereto, to the Morongo Band of Mission Indians.

The County acquired APN 523-140-003, consisting of 11.5 acres, for the Public Safety Enterprise Communication (PSEC) project in June 2009. The PSEC communication facility was built on less than 1 acre of the property, the remainder is surplus and is not necessary for the PSEC project or required for any other County use. In July of 2011, the Real Estate Division complied with Government Code 54220 and notified local governmental agencies, including tribes, of our intention to sell. The Morongo Band of Mission Indians (Tribe) responded to the notice and expressed their interest in acquiring the property, as it is adjacent to their tribal land. The Real Estate Division has negotiated a sales price of \$75,000 with the Tribe. Transferring ownership of the land to the Tribe would be in both parties best interest as the Tribe seeks development control over lands within their sphere of influence, and the PSEC project seeks cost recovery of any land purchased for the project that is in excess of their true needs.

The Real Estate Division of EDA already incurred the cost of an appraisal for \$3,500.00. The County will pay one half of the escrow fee related to this transaction, estimated at \$350.00. These expenses will be taken out of the gross proceeds at close of escrow. The remainder of the proceeds will be delivered to PSEC.

The resolution has been reviewed and approved by County Counsel as to legal form.

Attachment:
Purchase and Sale Agreement

FORM APPROVED BY COUNSEL
BY: PATRICIA [Signature]
DATE 11/20/12

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

Resolution No. 2013-001

Authorization to Convey a Fee Simple Interest in Real Property located in the Unincorporated Area of Cabazon, County of Riverside, by Grant Deed to the Morongo Band of Mission Indians (Portion of Assessor's Parcel Number 523-140-003)

WHEREAS, the Public Safety Enterprise Communicate (PSEC) Morongo communication facility is situated on land owned by the County of Riverside, having been built by the County of Riverside in 2012, and is currently in use to provide emergency communication services to County Sheriff and County Fire;

WHEREAS, the Morongo Band of Mission Indians (Tribe) is a federally recognized tribe;

WHEREAS, the County acquired 11.5 acres of land for the PSEC project but the project required less than one acre of land;

WHEREAS, the Tribe and the County of Riverside concur that it would be in both parties best interest to transfer the excess portion of the land to the Tribe for \$75,000.00; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, in regular session assembled on January 15, 2013, at 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the conveyance to the Morongo Band of Mission Indians the following described real property: Certain real property located in the unincorporated Cabazon area, County of Riverside, State of California, identified by and as a portion of assessor parcel number 523-140-003 by Grant Deed and, more particularly described in Exhibit "A" Legal Description for each respective assessor parcel number, attached hereto and thereby made a part hereof.

1 BE IT FURTHER RESOLVED and DETERMINED that the Chairman of the Board of
2 Supervisors of the County of Riverside is authorized to execute the Purchase and Sale
3 Agreement to complete the conveyance of real property and this transaction.

4 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
5 Officer/EDA or his designee, is authorized to execute any other documents to complete this
6 transaction, including the Grant Deed.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
8 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

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Exhibit "A"
Legal Description

All that portion of Section 11, Township 3 South, Range 2 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, described as follows:

The North 500 feet of the South 977 feet of the West 1000 feet of the Northwest $\frac{1}{4}$ of said Section 11.

Except therefrom the following described parcel:

Commencing at the West $\frac{1}{4}$ Corner of Section 11 as shown on Record of Survey filed in Book 69, pages 68-71 inclusive, in the Office of the County Recorder of said County;

thence North $1^{\circ}15'28''$ West along the West line of the Northwest $\frac{1}{4}$ of Section 11, a distance of 477.05 to the Southwest corner of the North 500 feet of the South 977 feet of the West 1000 feet of the Northwest $\frac{1}{4}$ of Section 11, said point being the **True Point of Beginning**;

thence North $89^{\circ}35'31''$ East along the South line of said property, a distance of 236.00 feet;

thence North $1^{\circ}15'28''$ West, parallel to the West line of said Northwest $\frac{1}{4}$, a distance of 160.00 feet;

thence South $89^{\circ}35'31''$ West, a distance of 236.00 feet to a point on the West line of Section 11;

thence South $1^{\circ}15'28''$ East, on the West line of Section 11, a distance of 160.00 feet to the **True Point of Beginning**.

Containing an area of approximately 10.61 acres.

Subject to all other easements and offers of dedication of record.

