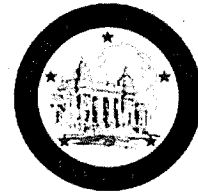


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.16
(ID # 11255)

MEETING DATE:

Tuesday, December 10, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2019-242, Authorization to Convey Fee Simple Interests in Real Property Located in the Unincorporated Community of Whitewater, County of Riverside, California, Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and 520-130-004 by Grant Deed to the Morongo Band of Mission Indians, District 5, [\$43,350], 100% Sale Proceeds, 4/5 vote (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2019-242, Authorization to Convey Fee Simple Interests in Real Property Located in the Unincorporated Community of Whitewater, County of Riverside, California, Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and 520-130-004 by Grant Deed to the Morongo Band of Mission Indians;
3. Approve the Purchase and Sale Agreement and Joint Escrow Instructions between the County of Riverside and the Morongo Band of Mission Indians and authorize the Chairman of the Board to execute the same on behalf of the County;

ACTION: Policy, 4/5 Vote Required

Robert Field, Assistant County Executive Officer/ECD 11/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 10, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

4. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real property and this transaction;
5. Authorize the Assistant County Executive Officer/ECD, or his designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction;
6. Ratify and authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed \$43,350; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk for posting within five days of approval of this project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 43,350	\$ 0	\$ 43,350	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Sale Proceeds			Budget Adjustment:	No
			For Fiscal Year:	2019/20

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

In April of 2019, the Real Estate Division complied with Government Code 54220 and notified local governmental agencies, including tribes, of the county's intention to sell the parcel. The Morongo Band of Mission Indians ("Tribe") responded to the notice and expressed their interest in acquiring the property. Transferring ownership of the land to the Tribe is in both parties best interest as the Tribe seeks development control over lands within their sphere of influence, and the county seeks cost recovery of any land purchased for an abandoned project.

The Property consists of 139.01 acres and is located on the northeast corner and southeast corner of Tamarack Road and Rushmore Avenue in the unincorporated community of Whitewater, in the County of Riverside, California. The County acquired the Property for construction of a detention center project. The land is no longer necessary for this proposed project or required for any other County use.

An independent appraiser recently appraised the Property for a value of \$6,400,000. The Tribe has agreed to pay this amount to the County to purchase this Property.

On November 19, 2019, the Board adopted Resolution No. 2019-241, Notice of Intention to Convey Fee Simple Interests in Real Property Located in the Unincorporated Community of Whitewater, Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and 520-130-

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

004 by Grant Deed to the Morongo Band of Mission Indians. Pursuant to Government Code Section 25365, Riverside County published a notice of intention to transfer that contained a description of the property proposed to be sold, the price, the buyer, and a statement of the time that the Board would meet to consider the transfer. The County now intends to convey Fee Simple Interests in real property located in the Unincorporated Community of Whitewater, identified with Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and 520-130-004, ("Property") by Grant Deed, to the Morongo Band of Mission Indians.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption.

Resolution No. 2019-242, the Agreement of Purchase and Sale and Joint Escrow Instructions and the Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

The sale of this Property will allow the Tribe to pursue use or development of this Property.

SUPPLEMENTAL:

Additional Fiscal Information

No net county cost will be incurred and no budget adjustment is necessary, however the Economic Development Agency's Real Estate Division has incurred costs associated with this transaction. Real Estate Division transactional costs of approximately \$43,350 will be reimbursed from the sale proceeds. The balance of the sales proceeds will be deposited into Sub Fund 11183.

Estimated Escrow and Title Charges	\$ 4,000
Appraisal Costs	\$ 13,850
Advertising	\$ 1,500
EDA Staff & Labor	\$ 19,000
County Counsel Review	\$ 5,000
Total Estimated Acquisition Costs:	\$ 43,350

Attachments:

- Resolution 2019-242
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Grant Deed
- Notice of Exemption
- Aerial Map

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



Gregory W. Priamos, Director County Counsel 11/26/2019

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2 Resolution No. 2019-242

3 Authorization to Convey Fee Simple Interests in

4 Real Property Located in the Unincorporated Community of Whitewater,
5 County of Riverside, California, Assessor's Parcel Numbers 520-080-004,

6 520-080-005, 520-130-003 and 520-130-004,

7 by Grant Deed to Morongo Band of Mission Indians

8
9 WHEREAS, the County of Riverside ("County") is the owner of certain real
10 properties in the Unincorporated Community of Whitewater, County of Riverside, State
11 of California, identified as Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-
12 130-003 and 520-130-004 ("Property");

13 WHEREAS, the Property consisting of 139.01 acres was initially acquired by the
14 County for a detention center project ("Project");

15 WHEREAS, the County deems the Property is no longer needed for the Project
16 or for any other County use;

17 WHEREAS, the County desires to transfer the Property to the Morongo Band of
18 Mission Indians for the consideration of \$6,400,000 (Six Million Four Hundred
19 Thousand Dollars);

20 WHEREAS, the Morongo Band of Mission Indians and the County concur that it
21 would be in both parties' best interest to transfer ownership of the Property to the
22 Morongo Band of Mission Indians; and

23 WHEREAS, the County has reviewed and determined that the sale of the
24 Property is categorically exempt from the California Environmental Quality Act
25 ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or
26 "Common Sense" Exemption: now, therefore,

27 BE IT RESOLVED, DETERMINED AND ORDERED by a vote of no less than
28 four-fifths of the Board of Supervisors of the County of Riverside ("Board"), in regular

12.10.19 3.16

FORWARDED COUNTY CLERK
DATE 11/26/2019
BY: WESLEY W. STANFIELD

1 session assembled on December 10, 2019, at 9:30 a.m. or soon thereafter, in the
2 meeting room of the Board of Supervisors located on the 1st floor of the County
3 Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review
4 of the evidence and information presented on the matter, as it relates to this
5 acquisition, this Board:

6 1. Has determined that the proposed sale is categorically exempt from
7 CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or
8 "Common Sense" Exemption; and

9 2. Authorizes the conveyance to the Morongo Band of Mission Indians the
10 following described real properties: Certain real properties Located in the
11 Unincorporated Community of Whitewater, County of Riverside, State of California,
12 identified as Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and
13 520-130-004 by Grant Deed, as more particularly described in Exhibit "A" Legal
14 Description, attached hereto and thereby made a part hereof.

15 BE IT FUTHER RESOLVED, DETERMINED AND ORDERED that this Board
16 hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions
17 between the County of Riverside and the Morongo Band of Mission Indians
18 ("Agreement") and authorizes the Chairman of the Board of Supervisors of the County
19 of Riverside to execute the Agreement on behalf of the County.

20 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
21 Chairman of the Board of Supervisors of the County of Riverside is authorized to
22 execute the Grant Deed.

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
24 Assistant County Executive Officer/ECD or his designee, is authorized to execute any
25 other documents and administer all actions necessary to complete the conveyance of
26 real property.

27 BE IF FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of
28 the Board to submit the Notice of Exemption to the County Clerk for posting within five

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days of approval of this project.

