

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



ITEM: 13.1
(ID # 21238)

MEETING DATE:

FROM : Regional Parks and Open Space District:

Tuesday, February 28, 2023

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Adoption of Resolution No. 2023-003 Authorizing the Conveyance of Fee Simple Interests in Real Property known as the Haun Road Archeological Site Identified with Assessor's Parcel Numbers 360-230-014, 360-230-015, and 360-230-016 in the City of Menifee, County of Riverside, to the Pechanga Band of Indians, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301, 15312, and 15061(b)(3); District 3. [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Directors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301, Class 1, Existing Facilities Exemption; 15312 – Surplus Government Property Sales; and 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2023-003, Authorization to Convey Fee Simple Interests in Real Property known as the Haun Road Archeological Site Identified with Assessor's Parcel Numbers 360-230-014, 360-230-015, and 360-230-016 in the City of Menifee, County of Riverside, to the Pechanga Band of Indians (Pechanga);
3. Approve Agreement for Purchase and Sale of Real Property between the Riverside County Regional Park & Open-Space District (RivCoParks) and Pechanga and authorize the Chair of the Board of Directors to execute the Agreement on behalf of RivCoParks;

Continued on Page 2

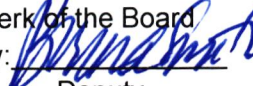
ACTION:Policy


Kyla R. Brown, General Manager 2/21/2023

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: Parks, Recorder

Kimberly Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Directors:

4. Authorize the Chair of the Board of Directors to execute the Grant Deed to complete the conveyance of real property and this transaction;
5. Authorize the General Manager, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction;
6. Direct the Clerk of the Board to return two (2) copies of the Agreement to RivCoParks; and
7. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of Board approval.

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			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Regional Park and Open-Space District (RivCoParks) owns and desires to sell certain real property interests located in the city of Menifee known as the Haun Road archaeological site, Ringing Rock, or the Menifee Valley archaeological site (Property). The Property is located near the intersection of Haun and Scott Roads west of the 215 freeway. Since the early 1990's the Pechanga Band of Indians (Pechanga) has managed the site to protect the cultural resources located on the Property.

The Property, traditionally known as Ringing Rock for the ceremonial rock located on site, has been known to archaeologists for most of the 20th century. As early as the 1970s, Riverside County Park archaeologists recognized the significance of the site as a village site, complete with burials, bedrock mortars, and rock art. When the area was slated for development in the late 1980s, the Riverside County Park Department worked with the County Board of Supervisors to acquire two parcels in 1990 for the sum of \$1.295 million. A third parcel was added to the RivCoPark-owned property a few years later. From the very beginning, Riverside County Parks worked with Pechanga to ensure the site was properly cared for. In the mid-1990s, Parks entered into a management agreement with Pechanga and since then, a tribal member has lived at the property as a caretaker.

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The Property was declared exempt surplus property on April 5, 2022, per M.O. 13.1. This Property has not been dedicated for park or open-space purposes, therefore RivCoParks may dispose of and convey this real property interest without voter approval or legislative concurrence.


The Resolution and Purchase and Sale Agreement have been approved as to form by County Counsel.

IMPACT ON CITIZENS AND BUSINESSES

The Property represents an important cultural and sacred resource to the Pechanga people and under their care, it will remain preserved for future tribal members. When the County acquired the property in the early 1990s, it did so to prevent its destruction as development in the area threatened encroachment. By conveying the property to its rightful owners, this action very much serves to complete the project the County set out to achieve three decades ago. The funds acquired through the sale of the property will be reinvested in the cultural and interpretive resources under RivCoParks' care, becoming a source of funding for future programs, which will educate the citizens of Riverside County on the area's rich cultural past.

ATTACHMENTS

- Resolution No. 2023-003
- Agreement for Purchase and Sale of Real Property
- Notice of Exemption
- HCD Determination Letter



Jason Farin, Principal Management Analyst 2/22/2023



Aaron Gettis, Deputy County Counsel 2/22/2023



Lead Agency: REGIONAL PARK & OPEN-SPACE DISTRICT
ATTN: JEANNE MCLEOD
Address: 4600 CRESTMORE ROAD
JURUPA VALLEY, CA, 92509

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202300233
03/01/2023 09:33 AM Fee: \$ 50.00
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Removed: By: Deputy


Project Title

AUTHORIZING THE CONVEYANCE OF FEE SIMPLE INTERESTS IN APNS 360-230-014, 360-230-015 AND 360-230-016 TO THE PECHANGA BAND OF INDIANS.