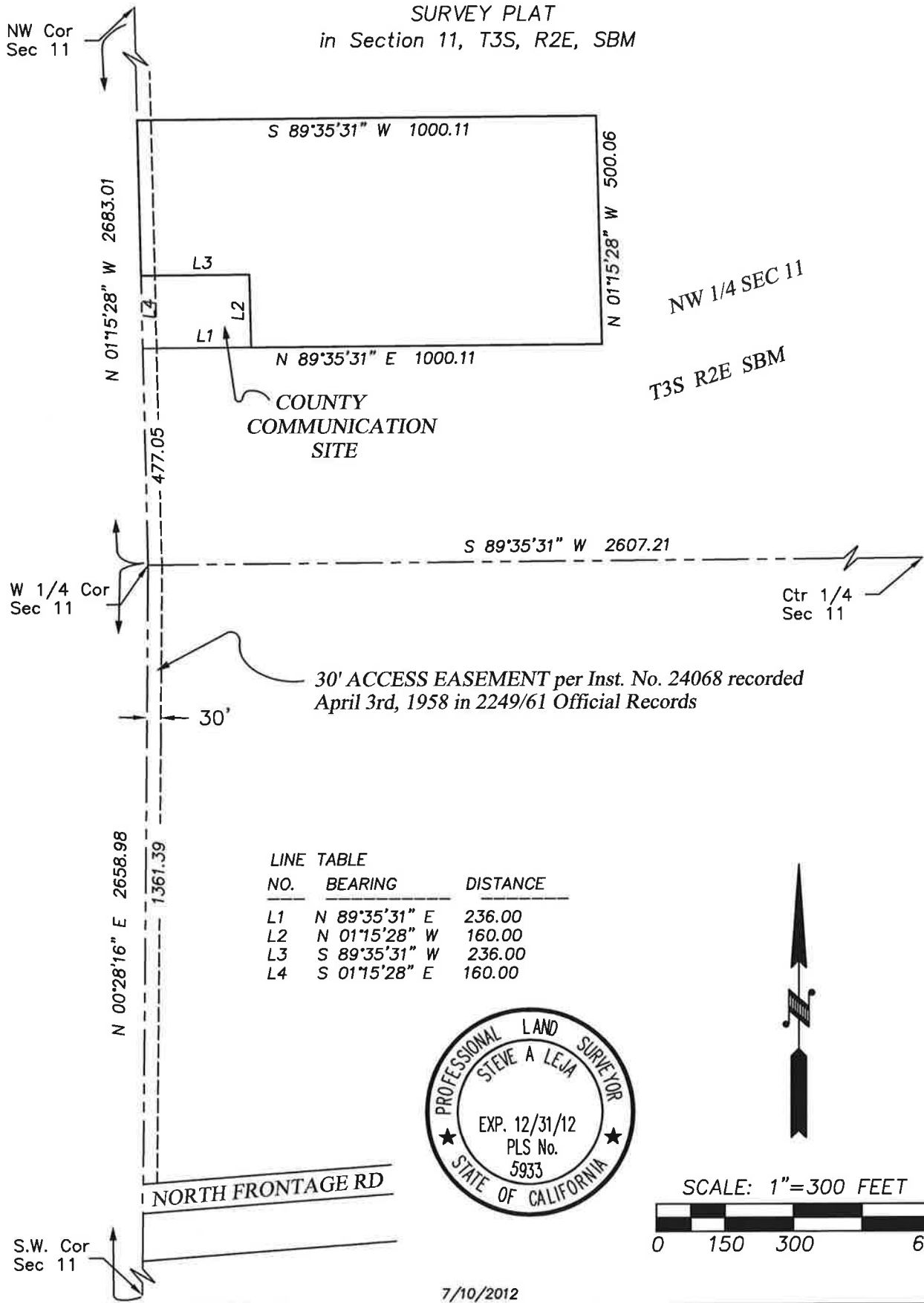
As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared by:

Steve A. Leja – PLS 5933

Leja Surveying Corp

EXHIBIT "B"
 SURVEY PLAT
 in Section 11, T3S, R2E, SBM



7/10/2012

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
BY AND BETWEEN

MORONGO BAND OF MISSION INDIANS
A Federally Recognized Tribe
as Buyer

AND

THE COUNTY OF RIVERSIDE,
A Political Subdivision of the State of California
as Seller

Approximately 10.61 acres of vacant land in the vicinity of
the unincorporated community of Cabazon, Riverside County, California
A Portion of Assessor's Parcel Number 523-140-003

1 **PURCHASE AND SALE AGREEMENT**
2 **AND JOINT ESCROW INSTRUCTIONS**
3

4 THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
5 (“Agreement”) is made and entered into this _____ day of _____, 2012,
6 by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California
7 (“Seller”), MORONGO BAND OF MISSION INDIANS, a Federally Recognized Tribe, (“Buyer”).