BE IF FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board of Supervisors has given notice hereof pursuant to California Government Code Section 6061.

COA:ar/112519/258FM/20.846

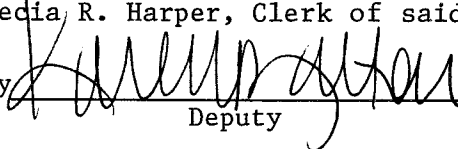
ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

Kedia R. Harper, Clerk of said Board

By



Deputy

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL A: (APN 520-080-004)

THAT PORTION OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION, AS SHOWN ON MAP OF FRIENDLY ESTATES NO. 1, RECORDED IN MAP BOOK 39, PAGES 26 TO 29, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID ONE-QUARTER, NORTH $00^{\circ} 12' 00''$ WEST, A DISTANCE OF 1782.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY AS DESCRIBED IN BOOK 170, PAGE 333, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH $57^{\circ} 36' 39''$ WEST, A DISTANCE OF 686.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF $13^{\circ} 49' 00''$, A DISTANCE OF 150.72 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $71^{\circ} 25' 39''$ WEST, A DISTANCE OF 703.71 FEET; THENCE ALONG A LINE THAT IS PARALLEL TO THE EASTERLY LINE OF SAID ONE-QUARTER, SOUTH $00^{\circ} 12' 01''$ EAST, A DISTANCE OF 1139.99 FEET TO THE SOUTHERLY LINE OF SAID ONE-QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH $89^{\circ} 23' 10''$ EAST, A DISTANCE OF 1385.00 FEET TO THE POINT OF BEGINNING.

PARCEL B: (APN 520-130-003)

THAT PORTION OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE HIGHWAY AS CONVEYED TO THE STATE OF CALIFORNIA, BY DOCUMENT RECORDED DECEMBER 9, 1959 AS INSTRUMENT NO. 104332, IN BOOK 2595, PAGE 447 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE SAN GORGONIO MUTUAL WATER COMPANY BY DOCUMENT RECORDED JANUARY 23, 1961 AS INSTRUMENT NO. 5805, IN BOOK 2836, PAGE 187 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF LINE OF RUSHMORE AVENUE, 44 FEET WIDE, SAID POINT BEING DISTANT ALONG SAID EAST SIDE LINE NORTH $0^{\circ} 42' 20''$ EAST, 663.75 FEET FROM ITS INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SAN GORGONIO MUTUAL WATER COMPANY BY DEED RECORDED JANUARY 23, 1961 AS INSTRUMENT NO. 5805, IN BOOK 2836 PAGE 187 OF OFFICIAL RECORDS; THENCE NORTH $44^{\circ} 49' 17''$ EAST 36.71 FEET AND NORTH $89^{\circ} 49' 17''$ EAST, 79.44 FEET; THENCE AT RIGHT ANGLES SOUTH $0^{\circ} 10' 43''$ EAST, 130.00 FEET; THENCE AT RIGHT ANGLES SOUTH $89^{\circ} 49' 17''$ WEST, 107.00 FEET TO A POINT ON SAID SIDE LINES OF RUSHMORE AVENUE, 44 FEET WIDE; THENCE ALONG SAID EAST LINE NORTH $0^{\circ} 42' 20''$ EAST, 104.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 6.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID RUSHMORE AVENUE.

PARCEL C: (APN 520-080-005)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY DESCRIBED IN DOCUMENT RECORDED APRIL 18, 1934 IN BOOK 170, PAGE 333 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION, AS SHOWN ON MAP OF FRIENDLY ESTATES NO. 1 AS SHOWN BY MAP ON FILE IN BOOK 39 PAGES 26 TO 29, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG THE EASTERLY LINE OF SAID ONE QUARTER NORTH $00^{\circ} 12' 00''$ WEST, A DISTANCE OF 1782.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY AS DESCRIBED IN BOOK 170 PAGE 333 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE SOUTH $57^{\circ} 36' 39''$ WEST, A DISTANCE OF 686.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF $13^{\circ} 49' 00''$, A DISTANCE OF 150.72 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $71^{\circ} 25' 39''$ WEST, A DISTANCE OF 703.71 FEET; THENCE ALONG A LINE THAT IS PARALLEL TO THE EASTERLY LINE OF SAID ONE QUARTER, SOUTH $00^{\circ} 12' 01''$ EAST, A DISTANCE OF 1139.99 FEET TO THE SOUTHERLY LINE OF SAID ONE QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH $89^{\circ} 23' 10''$ EAST, A DISTANCE OF 1385.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DOCUMENT RECORDED APRIL 6, 1965 AS INSTRUMENT NO. 39318 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D: (APN 520-130-004)