Filing Type

- Environmental Impact Report
- Mitigated/Negative Declaration
- Notice of Exemption
- Other:

Notes

PROJECT LOCATION: SPECIFIC HAUN ROAD AND SCOTT ROAD IN THE CITY OF MENIFEE.

To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

From: (Public Agency)
Riverside County Regional Park & Open-Space
District
4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: AUTHORIZING THE CONVEYANCE OF FEE SIMPLE INTERESTS IN APNs 360-230-014, 360-230-015, AND 360-230-016 TO THE PECHANGA BAND OF INDIANS

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific: Haun Road and Scott Road in the City of Menifee

Project Location-City: Menifee

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Riverside County Regional Park & Open-Space District (RivCoParks) acquired the Property in 1993 for habitat and cultural preservation purposes after becoming a District in 1990. During the acquisition process it was discovered the land contained significant cultural resources of the Pechanga Band of Indians, and they volunteered to manage and protect the property on behalf of RivCoParks. Public access to the Property is restricted to protect these resources and would be best managed by Pechanga in perpetuity.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Public Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- Categorical Exemption. State type and section number: 15312 – Surplus Government Property Sales
- Statutory Exemptions. State code number:

Reasons why project is exempt: Pursuant to the California Environmental Quality Act (CEQA), the sale of each remnant parcel of the real property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15312 – Surplus Government Property Sales. The proposed project is the sale of exempt surplus remnant parcels of real property that is no longer needed for the use by or purposes of RivCoParks, does not have significant values for wildlife habitat or other environmental purposes, and the use of the property and adjacent property has not change since the time of acquisition by RivCoParks. It can be seen with certainty that the project will not have a significant effect on the environment because it is merely the transfer of title to real property of vacant land and does not involve construction activities or an increase in the intensity of use of the site.

Lead Agency Contact: Jeanne McLeod

Phone Number: 951-955-3819

If Filed by Applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes
 No

Signature: Jeanne McLeod

Date: 2/2/23 Title: Administrative Services Manager

Signed by Lead Agency

Signed by Applicant

FEB 28 2023 13.1

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3 RESOLUTION NO. 2023-03

4 RESOLUTION OF THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE
5 DISTRICT BOARD OF DIRECTORS AUTHORIZING THE CONVEYANCE OF FEE
6 SIMPLE INTERESTS IN REAL PROPERTY KNOWN AS THE HAUN ROAD
7 ARCHEOLOGICAL SITE IDENTIFIED WITH ASSESSOR’S PARCEL NUMBERS 360-
8 230-014, 360-230-015, AND 360-230-016 IN THE CITY OF MENIFEE, COUNTY OF
9 RIVERSIDE. TO THE PECHANGA BAND OF INDIANS

10
11 **WHEREAS**, the Riverside County Regional Park and Open-Space District
12 (“RivCoParks”), is the fee simple owner of real property, located in the City of Menifee, County
13 of Riverside with Assessor’s Parcel Numbers 360-230-014, 360-230-015, and 360-230-016
14 (“Property”) to the Pechanga Band of Indians (“Pechanga”); and,

15 **WHEREAS**, the Property consists of approximately 35.5 acres of vacant land on
16 Haun Road and north of Scott Road in the City of Menifee; and,

17 **WHEREAS**, RivCoParks desires to convey the Property to Pechanga Band of Indians, a
18 federally recognized California Indian Tribe (“Pechanga”) and Pechanga desires to acquire the
19 Property from RivCoParks; and,

20 **WHEREAS**, the Property is exempt surplus land under Government Code Section
21 54221(f)(1)(D) because the Property is surplus land that RivCoParks is transferring to a federally
22 recognized California Indian Tribe; and,