8 Buyer and Seller agree as follows:

9 1. **Definitions.** For the purposes of this Agreement, the following terms will be
10 defined as follows:

11 (a) **“Effective Date”**: The Effective Date is the date on which this Agreement
12 is approved and fully executed by Buyer and Seller as listed on the signature page of this
13 Agreement;

14 (b) **“Property”**: The Seller is the owner of certain real property located in the
15 City of Riverside, California, and further described in Exhibit “A” attached hereto and made part
16 hereof. The real property consisting of vacant land, including all the privileges, rights,
17 easements appurtenant to the land, and all other structures, fences or improvements located
18 thereon and situated on approximately 10.61 acres. The Property is located 1,900 feet north of
19 Seminole Road in the vicinity of the unincorporated community of Cabazon, in Riverside
20 County, California, and is also known as Assessor’s Parcel Numbers 523-140-003.

21 (c) **“Purchase Price”**: The Purchase Price is Seventy-Five Thousand Dollars
22 (\$75,000.00);

23 (d) **“Escrow Holder”**: Lawyers Title and Escrow at the address set forth in
24 subparagraph (i) below. The escrow number is 7805059, and has been assigned to Whitney
25 Adkins__, Escrow Officer;

26 (e) **“Title Company”**: Lawyers Title at the address set forth in subparagraph (i)
27 below. The title order number is 612671272, and Frank Zintizun is the Title Representative;

28 (f) **“Closing” and “Close of Escrow”**: Are terms used interchangeably in this

1 Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the
2 Grant Deed is recorded in the Official Records of the County of Riverside in the manner
3 provided herein;

4 (g) "Closing Date": The Closing Date shall be on or before September 30,
5 2012 unless otherwise agreed to in writing by both parties;

6 (h) "Due Diligence Period": "Due Diligence Period" is the period commencing
7 on the Effective Date and ending on the Closing Date.

8 (i) "Notices". In the event either party desires or is required to give notice
9 to the party in connection with this Agreement, the same shall be in writing and shall be
10 deemed to have been given when delivered in person, by recognized overnight air courier
11 service, by confirmed facsimile transmission, or deposited with the United States Postal
12 Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate
13 address as set forth in subparagraph (i) below. All notices sent by mail will be deemed received
14 three (3) days after the date of mailing. "Notices" will be sent as follows:

15 Buyer:

16 Robert Martin, Chairman
17 Morongo Band of Mission Indians
18 12700 Pumarra Rd.
19 Banning, CA 92220

With copies to:

20 Roger Meyer, CEO
21 Mark St. Angelo, Tribal Attorney
22 12700 Pumarra Rd.
23 Banning, CA 92220

24 Seller:

25 County of Riverside/Real Estate Division
26 3403 Tenth Street, #500
27 Riverside, California 92501
28 Attn: Vincent Yzaguirre
Telephone: 951.955.4820
Fax No.: 951.955.4837
Email: VYzaguirre@rivcoeda.org

With copies to:

Clerk of the Board

Escrow Holder:

Lawyers Title
1555 South Palm Canyon Drive, Ste D101
Palm Springs, CA 92264
Whitney.Adkins@ltic.com
760-327-6523 ext. 15
866-665-7637, fax number

1 Title Company:

2 Lawyers Title, Frank Zintzun
3 3480 Vine Street
4 Riverside, CA 92507
5 951-318-6204

- 6 (j) **Exhibits:**
7 Exhibit "A" - Legal Description
8 Exhibit "B" - Grant Deed

9 2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in
10 this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the
11 Property from Seller, together with all easements, appurtenances thereto, and all
12 improvements and fixtures situated thereon.

13 3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:
14 Within Thirty (30) days following the opening of escrow, as described in Paragraph 4, below,
15 Buyer shall deposit an amount equal to the sum of the purchase price plus a good faith
16 estimate of Buyer's share of all costs, expenses and prorations under this Agreement with
17 Escrow Holder, in the form of a cashier's check or other immediately available funds. Escrow
18 Holder shall deposit said funds in an interest bearing account which shall be applied against
19 the Purchase Price at closing and any overages including the interest shall be returned to
20 Buyer at close of escrow.