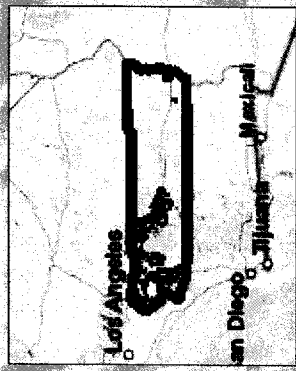
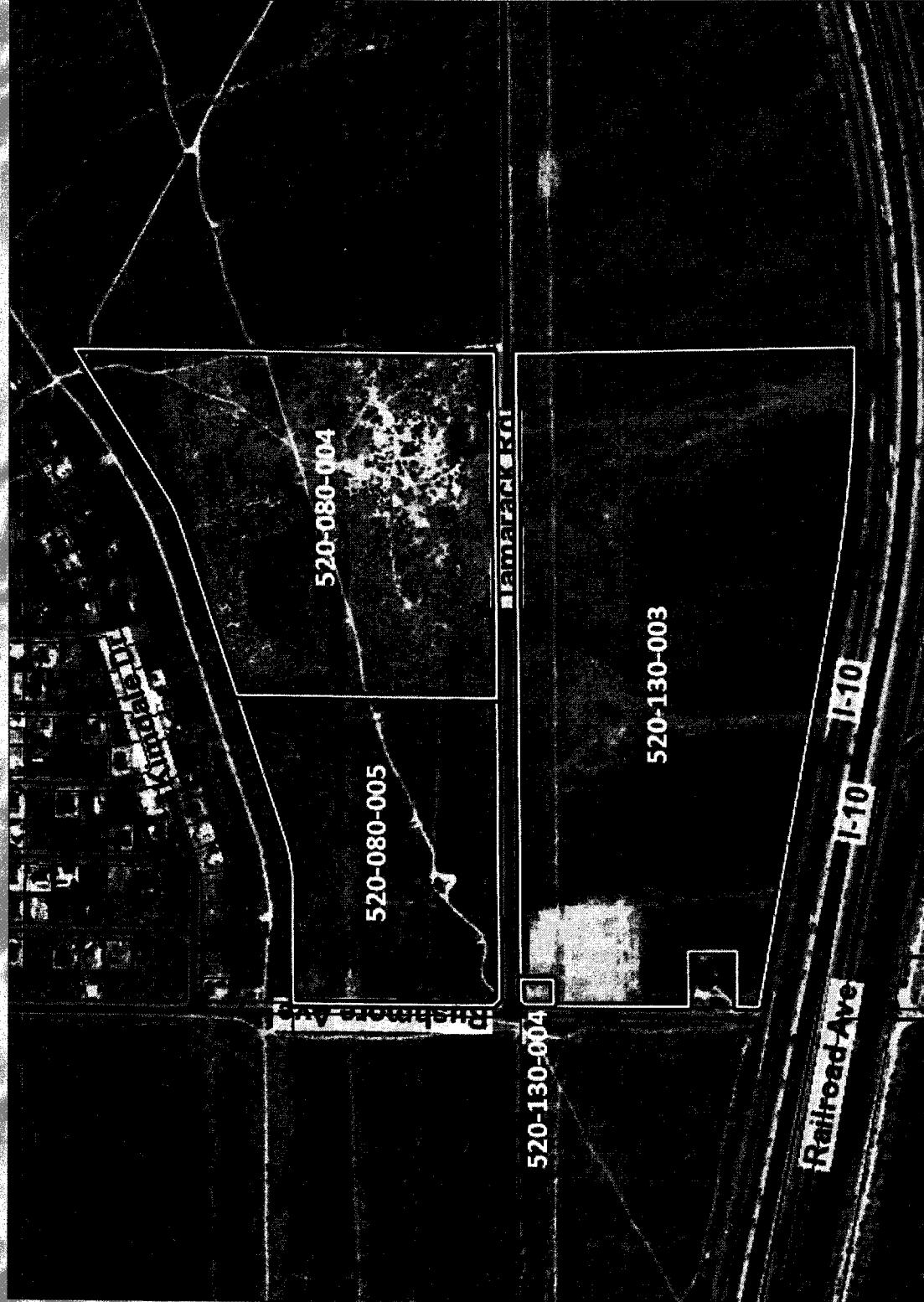
THAT PORTION OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE LINE OF RUSHMORE AVENUE, 44 FEET WIDE, AS SHOWN ON MAP ON FILE IN MAP BOOK 3, PAGE(S) 26 TO 29 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT BEING DISTANT ALONG SAID EAST SIDE LINE NORTH $0^{\circ} 42' 20''$ EAST 663.75 FEET FROM ITS INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SAN GORGONIO MUTUAL WATER COMPANY, BY DEED RECORDED JANUARY 23, 1961, IN BOOK 2836, PAGE(S) 187, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" IN DEED RECORDED APRIL 6, 1965 AS INSTRUMENT NO. 39317 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARIES OF SAID PARCEL "A" NORTH $44^{\circ} 49' 17''$ EAST 36.71 FEET AND NORTH $89^{\circ} 49' 17''$ EAST 79.44 FEET; THENCE AT RIGHT ANGLES SOUTH $0^{\circ} 10' 43''$ EAST 130.00 FEET; THENCE AT RIGHT ANGLES SOUTH $89^{\circ} 49' 17''$ WEST 107.00 FEET TO A POINT ON SAID SIDE LINE OF RUSHMORE AVENUE, 44 FEET WIDE, THENCE ALONG SAID EAST SIDE LINE NORTH $0^{\circ} 42' 20''$ EAST 104.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 6.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID RUSHMORE AVENUE, 44 FEET WIDE. THE ABOVE MORE GENERALLY DESCRIBED AS LOT 46 OF TENTATIVE TRACT NO. 3114.

Aerial Image

Whitewater Community



Legend

- Parcels
- County Centerline Names
- County Centerlines
- Blue-line Streams
- City Areas

Notes

APNs:
520-080-004
520-080-005
520-130-003
520-130-004

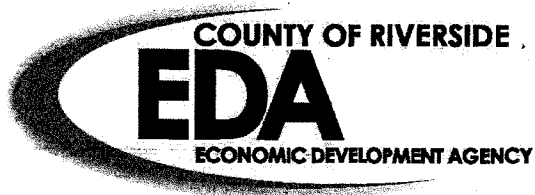
IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



0 752 1,505 Feet

REPORT PRINTED ON... 10/29/2019 3:23:04 PM

© Riverside County GIS



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

12/11/19
Date

WB
Initial

NOTICE OF EXEMPTION

November 4, 2019

Project Name: County of Riverside, Property Conveyance to the Morongo Band of Mission Indians, Whitewater, Riverside County

Project Number: FM0417200258

Project Location: East of Rushmore Avenue, along Tamarack, north of Interstate 10, Assessor's Parcel Numbers (APNs) 520-080-004, 520-080-005, 520-130-003, 520-130-004, Whitewater, Riverside County, California, 92282 (See attached exhibits)

Description of Project: The County of Riverside (County) is the owner property, identified by APNs 520-080-004, 520-080-005, 520-130-003, and 520-130-004 (Property), which totals approximately 139.01 acres of land located on the northeast corner and southeast corner of Tamarack Road and Rushmore Avenue in the Unincorporated Community of Whitewater, in the County of Riverside, California. The Property was acquired for the purpose of a jail project that did not move forward and the land is no longer necessary or required for any other County use. Pursuant to Government Code Section 25365, the County published a notice of intention to transfer that contained a description of the property proposed to be sold, the price, the buyer, and a statement of the time that the Board would meet to consider the transfer. Finding that the fee simple interest in property is no longer necessary for use by the County, the County intends to transfer its fee simple interest in the real property described above to the Morongo Band of Mission Indians by Grant Deed. The Property was recently appraised by an independent Appraiser at a value of \$6,400,000 and the Morongo Band of Mission Indians has agreed to pay this amount to the County to purchase said property.

On November 19, 2019, the Board adopted Resolution No. 2019-241, Notice of Intention to Convey Fee Simple Interests in Real Property located in the Unincorporated Community of Whitewater, identified with Assessor's Parcel Numbers 520-130-003, 520-080-004, 520-080-005 and 520-130-004 by Grant Deed to the Morongo Band of Mission Indians. The approval of the resolution and transfer of the property is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, Morongo Band of Mission Indians

Exempt Status: Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5 Sections 15061.

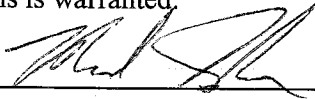
DEC 10 2019 3:16

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which would have a potentially significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. The project is limited to the transfer of property and no significant environmental impacts are anticipated to occur.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The transfer of property is an administrative function, and would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

11/4/19

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Whitewater Property Conveyance to the Morongo Band of Mission Indians

Accounting String: 528500-47220-7200400000- FM0417200258

DATE: November 4, 2019

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Craig Olsen, Superivsing Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: November 4, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FFM0417200258**
Whitewater Property Conveyance to the Morongo Band of Mission Indians

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

Recorded at request of and return to:
Morongo Band of Mission Indians
12700 Pumarra Rd.
Banning, CA 92220

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

CO:ar/110619/258FM/20.850

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

PROJECT: Mid-County Surplus
APNs: 520-080-004, 520-080-005,
520-130-003, and 520-130-004

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

GRANTS to the MORONGO BAND OF MISSION INDIANS, a Federally Recognized
Tribe, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

Dated: December 10, 2019

GRANTOR:

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

By: 

Kevin Jeffries, Chairman
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 

Deputy

DEC 10 2019

3.16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

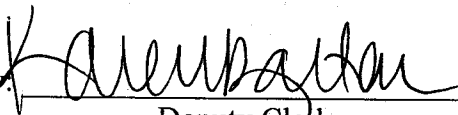
} §.