23 **WHEREAS**, on April 5, 2022, the Board of Directors of RivCoParks adopted Resolution
24 No. 2022-005 declaring the Property exempt surplus land; and,

25 **WHEREAS**, pursuant to the Surplus Land Act Guidelines, Article IV, Section
26 400(e), RivCoParks provided a written copy of the Resolution No. 2022-005 declaring the
27 Property exempt surplus land to the California Department of Housing and Community
28 Development at least 30 days prior to RivCoParks’ disposition of the Property; and,

FORM APPROVED COUNTY COUNSEL
BY:  WESLEY W. STANFIELD
DATE: 2/2/2023

FEB 28 2023 13.1

1 **WHEREAS**, the conveyance of the Property is categorically exempt from the
2 California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section
3 15301, Class 1, Existing Facilities Exemption; Section 15312 and Section 15061(b)(3), General
4 Rule or "Common Sense" Exemption.

5 **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED**
6 by the Board of Directors of the Riverside County Regional Park and Open-Space District
7 ("Board"), in regular session assembled on February 7, 2023, at 9:30 a.m. or soon thereafter, in
8 the meeting room of the Board of Directors located on the 1st floor of the County Administrative
9 Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and
10 information presented on the matter, as it relates to this acquisition, this Board:

11 1. Has determined that the conveyance is categorically exempt from CEQA
12 pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption;
13 Section 15312 and Section 15061(b)(3), General Rule or "Common Sense" Exemption; and

14 2. Authorizes the conveyance to the Pechanga Band of Luiseno Indians the
15 following described real properties: Certain real property located in the unincorporated area of
16 Riverside, State of California, identified as Assessor's Parcel Number 360-230-014, 015, and 016
17 by Grant Deed, as more particularly described in Exhibit "A" Legal Description, attached hereto
18 and thereby made a part hereof.

19 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this
20 Board hereby approves the Agreement for Purchase and Sale of Real Property between
21 RivCoParks and the Pechanga Band of Indians ("Agreement") and authorizes the Chair of the
22 Board of Directors of the Riverside County Regional Park and Open-Space District to execute
23 the Agreement on behalf of RivCoParks.

24 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the
25 Chair of the Board of Directors of the Riverside County Regional Park and Open-Space District
26 is authorized to execute the Grant Deed.
27
28

1 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the
2 General Manager or designee, is authorized to execute any other documents and administer all
3 actions necessary to complete the conveyance of real property.

4 **BE IF FURTHER RESOLVED, DETERMINED AND ORDERED** that the
5 Clerk of the Board is to submit the Notice of Exemption to the County Clerk for posting within
6 five days of approval of this project.

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9 ROLL CALL:

10 Ayes: Jeffries, Spiegel, Washington, and Gutierrez
11 Nays: None
12 Absent: Perez

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

15 KIMBERLY A. RECTOR, Clerk of said Board

16 By:  _____
17 Deputy

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19 02.28.2023 13.1
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EXHIBIT "A"

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

The North half of the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside State of California, according to the Official Plat thereof.

EXCEPT that portion of the North half of the North half of the Southwest Quarter of Temple-Inland Mortgage Corporation Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, lying Easterly of the West line of the land conveyed to the State of California by deed recorded March 1, 1972 as Instrument No. 27199 of Official Records.

APN: 360-230-014

EXHIBIT "A"

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

The South half of the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, according to the Official Plat thereof.

EXCEPTING therefrom that portion of the South half of the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Southeast corner of said South half;

thence along the East line thereof North $0^{\circ}44'12''$ East 329.07 feet to the Northeast corner thereof;

thence along the North line of said South half North $89^{\circ}43'03''$ West 116.17 feet;

thence South $13^{\circ}00'48''$ East 141.38 feet to a tangent curve to the right, having a radius of 1974.00 feet;

thence Southeasterly along said curve, through an angle of $5^{\circ}39'14''$, a distance of 194.79 feet to the South line of said South half;

thence along said South line South $89^{\circ}43'11''$ East 45.67 feet to the point of beginning.

APN: 360-230-015

EXHIBIT "A"

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

The South half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, as shown by United States Government Survey, according to a plat of said land filed in the District Land Office July 6, 1869.