21 4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow
22 Holder within ten (10) business days after the Effective Date by delivery to Escrow Holder of
23 the fully executed original or originally executed counterparts of this Agreement which date
24 shall be the official Opening Date of Escrow reference herein. This purchase shall be
25 contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and
26 the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document.
27 This contingency will be removed from escrow upon the receipt of the executed Purchase and
28 Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors
and the Buyer. Buyer and Seller agree to execute any additional instructions reasonably

1 required by the Escrow Holder. If there is a conflict between any printed escrow instructions
2 and this Agreement, the terms of this Agreement will govern.

3 **5. Deliveries to Escrow Holder.**

4 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be
5 delivered to Escrow Holder the following items:

6 (a) A Grant Deed ("**Grant Deed**"), for each property conveyed, in the
7 form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and
8 in recordable form, conveying the Property to Buyer;

9 (b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA**
10 **Certificate**");

11 (c) Proof of release of any and all liens, and payment of any and all
12 fees or special assessments against the Property;

13 (d) A duly executed copy of the approval of the Board of Supervisors
14 Authorization to Purchase and the Approval of the Purchase and Sale Agreement and Joint
15 Escrow Instructions document.

16 5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner
17 sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause
18 to be delivered to Escrow Holder the following items:

19 (a) The Purchase Price in accordance with Paragraph 3 above;

20 (b) The amount due Seller and any third parties, if any, after the
21 prorations are computed in accordance with Paragraph 16.3 below;

22 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other
23 instruments consistent with this Agreement as are reasonably required by Escrow Holder or
24 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title
25 Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the
26 Internal Revenue Code.

27 **6. Condition of Title.**

28 At the Close of Escrow, fee simple title to the Property will be conveyed to Buyer

1 by Seller by Grant Deed, subject only to the following matters (“Permitted Exceptions”):

2 (a) A lien for local real property taxes and assessments not delinquent;

3 (b) Matters affecting the condition of title to the Property created by or with the
4 written consent of Buyer;

5 (c) All applicable laws, ordinances, rules and regulations of any applicable
6 governmental authority; and

7 (d) Any matters that have been disclosed by an accurate survey or a
8 reasonable physical inspection of the Property accepted by the Buyer.

9
10 **7. Conditions to the Close of Escrow.**

11 7.1 Conditions Precedent to Buyer’s Obligations. The following conditions
12 must be satisfied not later than the Closing Date or such other period of time as may be
13 specified below:

14 (a) Title. Seller will obtain a report of title for the Property prepared by
15 the Title Company (“Preliminary Title Report” or “PTR”) and referenced as Order Number
16 612761272, together with copies of the exceptions to title described in the Preliminary Title
17 Report. Buyer shall have thirty (30) days after the Effective Date to review and/or disapprove
18 the PTR and/or any matters/exceptions in the PTR. In the event that Buyer objects to one or
19 more exceptions (collectively, the “Objectionable Exceptions”), as shown in the PTR, Seller will
20 have thirty (30) days after receipt of Buyer’s objections to advise Buyer in writing that:

21 (i) Seller will remove any Objectionable Exceptions or obtain
22 appropriate endorsements to the title policy on or before the Closing Date; or

23 (ii) Seller will not cause one or more of the Objectionable
24 Exceptions to be removed. If Seller advises Buyer that it will not cause (or fails to timely advise
25 Buyer that it will cause) any Objectionable Exceptions to be removed, Buyer will have ten (10)
26 days to elect, as its sole remedy, to:

27 (1) Proceed with the purchase and acquire the Property,
28 subject to the Objectionable Exceptions without reduction in the Purchase Price; or

1 (2) Cancel the Escrow and this Agreement by written
2 notice to Seller and the Escrow Holder, in which case any deposit, together with interest
3 thereon, will be returned to Buyer and the cancellation costs will be borne by Buyer.

4 (iii) If Seller commits to remove any of the Objectionable
5 Exception and fails to do so by the Closing Date, then Seller will be in default under this
6 Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its
7 remedies as set forth herein and any remedies available to Buyer at law or in equity.

8 (b) Title Insurance. As of the Close of Escrow, the Title Company will
9 issue, or have committed to issue, an ALTA Standard, Title Policy to Buyer with only the
10 Permitted Exceptions.