On December 10, 2019, before me, Karen Barton, Deputy Clerk of the Board, personally appeared Kevin Jeffries, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kecia R. Harper
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL A: (APN 520-080-004)

THAT PORTION OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION, AS SHOWN ON MAP OF FRIENDLY ESTATES NO. 1, RECORDED IN MAP BOOK 39, PAGES 26 TO 29, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID ONE-QUARTER, NORTH 00° 12' 00" WEST, A DISTANCE OF 1782.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY AS DESCRIBED IN BOOK 170, PAGE 333, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 57° 36' 39" WEST, A DISTANCE OF 686.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 13° 49' 00", A DISTANCE OF 150.72 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 71° 25' 39" WEST, A DISTANCE OF 703.71 FEET; THENCE ALONG A LINE THAT IS PARALLEL TO THE EASTERLY LINE OF SAID ONE-QUARTER, SOUTH 00° 12' 01" EAST, A DISTANCE OF 1139.99 FEET TO THE SOUTHERLY LINE OF SAID ONE-QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 23' 10" EAST, A DISTANCE OF 1385.00 FEET TO THE POINT OF BEGINNING.

PARCEL B: (APN 520-130-003)

THAT PORTION OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE HIGHWAY AS CONVEYED TO THE STATE OF CALIFORNIA, BY DOCUMENT RECORDED DECEMBER 9, 1959 AS INSTRUMENT NO. 104332, IN BOOK 2595, PAGE 447 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE SAN GORGONIO MUTUAL WATER COMPANY BY DOCUMENT RECORDED JANUARY 23, 1961 AS INSTRUMENT NO. 5805, IN BOOK 2836, PAGE 187 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF LINE OF RUSHMORE AVENUE, 44 FEET WIDE, SAID POINT BEING DISTANT ALONG SAID EAST SIDE LINE NORTH 0° 42' 20" EAST, 663.75 FEET FROM ITS INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SAN GORGONIO MUTUAL WATER COMPANY BY DEED RECORDED JANUARY 23, 1961 AS INSTRUMENT NO. 5805, IN BOOK 2836 PAGE 187 OF OFFICIAL RECORDS; THENCE NORTH 44° 49' 17" EAST 36.71 FEET AND NORTH 89° 49' 17" EAST, 79.44 FEET; THENCE AT RIGHT ANGLES SOUTH 0° 10' 43" EAST, 130.00 FEET; THENCE AT RIGHT ANGLES SOUTH 89° 49' 17" WEST, 107.00 FEET TO A POINT ON SAID SIDE LINES OF RUSHMORE AVENUE, 44 FEET WIDE; THENCE ALONG SAID EAST LINE NORTH 0° 42' 20" EAST, 104.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 6.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID RUSHMORE AVENUE.

PARCEL C: (APN 520-080-005)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY DESCRIBED IN DOCUMENT RECORDED APRIL 18, 1934 IN BOOK 170, PAGE 333 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION, AS SHOWN ON MAP OF FRIENDLY ESTATES NO. 1 AS SHOWN BY MAP ON FILE IN BOOK 39 PAGES 26 TO 29, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG THE EASTERLY LINE OF SAID ONE QUARTER NORTH $00^{\circ} 12' 00''$ WEST, A DISTANCE OF 1782.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY AS DESCRIBED IN BOOK 170 PAGE 333 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE SOUTH $57^{\circ} 36' 39''$ WEST, A DISTANCE OF 686.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF $13^{\circ} 49' 00''$, A DISTANCE OF 150.72 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $71^{\circ} 25' 39''$ WEST, A DISTANCE OF 703.71 FEET; THENCE ALONG A LINE THAT IS PARALLEL TO THE EASTERLY LINE OF SAID ONE QUARTER, SOUTH $00^{\circ} 12' 01''$ EAST, A DISTANCE OF 1139.99 FEET TO THE SOUTHERLY LINE OF SAID ONE QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH $89^{\circ} 23' 10''$ EAST, A DISTANCE OF 1385.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DOCUMENT RECORDED APRIL 6, 1965 AS INSTRUMENT NO. 39318 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D: (APN 520-130-004)

THAT PORTION OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE LINE OF RUSHMORE AVENUE, 44 FEET WIDE, AS SHOWN ON MAP ON FILE IN MAP BOOK 3, PAGE(S) 26 TO 29 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT BEING DISTANT ALONG SAID EAST SIDE LINE NORTH $0^{\circ} 42' 20''$ EAST 663.75 FEET FROM ITS INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SAN GORGONIO MUTUAL WATER COMPANY, BY DEED RECORDED JANUARY 23, 1961, IN BOOK 2836, PAGE(S) 187, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" IN DEED RECORDED APRIL 6, 1965 AS INSTRUMENT NO. 39317 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARIES OF SAID PARCEL "A" NORTH $44^{\circ} 49' 17''$ EAST 36.71 FEET AND NORTH $89^{\circ} 49' 17''$ EAST 79.44 FEET; THENCE AT RIGHT ANGLES SOUTH $0^{\circ} 10' 43''$ EAST 130.00 FEET; THENCE AT RIGHT ANGLES SOUTH $89^{\circ} 49' 17''$ WEST 107.00 FEET TO A POINT ON SAID SIDE LINE OF RUSHMORE AVENUE, 44 FEET WIDE, THENCE ALONG SAID EAST SIDE LINE NORTH $0^{\circ} 42' 20''$ EAST 104.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 6.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID RUSHMORE AVENUE, 44 FEET WIDE. THE ABOVE MORE GENERALLY DESCRIBED AS LOT 46 OF TENTATIVE TRACT NO. 3114.

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 139.01 acres of vacant land in the vicinity of
the unincorporated community of Whitewater, Riverside County, California
Assessor's Parcel Numbers: 520-130-003, 520-080-004, 520-080-005 and
520-130-004

DEC 10 2019

3.16

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 _____, 2019,
6 by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California
7 (“Seller”), and MORONGO BAND OF MISSION INDIANS, a Federally Recognized Tribe,
8 (“Buyer”), sometimes collectively hereinafter referred to as the “Parties”.

9 Buyer and Seller agree as follows:

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

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

15 (b) “Property”: The Seller is the owner of certain real property located on the
16 northeast corner and southeast corner of Tamarack Road and Rushmore Avenue in the
17 unincorporated community of Whitewater, in Riverside County, California, consisting of vacant
18 land, including all the privileges, rights, easements appurtenant to the land, and all other
19 structures, fences or improvements located thereon and situated on approximately 139.01
20 acres, commonly known as Assessor’s Parcel Numbers 520-130-003, 520-080-004, 520-080-
21 005 and 520-130-004, which is more particularly described in Exhibit “A,” attached hereto and
22 incorporated herein.

23 (c) “Purchase Price”: The Purchase Price is Six Million Four Hundred
24 Thousand Dollars (\$6,400,000.00);

25 (d) “Escrow Holder”: Lawyers Title and Escrow at the address set forth in
26 subparagraph (i) below. The escrow has been assigned to Colleen Graves as the Escrow
27 Officer;

28 (e) “Title Company”: Lawyers Title at the address set forth in subparagraph (i)

1 below. Barbara Northrup is assigned as the Title Officer;

2 (f) "Closing" and "Close of Escrow": Are terms used interchangeably in this
3 Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the
4 Grant Deed is recorded in the Official Records of the County of Riverside in the manner
5 provided herein;

6 (g) "Closing Date": The Closing Date shall be on or before November 29,
7 2019 unless otherwise agreed to in writing by both Parties;

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

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

17
18
19 **Buyer:**
20 Robert Martin, Chairman
21 Morongo Band of Mission Indians
22 12700 Pumarra Rd.
Banning, CA 92220

With copies to:
Titu Ashgar, CEO
Kimberly Cluff, In-house General Counsel
12700 Pumarra Rd.
Banning, CA 92220

23 **Seller:**
24 County of Riverside/Real Estate Division
25 3403 Tenth Street, #400
Riverside, California 92501
26 Attn: Vincent Yzaguirre
Telephone: 951.955.4820
27 Fax No.: 951.955.4837
Email: VYzaguirre@rivco.org

With copies to:
Clerk of the Board

1 Escrow Holder:
2 Lawyers Title and Escrow Company
3 625 E. Carnegie Dr #105
4 San Bernardino, CA 92408
5 Attn: Colleen Graves
6 Telephone: 909-963-5570
7 Email: cgraves@ltic.com

8 Title Company:
9 Lawyers Title Company
10 3480 Vine Street, Suite 300
11 Riverside, CA. 92507
12 Attn: Barbara Northrup
13 Telephone: (951) 248-0669
14 Email: TU65@ltic.com

15 (j) **Exhibits:**
16 Exhibit "A" - Legal Description
17 Exhibit "B" - Grant Deed

18 2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in
19 this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the
20 Property from Seller.

21 3. **Purchase Price.** Prior to the Close of Escrow, Buyer shall deposit an amount
22 equal to the sum of the purchase price plus a good faith estimate of Buyer's share of all costs,
23 expenses and prorations under this Agreement with Escrow Holder, in the form of a cashier's
24 check or other immediately available funds. Escrow Holder shall deposit said funds in an
25 interest bearing account which shall be applied against the Purchase Price at closing and any
26 overages including the interest shall be returned to Buyer at close of escrow.

27 4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow
28 Holder within ten (10) business days after the Effective Date by delivery to Escrow Holder of
the fully executed original or originally executed counterparts of this Agreement which date
shall be the official Opening Date of Escrow reference herein. This sale shall be contingent
upon the adoption of a resolution of the Board of Supervisors authorizing the sale of the
Property and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions

1 document. This contingency will be removed from escrow upon the receipt of the executed
2 Purchase and Sale Agreement and Joint Escrow Instructions document signed by the County
3 of Riverside Board of Supervisors Chairman and the Buyer. Buyer and Seller agree to execute
4 any additional instructions reasonably required by the Escrow Holder. If there is a conflict
5 between any printed escrow instructions and this Agreement, the terms of this Agreement will
6 govern.

7 **5. Deliveries to Escrow Holder.**

8 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be
9 delivered to Escrow Holder the following items:

10 (a) A Grant Deed ("**Grant Deed**"), in the form attached to this
11 Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable form,
12 conveying the Property to Buyer;

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

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

17 (d) A duly executed copy of the approval of the Board of Supervisors
18 Authorization to Sell and the Approval of the Purchase and Sale Agreement and Joint Escrow
19 Instructions document.

20 5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner
21 sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause
22 to be delivered to Escrow Holder the following items:

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

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

26 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other
27 instruments consistent with this Agreement as are reasonably required by Escrow Holder or
28 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title

1 Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the
2 Internal Revenue Code.

3 **6. Condition of Title.**

4 At the Close of Escrow, fee simple title to the Property will be conveyed to Buyer
5 by Seller by Grant Deed, subject only to the following matters ("Permitted Exceptions"):

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

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

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

11 (d) Any matters that have been disclosed by an accurate survey or a
12 reasonable physical inspection of the Property accepted by the Buyer. It is the Buyer's
13 responsibility to perform any due diligence that they deem necessary. Although, the Seller is
14 unaware of any environmental issues with the Property. It is the responsibility of the Buyer to
15 rely on its own studies to ensure the acceptability of the Property.
16

17 **7. Conditions to the Close of Escrow.**

18 **7.1 Conditions Precedent to Buyer's Obligations.** The following conditions
19 must be satisfied not later than the Closing Date or such other period of time as may be
20 specified below:

21 (a) **Title.** Seller will obtain a report of title for the Property prepared by
22 the Title Company ("Preliminary Title Report" or "PTR") and referenced as Order Number
23 619650198, together with copies of the exceptions to title described in the Preliminary Title
24 Report. Buyer shall have thirty (30) days after the Effective Date to review and/or disapprove
25 the PTR and/or any matters/exceptions in the PTR. In the event that Buyer objects to one or
26 more exceptions (collectively, the "Objectionable Exceptions"), as shown in the PTR, Seller will
27 have thirty (30) days after receipt of Buyer's objections to advise Buyer in writing that:

28 (i) Seller will remove any Objectionable Exceptions or obtain

1 appropriate endorsements to the title policy on or before the Closing Date; or

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

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

8 (2) Cancel the Escrow and this Agreement by written
9 notice to Seller and the Escrow Holder, in which case any deposit, together with interest
10 thereon, will be returned to Buyer and the cancellation costs will be borne by Buyer.
11 Cancellation costs refer only to Escrow and Title cancellation. Any due diligence by Buyer is a
12 cost borne solely by Buyer.

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

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

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

1 Subsection 7.1(c).

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

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

9 7.2 Conditions Precedent to Seller's Obligations. The following shall be
10 conditions precedent to Seller's obligation to consummate the purchase and sale transaction
11 contemplated herein:

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

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

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

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

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

25 10. **Warranties.** Seller warrants to Buyer that Seller is not aware of any claim or lien
26 affecting the condition or value of the Property, other than those appearing in the PTR.