11 (c) Delivery of Information. Seller represents that Seller will deliver to
12 Buyer any and all of the existing original or true copies of the following documents in
13 possession of the Seller or has a duty to disclose: all surveys relating to the Property that are
14 material to this purchase. All items delivered by Seller to Buyer shall be to the best of Seller's
15 actual knowledge, true, correct, and complete copies of the items in Seller's possession, and
16 except as expressly set forth herein, Seller makes no warranty regarding the contents of such
17 items. If the Escrow shall fail to close for any reason, all such items in this subsection (c), shall
18 be immediately returned to Seller. Buyer shall have until the close of escrow to review and
19 approve or disapprove items in this Paragraph 7.1 and Subsection 7.1(c).

20 (d) The conditions set forth in Paragraph 7.1 are solely for the benefit of
21 Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any
22 condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

23 (e) The Close of Escrow and Buyer's obligations with respect to this
24 transaction are subject to Seller's delivery to Escrow Holder, on or before the Closing Date, of
25 the items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items
26 described in Paragraph 7.1(a).

27 7.2 Conditions Precedent to Seller's Obligations. The following shall be
28 conditions precedent to Seller's obligation to consummate the purchase and sale transaction

1 contemplated herein:

2 (a) Buyer shall have delivered to Escrow Holder, prior to the Closing,
3 for disbursement as directed hereunder, an amount equal to the Purchase Price and any other
4 funds in accordance with this Agreement;

5 (b) Buyer shall have delivered to Escrow Holder the items described in
6 Paragraphs 5.2 and 5.3, above; and,

7 (c) The conditions set forth in Paragraph 7.2 are solely for the benefit of
8 Seller and may be waived only by Seller. At all times Seller has the right to waive any
9 condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

10 8. **Delivery of Property.** The consummation of this transaction is subject to the
11 Seller delivering the Property and compliance with applicable laws.

12 9. **Maintenance of Property.** Seller shall be responsible for the diligent
13 maintenance of the entire Property, and pay any and all expenses incurred in the maintenance
14 of the Property, until the Close of Escrow.

15 10. **Warranties.** Not applicable.

16 11. **Due Diligence by Buyer.**

17 11.1 Matters to Be Reviewed. Buyer shall have until Close of Escrow to
18 complete its due diligence investigation of the Property and to approve each of the following
19 matters (collectively, "Buyer's Investigations"):

20 (a) The physical condition of the Property, with respect to hazardous
21 and toxic materials, if any, and in compliance with all applicable laws, including any laws
22 relating to hazardous and toxic materials;

23 (b) All applicable government ordinances, rules and regulations of
24 Seller's compliance therewith, including, but not limited to, zoning and building regulations; and

25 (c) All licenses, permits and other governmental approvals relating to
26 the Property, which shall remain in effect after the Close of Escrow.

27 11.2 Due Diligence Requirements.

1 (a) Subject to Section 20.4 below, Buyer shall only conduct a visual
2 inspection of the Property and shall have no right to conduct any physical testing, boring,
3 sampling or removal (collectively, "Physical Testing") of any portion of the Property without first
4 obtaining Seller's prior written consent. If Buyer wishes to conduct any Physical Testing on any
5 portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written
6 approval.

7 (b) At least forty-eight (48) hours prior to any entry unto the Property by
8 Buyer or and its agents, employees, representatives or contractors (collectively, "Buyer's
9 Agents") for the purpose of conducting Buyer's Investigations, Buyer shall provide Seller with
10 sufficient evidence to show that Buyer's Agents who are to enter upon the Property are
11 adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller
12 insuring Buyer and Seller against any and all liability arising out of the entry and activities of
13 Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the
14 Property arising therefrom, with coverage in the amount of not less than One Million Dollars
15 (\$1,000,000) per occurrence.

16 (c) Buyer shall, at its sole cost and expense, comply with all applicable
17 federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting
18 Buyer's Investigations and any Physical Testing relating thereto.

19 (d) Buyer shall, at its sole cost and expense, clean up, restore and
20 repair the Property and any other portion of the Property altered in any manner by Buyer or
21 Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that such portion of the
22 Property or the Property shall be returned to the same condition that existed prior to Buyer's or
23 Buyer's Agents' entry thereon.

24 (e) Buyer shall provide to Seller, upon Seller's written request, with a
25 copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover,
26 obtain or generate in connection with or resulting from Buyer's Investigations and/or Physical
27 Testing under this Section 11.2.

28

1 11.3 Indemnification. Buyer hereby agrees to protect, indemnify, defend and
2 hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,
3 actions, obligations, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's
4 entries into the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall
5 keep the Property free of mechanic's liens related to the activities of Buyer. This Section 11.3
6 shall survive the Closing or termination of this Agreement.

7 12. **Final Inspection of Property**. Buyer shall be entitled to inspect and approve or
8 disapprove the Property condition prior to Close of Escrow to determine that the Property is in
9 a condition in accordance with the terms of this Agreement and that is satisfactory to the sole
10 determination of the Buyer.

11 13. **Right to Terminate Transaction**. Buyer shall have the absolute right to
12 terminate this transaction if Escrow is not closed on or before September 30, 2012, due to no
13 fault of the Buyer.

14 14. **Title Insurance**. At the Close of Escrow, Seller will cause the Title Company to
15 issue to Buyer an ALTA standard coverage owner's policy, in an amount equal to the Purchase
16 Price showing fee title to the Property vested in Buyer, subject only to the Permitted Exceptions
17 ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title
18 insurance. Notwithstanding the foregoing, Buyer shall be responsible for paying all costs,
19 including, without limitation, any additional premium cost and the cost of a survey, necessary to
20 obtain an ALTA policy rather than a CLTA standard coverage owner's title insurance policy.

21 15. **Escrow and Title Cost and Expenses**.

22 15.1 Seller shall pay or be charged:

- 23 a. All costs associated with removing any debt encumbering the
24 Property;
- 25 b. One-half share of Escrow fees and costs;
- 26 c. Seller's share of prorations.
- 27 d. Cost of a CLTA standard coverage policy.

28 15.2 Buyer shall pay or be charged:

- a. One-half share of Escrow fees and costs;
- b. Cost of recording the Deed;
- c. Buyers share of prorations.
- d. The difference between the cost of a CLTA standard coverage policy and an ALTA Standard coverage policy.

16. **Prorations.**

16.1 Tax Exempt Agency. All parties hereto acknowledge that the Seller is a public entity and exempt from payment of any real property taxes and therefore there shall be no need for proration of taxes through Escrow. After the Close of Escrow, the Buyer will become responsible for any and all future real property taxes relating to the Property.

16.2 Utility Deposits. Not applicable.

16.3 Method of Proration. If applicable and for purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

17. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

17.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 15 and 16; (b) disburse the balance of the Purchase Price; and (c) disburse any excess proceeds deposited by Buyer to Buyer.

17.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

17.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

1 17.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA
2 Certificate and any other documents (or copies thereof) deposited into Escrow by Seller.
3 Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

4 18. **Joint Representations and Warranties.** In addition to any express agreements
5 of the parties contained herein, the following constitute representations and warranties of the
6 parties each to the other:

7 18.1 Each party has the legal power, right and authority to enter into this
8 Agreement and the instruments referenced herein, to perform its obligations under and to
9 consummate the transaction contemplated by this Agreement.

10 18.2 At Close of Escrow, all requisite action (corporate, trust, partnership or
11 otherwise) has been taken by each party in connection with the entering into of this Agreement,
12 the instruments referenced herein and the consummation of this transaction. No further
13 consent of any partner, shareholder, creditor, investor, judicial or administrative body,
14 governmental authority or other party is required.

15 18.3 The individuals executing this Agreement and the instruments referenced
16 herein on behalf of each party and the partners, officers or trustees of each party, if any, have
17 the legal power, right, and actual authority to bind each party to the terms and conditions of
18 those documents.

19 18.4 This Agreement and all other documents required to close this transaction
20 are and will be valid, legally binding obligations of and enforceable against each party in
21 accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization,
22 moratorium laws or similar laws or equitable principles affecting or limiting the rights of
23 contracting parties generally.

24 18.5 At Closing, Seller shall convey the Property to Buyer with clear and
25 marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,
26 rights and conditions of any kind whatsoever, except those which are approved by Buyer in
27 accordance with Section 7 above.

28 19. **Indemnification.**

1 19.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold
2 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,
3 expenses, including reasonable attorney's fees and costs, damages and losses, cause or
4 causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation
5 or breach of warranty or covenant by Seller in this Agreement.