27 11. **Due Diligence by Buyer.**

28 11.1 Matters to Be Reviewed. Buyer shall have until Close of Escrow to

1 complete its due diligence investigation of the Property and to approve each of the following
2 matters (collectively, "Buyer's Investigations"):

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

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

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

10 11.2 Due Diligence Requirements.

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

17 (b) At least forty-eight (48) hours prior to any entry unto the Property by
18 Buyer or and its agents, employees, representatives or contractors (collectively, "Buyer's
19 Agents") for the purpose of conducting Buyer's Investigations, Buyer shall provide Seller with
20 sufficient evidence to show that Buyer's Agents who are to enter upon the Property are
21 adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller
22 insuring Buyer and Seller against any and all liability arising out of the entry and activities of
23 Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the
24 Property arising therefrom, with coverage in the amount of not less than One Million Dollars
25 (\$1,000,000) per occurrence.

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

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

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

10 11.3 Indemnification. Buyer hereby agrees to protect, indemnify, defend and
11 hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,
12 actions, obligations, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's
13 entries into the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall
14 keep the Property free of mechanic's liens related to the activities of Buyer. This Section 11.3
15 shall survive the Closing or termination of this Agreement.

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

20 13. **Right to Terminate Transaction.** Buyer shall have the absolute right to
21 terminate this transaction without cost or penalty if Escrow is not closed on or before November
22 29, 2019, due to no fault of the Buyer.

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

1 obtain an ALTA policy rather than a CLTA standard coverage owner's title insurance policy.

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

3 **15.1 Seller shall pay or be charged:**

- 4 a. All costs associated with removing any debt encumbering the
5 Property;
6 b. One-half share of Escrow fees and costs;
7 c. Seller's share of prorations.
8 d. Cost of a CLTA standard coverage policy.

9 **15.2 Buyer shall pay or be charged:**

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

15 **16. Prorations.**

16 **16.1 Tax Exempt Agency.** All Parties hereto acknowledge that the Seller is a
17 public entity and exempt from payment of any real property taxes and therefore there shall be
18 no need for proration of taxes through Escrow. After the Close of Escrow, the Buyer will
19 become responsible for any and all future real property taxes relating to the Property.

20 **16.2 Utility Deposits.** Not applicable.

21 **16.3 Method of Proration.** If applicable and for purposes of calculating
22 prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the
23 income therefrom and responsible for the expenses thereof, for the entire day upon which the
24 Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three
25 hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of
26 the Parties pursuant to this Paragraph shall survive the Closing and shall not merge into any
27 documents of conveyance delivered at Closing.

28 **17. Disbursements and Other Actions by Escrow Holder.** At the Close of

1 Escrow, Escrow Holder will promptly undertake all of the following:

2 17.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with
3 Escrow Holder by Buyer in payment of the Property as follows: (a) deduct or credit all items
4 chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 15 and 16; (b)
5 disburse the balance of the Purchase Price; and (c) disburse any excess proceeds deposited
6 by Buyer to Buyer; (c) disburse any interest gained on the funds deposited by Buyer.

7 17.2 Recording. Cause the Grant Deed to be recorded with the County
8 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

9 17.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

10 17.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA
11 Certificate and any other documents (or copies thereof) deposited into Escrow by Seller.
12 Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

13 18. **Joint Representations and Warranties**. In addition to any express agreements
14 of the Parties contained herein, the following constitute representations and warranties of the
15 Parties each to the other:

16 18.1 Each party has the legal power, right and authority to enter into this
17 Agreement and the instruments referenced herein, to perform its obligations under and to
18 consummate the transaction contemplated by this Agreement.

19 18.2 At Close of Escrow, all requisite action (corporate, trust, partnership or
20 otherwise) has been taken by each party in connection with the entering into of this Agreement,
21 the instruments referenced herein and the consummation of this transaction. No further
22 consent of any partner, shareholder, creditor, investor, judicial or administrative body,
23 governmental authority or other party is required.

24 18.3 The individuals executing this Agreement and the instruments referenced
25 herein on behalf of each party and the partners, officers or trustees of each party, if any, have
26 the legal power, right, and actual authority to bind each party to the terms and conditions of
27 those documents.

28 18.4 This Agreement and all other documents required to close this transaction

1 are and will be valid, legally binding obligations of and enforceable against each party in
2 accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization,
3 moratorium laws or similar laws or equitable principles affecting or limiting the rights of
4 contracting Parties generally.

5 18.5 At Closing, Seller shall convey the Property to Buyer with clear and
6 marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,
7 rights and conditions of any kind whatsoever, except those which are approved by Buyer in
8 accordance with Section 7 above.

9 **19. Indemnification.**

10 19.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold
11 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,
12 expenses, including reasonable attorney's fees and costs, damages and losses, cause or
13 causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation
14 or breach of warranty or covenant by Seller in this Agreement.

15 19.2 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold
16 Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,
17 including reasonable attorney's fees and costs, damages and losses, cause or causes or
18 action and suit or suits arising out any misrepresentation or breach of warranty or covenant by
19 Buyer in this Agreement.

20 **20. Hazardous Substances.**

21 20.1 Definitions. For the purpose of this Agreement, the following terms have
22 the following meanings:

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

27 (b) "Hazardous Substance" means any substance, material or waste
28 which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a

1 "pollutant" or which is or becomes similarly designated, classified or regulated, under any
2 Environmental Law, including asbestos, petroleum and petroleum products; and

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

6 20.2 Seller's Representations and Warranties. As of the date of this Agreement,
7 to Seller's current actual knowledge:

8 (a) No Hazardous Substances have been used or stored on or within
9 any portion of the Property except those substances which are or have been used or stored on
10 the Property by Seller in the normal course of use and operation of the Property and in
11 compliance with all applicable Environmental Laws;

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

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

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

20 20.3 Notices Regarding Hazardous Substances. During the term of this
21 Agreement, Seller will promptly notify Buyer if it obtains notice that the Property may be subject
22 to any threatened or pending investigation by any governmental agency under any law,
23 regulation or ordinance pertaining to any Hazardous Substance on or within the Property.

24 20.4 Environmental Audit. Buyer may, at its sole cost and expense, perform an
25 Environmental Audit prior to the end of the Due Diligence Period, and may terminate this
26 transaction without cost or penalty if Buyer identifies environmental issues that in its sole and
27 subjective judgment would preclude the Buyer from continuing with this transaction, as follows:

28 (a) The Environmental Audit shall be conducted pursuant to standard

1 quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business
2 day's prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy
3 of Buyer's work plan to Seller, for Seller's reasonable approval;

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

8 (c) Buyer hereby agrees to protect, indemnify, defend and hold
9 harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,
10 actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's,
11 employee's or independent contractor's) entries into the Property prior to the Close of Escrow
12 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the
13 activities of Buyer.