6 19.2 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold
7 Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,
8 including reasonable attorney's fees and costs, damages and losses, cause or causes or
9 action and suit or suits arising out any misrepresentation or breach of warranty or covenant by
10 Buyer in this Agreement.

11 20. **Hazardous Substances.**

12 20.1 Definitions. For the purpose of this Agreement, the following terms have
13 the following meanings:

14 (a) "Environmental Law" means any law, statute, ordinance or
15 regulation pertaining to health, industrial hygiene or the environment including, without
16 limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act
17 of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

18 (b) "Hazardous Substance" means any substance, material or waste
19 which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a
20 "pollutant" or which is or becomes similarly designated, classified or regulated, under any
21 Environmental Law, including asbestos, petroleum and petroleum products; and

22 (c) "Environmental Audit" means an environmental audit, review or
23 testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer
24 to conduct such study.

25 20.2 Seller's Representations and Warranties. As of the date of this Agreement,
26 to Seller's current actual knowledge:

27 (a) No Hazardous Substances have been used or stored on or within
28 any portion of the Property except those substances which are or have been used or stored on

1 the Property by Seller in the normal course of use and operation of the Property and in
2 compliance with all applicable Environmental Laws;

3 (b) There are and have been no federal, state, or local enforcement,
4 clean-up, removal, remedial or other governmental or regulatory actions instituted or completed
5 affecting the Property;

6 (c) No claims have been made by any third party relating to any
7 Hazardous Substances on or within the Property; and,

8 (d) There have been no disposal of Hazardous Substances or
9 accidental spills, which may have contaminated the Property. There has been no on-site bulk
10 storage of vehicle fuels or waste oils.

11 20.3 Notices Regarding Hazardous Substances. During the term of this
12 Agreement, Seller will promptly notify Buyer if it obtains notice that the Property may be subject
13 to any threatened or pending investigation by any governmental agency under any law,
14 regulation or ordinance pertaining to any Hazardous Substance on or within the Property.

15 20.4 Environmental Audit. Buyer may, at its sole cost and expense, perform an
16 Environmental Audit prior to the end of the Due Diligence Period, and may terminate this
17 transaction if Buyer identifies environmental issues that in its sole and subjective judgment
18 would preclude the Buyer from continuing with this transaction, as follows:

19 (a) The Environmental Audit shall be conducted pursuant to standard
20 quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business
21 day's prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy
22 of Buyer's work plan to Seller for Seller's reasonable approval;

23 (b) Any groundwater, soil or other samples taken from the Property will
24 be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable
25 laws. Buyer shall promptly restore the Property to the condition in which it was found
26 immediately prior to Buyer's Environmental Audit; and,

27 (c) Buyer hereby agrees to protect, indemnify, defend and hold
28 harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,

1 actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's,
2 employee's or independent contractor's) entries into the Property prior to the Close of Escrow
3 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the
4 activities of Buyer.

5 **21. Miscellaneous.**

6 **21.1 Counterparts.** This Agreement may be executed in any number of
7 counterparts, each of which shall be effective only upon delivery (including delivery by facsimile
8 transmission or by "pdf" email transmission) and thereafter shall be deemed an original, and all
9 of which shall be taken to be one and the same instrument, for the same effect as if all parties
10 hereto had signed the same signature page. Any signature page of this Agreement may be
11 detached from any counterpart of this Agreement without impairing the legal effect of any
12 signatures thereon and may be attached to another counterpart of this Agreement identical in
13 form hereto but having attached to it one or more additional signature pages.

14 **21.2 Partial Invalidity.** If any term or provision of this Agreement shall be
15 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not
16 be affected thereby and each remaining term and provision of this Agreement will be valid and
17 be enforced to the fullest extent permitted by law.

18 **21.3 Waivers.** No waiver of any breach of any covenant or provision contained
19 herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other
20 covenant or other provision contained herein. No extension of time for performance or any
21 obligation or act will be deemed an extension of the time for performance of any other
22 obligation or act except those of the waiving party, which will be extended by a period of time
23 equal to the period of the delay.

24 **21.4 Successors and Assigns.** Neither party shall transfer or assign its rights or
25 responsibilities under this Agreement without the express written consent of the other party.

26 **21.5 Entire Agreement.** This Agreement (including all Exhibits attached hereto)
27 constitutes the entire contract between the parties hereto and may not be modified except by
28 an instrument in writing signed by the party to be charged.

1 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and
2 approved by the Board of Supervisors of the County of Riverside.

3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
4 date and year set forth below.

5 Date: _____
6

7 **BUYER:**

8 MORONGO BAND OF MISSION INDIANS, a Federally Recognized Tribe

9 By:  _____
10 Robert Martin
11 Chairman, Morongo Band of Mission Indians

12 **SELLER:**

13 COUNTY OF RIVERSIDE, a political subdivision of the State of California

14 By: _____
15 John J. Benoit, Chairman
16 Board of Supervisors

17 ATTEST:
18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: _____
21 Deputy

22 APPROVED AS TO FORM:
23 Pamela J. Walls
24 County Counsel

25 By:  _____
26 Synthia M. Gunze
27 Deputy County Counsel

28 JRF:ra/050112/041IT/14.xxx

Exhibit "A"
Legal Description

All that portion of Section 11, Township 3 South, Range 2 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, described as follows:

The North 500 feet of the South 977 feet of the West 1000 feet of the Northwest ¼ of said Section 11.

Except therefrom the following described parcel:

Commencing at the West ¼ Corner of Section 11 as shown on Record of Survey filed in Book 69, pages 68-71 inclusive, in the Office of the County Recorder of said County;

thence North 1°15'28" West along the West line of the Northwest ¼ of Section 11, a distance of 477.05 to the Southwest corner of the North 500 feet of the South 977 feet of the West 1000 feet of the Northwest ¼ of Section 11, said point being the **True Point of Beginning**;

thence North 89°35'31" East along the South line of said property, a distance of 236.00 feet;

thence North 1°15'28" West, parallel to the West line of said Northwest 1/4, a distance of 160.00 feet;

thence South 89°35'31" West, a distance of 236.00 feet to a point on the West line of Section 11;

thence South 1°15'28" East, on the West line of Section 11, a distance of 160.00 feet to the **True Point of Beginning**.

Containing an area of approximately 10.61 acres.

Subject to all other easements and offers of dedication of record.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

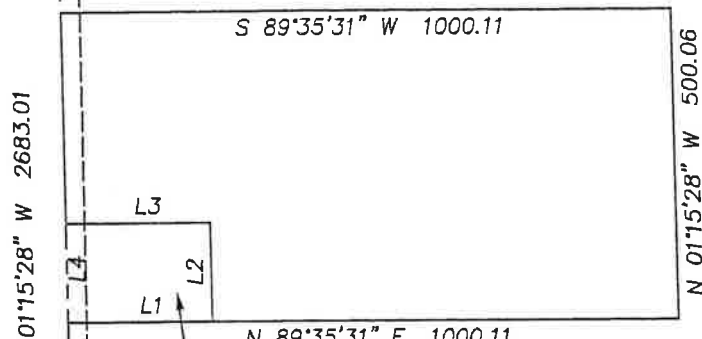
Prepared by:

Steve A. Leja – PLS 5933

Leja Surveying Corp

EXHIBIT "B"
 SURVEY PLAT
 in Section 11, T3S, R2E, SBM

NW Cor
 Sec 11



NW 1/4 SEC 11
 T3S R2E SBM

W 1/4 Cor
 Sec 11

S 89°35'31" W 2607.21

Ctr 1/4
 Sec 11

30' ACCESS EASEMENT per Inst. No. 24068 recorded
 April 3rd, 1958 in 2249/61 Official Records

30'

N 00°28'16" E 2658.98
 1361.39

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 89°35'31" E	236.00
L2	N 01°15'28" W	160.00
L3	S 89°35'31" W	236.00
L4	S 01°15'28" E	160.00

NORTH FRONTAGE RD

S.W. Cor
 Sec 11

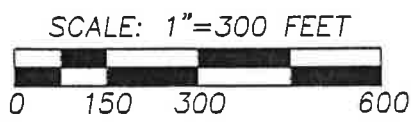


EXHIBIT "B"

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 Tenth Street, #500
Riverside, CA 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

JRFra/110711/041IT/14.xxx

(Space above this line reserved for Recorder's use)

APN: 523-140-003

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Grantor")
GRANTS to the MORONGO BAND OF MISSION INDIANS, a Federally recognized
Tribe, ("Grantee") the real property in the County of Riverside, State of California,
described as:

See Exhibit "A" attached hereto
and made part hereof

Dated: _____

GRANTOR:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
John Tavaglione, Chairman

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

CERTIFICATE OF ACCEPTANCE

ADD IF REQUIRED