14 **21. Miscellaneous.**

15 21.1 Counterparts. This Agreement may be executed in any number of
16 counterparts, each of which shall be effective only upon delivery (including delivery by facsimile
17 transmission or by "pdf" email transmission) and thereafter shall be deemed an original, and all
18 of which shall be taken to be one and the same instrument, for the same effect as if all Parties
19 hereto had signed the same signature page. Any signature page of this Agreement may be
20 detached from any counterpart of this Agreement without impairing the legal effect of any
21 signatures thereon and may be attached to another counterpart of this Agreement identical in
22 form hereto but having attached to it one or more additional signature pages.

23 21.2 Partial Invalidity. If any term or provision of this Agreement shall be
24 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not
25 be affected thereby and each remaining term and provision of this Agreement will be valid and
26 be enforced to the fullest extent permitted by law.

27 21.3 Waivers. No waiver of any breach of any covenant or provision contained
28 herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other

1 covenant or other provision contained herein. No extension of time for performance or any
2 obligation or act will be deemed an extension of the time for performance of any other
3 obligation or act except those of the waiving party, which will be extended by a period of time
4 equal to the period of the delay.

5 21.4 Successors and Assigns. Neither party shall transfer or assign its rights or
6 responsibilities under this Agreement without the express written consent of the other party.

7 21.5 Entire Agreement. This Agreement (including all Exhibits attached hereto)
8 constitutes the entire contract between the Parties hereto and may not be modified except by
9 an instrument in writing signed by the party to be charged.

10 21.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that
11 time is strictly of the essence with respect to each and every term, condition, obligation and
12 provision hereof.

13 21.7 Governing Law. The Parties hereto expressly agree that this Agreement
14 will be governed by, interpreted under, and construed and enforced in accordance with the
15 laws of the State of California in which the Property is located. Venue for any proceeding
16 related to this Agreement shall be in the County of Riverside.

17 21.8 No Recordation. No memorandum or other document relating to this
18 Agreement shall be recorded without the prior written consent of Seller and Buyer.

19 21.9 Survival. Buyer and Seller indemnification obligations expressly set forth
20 in this Agreement and any other provisions of this Agreement which by its terms expressly
21 survive the Close of Escrow or require performance by either party after the Close of Escrow,
22 shall survive the Close of Escrow and expire five (5) years thereafter. Except as provided
23 above, upon completion of the Close of Escrow all other liabilities and obligations of Buyer and
24 Seller hereunder shall terminate.

25 21.10 Brokers. Seller and Buyer each represent and warrant to one another that
26 such party has not engaged any broker or finder with respect to this Agreement or the
27 transactions contemplated herein. The provisions of this Section 21.10 shall survive Closing
28 hereunder or earlier termination of this Agreement.

21.11 Limited Waiver of Sovereign Immunity. For the purposes of disputes that arise under this Agreement and the enforcement of any judgment or award resulting therefrom, the Morongo Band of Mission Indians, a Federally Recognized Tribe, expressly waives its right to assert its sovereign immunity from suit and enforcement of any ensuing judgment, and consents to be sued in federal or state court, as the case may be, provided that the dispute is limited solely to issues arising under this Agreement, and further provided that such limited wavier is only for the benefit of the County of Riverside, and for no other person or entity. The waiver and consent to jurisdiction expressly provided herein shall extend to all actions authorized by the Agreement, including but not limited to any action to enforce any judgment, and any appellate proceeding emanating from any such proceedings in which a waiver has been granted. Except as stated herein or elsewhere in this Agreement, no other waiver or consent to be sued is granted by either party, either express or implied, whether in state statute or otherwise.

22. Exhibits. Each exhibit attached hereto is incorporated herein by this reference and as set forth in this Agreement.

Signatures on following page


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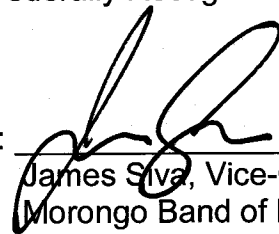
This Agreement will be null and void if not executed by Buyer and approved by the Board of Supervisors of the County of Riverside.

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

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

BUYER:
Morongo Band of Mission Indians, a Federally Recognized Tribe

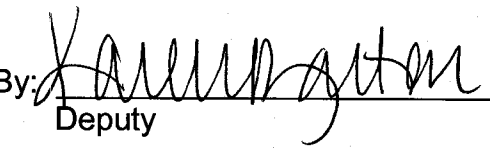
By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
James Siva, Vice-Chairman
Morongo Band of Mission Indians

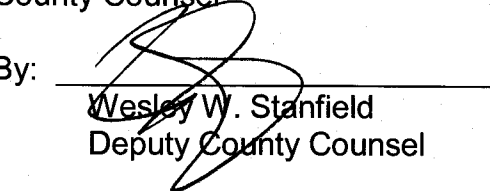
Date: DEC 1 0 2019

Date: 11-12-19

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos,
County Counsel

By: 
Wesley W. Stanfield
Deputy County Counsel

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APNs: 520-080-004, 520-080-005, 520-130-003, and 520-130-004

EXHIBIT B

Recorded at request of and return to:
Morongo Band of Mission Indians
12700 Pumarra Rd.
Banning, CA 92220

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

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

PROJECT: Mid-County Surplus
APNs: 520-080-004, 520-080-005,
520-130-003, and 520-130-004

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

GRANTS to the MORONGO BAND OF MISSION INDIANS, a Federally Recognized
Tribe, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

APNs: 520-080-004, 520-080-005, 520-130-003, and 520-130-004

Dated: _____

GRANTOR:

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

By: _____

Kevin Jeffries, Chairman
Board of Supervisors

ATTEST:

Kecia R. Harper
Clerk of the Board

By: _____

Deputy

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL A: (APN 520-080-004)

THAT PORTION OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION, AS SHOWN ON MAP OF FRIENDLY ESTATES NO. 1, RECORDED IN MAP BOOK 39, PAGES 26 TO 29, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID ONE-QUARTER, NORTH 00° 12' 00" WEST, A DISTANCE OF 1782.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY AS DESCRIBED IN BOOK 170, PAGE 333, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 57° 36' 39" WEST, A DISTANCE OF 686.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 13° 49' 00", A DISTANCE OF 150.72 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 71° 25' 39" WEST, A DISTANCE OF 703.71 FEET; THENCE ALONG A LINE THAT IS PARALLEL TO THE EASTERLY LINE OF SAID ONE-QUARTER, SOUTH 00° 12' 01" EAST, A DISTANCE OF 1139.99 FEET TO THE SOUTHERLY LINE OF SAID ONE-QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 23' 10" EAST, A DISTANCE OF 1385.00 FEET TO THE POINT OF BEGINNING.

PARCEL B: (APN 520-130-003)

THAT PORTION OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE HIGHWAY AS CONVEYED TO THE STATE OF CALIFORNIA, BY DOCUMENT RECORDED DECEMBER 9, 1959 AS INSTRUMENT NO. 104332, IN BOOK 2595, PAGE 447 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE SAN GORGONIO MUTUAL WATER COMPANY BY DOCUMENT RECORDED JANUARY 23, 1961 AS INSTRUMENT NO. 5805, IN BOOK 2836, PAGE 187 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF LINE OF RUSHMORE AVENUE, 44 FEET WIDE, SAID POINT BEING DISTANT ALONG SAID EAST SIDE LINE NORTH 0° 42' 20" EAST, 663.75 FEET FROM ITS INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SAN GORGONIO MUTUAL WATER COMPANY BY DEED RECORDED JANUARY 23, 1961 AS INSTRUMENT NO. 5805, IN BOOK 2836 PAGE 187 OF OFFICIAL RECORDS; THENCE NORTH 44° 49' 17" EAST 36.71 FEET AND NORTH 89° 49' 17" EAST, 79.44 FEET; THENCE AT RIGHT ANGLES SOUTH 0° 10' 43" EAST, 130.00 FEET; THENCE AT RIGHT ANGLES SOUTH 89° 49' 17" WEST, 107.00 FEET TO A POINT ON SAID SIDE LINES OF RUSHMORE AVENUE, 44 FEET WIDE; THENCE ALONG SAID EAST LINE NORTH 0° 42' 20" EAST, 104.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 6.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID RUSHMORE AVENUE.

PARCEL C: (APN 520-080-005)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY DESCRIBED IN DOCUMENT RECORDED APRIL 18, 1934 IN BOOK 170, PAGE 333 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SAID SECTION, AS SHOWN ON MAP OF FRIENDLY ESTATES NO. 1 AS SHOWN BY MAP ON FILE IN BOOK 39 PAGES 26 TO 29, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG THE EASTERLY LINE OF SAID ONE QUARTER NORTH $00^{\circ} 12' 00''$ WEST, A DISTANCE OF 1782.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT RIGHT OF WAY AS DESCRIBED IN BOOK 170 PAGE 333 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE SOUTH $57^{\circ} 36' 39''$ WEST, A DISTANCE OF 686.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF $13^{\circ} 49' 00''$, A DISTANCE OF 150.72 FEET; THENCE TANGENT TO SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $71^{\circ} 25' 39''$ WEST, A DISTANCE OF 703.71 FEET; THENCE ALONG A LINE THAT IS PARALLEL TO THE EASTERLY LINE OF SAID ONE QUARTER, SOUTH $00^{\circ} 12' 01''$ EAST, A DISTANCE OF 1139.99 FEET TO THE SOUTHERLY LINE OF SAID ONE QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH $89^{\circ} 23' 10''$ EAST, A DISTANCE OF 1385.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DOCUMENT RECORDED APRIL 6, 1965 AS INSTRUMENT NO. 39318 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D: (APN 520-130-004)

THAT PORTION OF FRACTIONAL SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 EAST SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE LINE OF RUSHMORE AVENUE, 44 FEET WIDE, AS SHOWN ON MAP ON FILE IN MAP BOOK 3, PAGE(S) 26 TO 29 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT BEING DISTANT ALONG SAID EAST SIDE LINE NORTH $0^{\circ} 42' 20''$ EAST 663.75 FEET FROM ITS INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SAN GORGONIO MUTUAL WATER COMPANY, BY DEED RECORDED JANUARY 23, 1961, IN BOOK 2836, PAGE(S) 187, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" IN DEED RECORDED APRIL 6, 1965 AS INSTRUMENT NO. 39317 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARIES OF SAID PARCEL "A" NORTH $44^{\circ} 49' 17''$ EAST 36.71 FEET AND NORTH $89^{\circ} 49' 17''$ EAST 79.44 FEET; THENCE AT RIGHT ANGLES SOUTH $0^{\circ} 10' 43''$ EAST 130.00 FEET; THENCE AT RIGHT ANGLES SOUTH $89^{\circ} 49' 17''$ WEST 107.00 FEET TO A POINT ON SAID SIDE LINE OF RUSHMORE AVENUE, 44 FEET WIDE, THENCE ALONG SAID EAST SIDE LINE NORTH $0^{\circ} 42' 20''$ EAST 104.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 6.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID RUSHMORE AVENUE, 44 FEET WIDE. THE ABOVE MORE GENERALLY DESCRIBED AS LOT 46 OF TENTATIVE TRACT NO. 3114.

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



ITEM: 3.3
(ID # 11252)

MEETING DATE:

Tuesday, November 19, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2019-241, Notice of Intention to Convey Fee Simple Interests in Real Property Located in the Unincorporated Community of Whitewater, County of Riverside, California, Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and 520-130-004 by Grant Deed to the Morongo Band of Mission Indians, District 5, [\$0] (Clerk of the Board to give notice) (4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2019-241, Notice of Intention to Convey Fee Simple Interests in Real Property Located in the Unincorporated Community of Whitewater, County of Riverside, California, Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and 520-130-004 by Grant Deed to the Morongo Band of Mission Indians; and
2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

ACTION: Policy, 4/5 Vote Required

Robert Field, Assistant County Executive Officer/ECD 11/17/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after December 10, 2019 at 9:30 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 19, 2019
xc: EDA, COB

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2019/20

C.E.O. RECOMMENDATION: [CEO Use]

BACKGROUND:

Summary

Pursuant to Government Code Section 25365, the County may, by a vote of not less than four-fifths, transfer 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 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 Community of Whitewater, Assessor's Parcel Numbers 520-080-004, 520-080-005, 520-130-003 and 520-130-004, ("Property") by Grant Deed, to the Morongo Band of Mission Indians ("Tribe").

The Property consists of 139.01 acres and is located on the northeast corner and southeast corner of Tamarack Road and Rushmore Avenue in the Unincorporated Community of Whitewater, in the County of Riverside, California. The Property was initially acquired for the purpose of pursuing a detention center project and the land is no longer necessary for this proposed project or required for any other County use.

In April of 2019, the Real Estate Division of the Economic Development Agency ("EDA") complied with Government Code 54220 and notified local governmental agencies and, including tribes, of our intention to sell. The Tribe responded to the notice and expressed their interest in acquiring the property. 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 County seeks cost recovery of any land purchased for the abandoned project that is no longer needed.

The Property was recently appraised by an independent Appraiser at a value of \$6,400,000. The Tribe has agreed to pay this amount to the County to purchase this Property.

EDA will return to the Riverside County Board of Supervisors with a fully negotiated Purchase and Sale Agreement on or after December 10, 2019.

Resolution No. 2019-241, has been reviewed and approved by County Counsel as to legal form.

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

Impact on Citizens and Businesses

The sale of this Property will allow the Tribe to pursue use or development of this Property in this area of the County.

SUPPLEMENTAL:

Additional Fiscal Information

EDA will be reimbursed for any and all costs associated with this real estate transaction through the proceeds of this sale of this transaction. Costs will be defined in the upcoming Authorization to Convey Fee Simple Interests in Real Property.

Attachments:

- Aerial Image
- Resolution No. 2019-241

RF:HM:VY:CAO:ee 258FM 20.845 16954
MinuteTrack: 11252



Alex Gann

11/13/2019



Gregory V. Priamos, Director County Counsel

11/6/2019