EXCEPTING therefrom that portion conveyed to the State of California by document recorded July 2, 1971 as Instrument No. 72400 of the Official Records of Riverside County, California.

ALSO EXCEPTING therefrom that portion conveyed to the County of Riverside as an easement for public road and drainage purposes, recorded March 10, 1988 as Instrument No. 63353 of Official Records of Riverside County, California.

APN: 360-230-016

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (“Agreement”) is entered into this 28th day of February, 2023 by and between the PECHANGA BAND OF INDIANS, a federally recognized California Indian Tribe, (hereinafter called “PECHANGA” or “BUYER”) and RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (hereinafter called “SELLER”). BUYER and SELLER may be referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. SELLER is the owner of real property located in the City of Menifee, County of Riverside, State of California, consisting of approximately 35.5 acres of vacant land on Haun Road and Scott Road with Assessor Parcel Nos. (APNs) 360-230-014, 360-230-015, and 360-230-016 and alternately identified as the Haun Road Archeological Site, the Menifee Archeological Preserve, or the Walker Ranch Site (“SELLER’S PROPERTY”);
- B. SELLER’S PROPERTY contains known archeological artifacts and holds significant cultural value for BUYER;
- C. Riverside County recognized the importance of preserving the SELLER’S PROPERTY as early as the mid-1970s;
- D. SELLER’S PROPERTY was slated for a housing development in the late 1980s;
- E. Riverside County, with the Parks Department in the lead, acquired and invested in the SELLER’S PROPERTY for a sum of \$1,700,000 for the purpose of preservation using county general funds and grant funds;
- F. RIVCOPARKS desires to ensure that the SELLER’S PROPERTY continues to be protected and managed in the manner set forth at the time of acquisition;
- G. WHEREAS, Pechanga has the expertise and ability to maintain and operate the PROPERTY in the manner set forth at the time of the acquisition; and
- H. SELLER desires to sell to BUYER and BUYER desires to purchase from SELLER the SELLER’s PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following fee interest in certain real property located in the City of Menifee, County of Riverside, State of California,

consisting of approximately 35.5 acres of vacant land on Haun Road and north of Scott Road with Assessor's Parcel Nos. 360-230-014, 360-230-015, and 360-230-016. Said above interest in real property will hereinafter be collectively referred to as the "Property". The respective section of land affected by the above-listed interest in real property is legally described in Exhibit "A", attached hereto and by this reference incorporated herein.

2. PURCHASE PRICE. The total purchase price that BUYER will provide to SELLER for Assessor's Parcel Number 360-230-014, 360-230-015, and 360-230-016 described in Section 1:

- A. One Million Dollars (\$1,000,000.00) ("Funds").

All payments specified in this section shall be made in legal tender, such that the Escrow Holder can disburse proceeds to SELLER at the Close of Escrow.

- B. SOLD IN "AS-IS" CONDITION. BUYER acknowledges that APNs 360-230-014, 360-230-015, and 360-230-016 are sold and relinquished in "as-is" condition, as of the date of this Agreement, without warranty and that SELLER is not responsible for making correction of repairs of any nature BUYER further acknowledges that SELLER has made no representations or warranties regarding APNs 360-230-014, 360-230-015, and 360-230-016, except expressly stated in this Agreement.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the SELLER's PROPERTY at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least forty-eight (48) hours prior written or oral notice before entering the SELLER's PROPERTY. BUYER does hereby indemnify and hold harmless SELLER, SELLER's heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, arising from or that is in any way connected with BUYER's inspections or non-permanent improvements involving entrance onto the SELLER's PROPERTY pursuant to this Section 3. If BUYER fails to acquire the Property due to BUYER's default, this license will terminate upon the termination of BUYER's right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER's personal property, facilities, tools and equipment from the SELLER's PROPERTY. If BUYER does not remove all of BUYER's personal property, facilities, tools, and equipment from the SELLER's PROPERTY within ten (10) business days of the date that BUYER's license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the SELLER's PROPERTY. In the event BUYER fails to remove BUYER's personal property, facilities, tools and equipment from the SELLER's PROPERTY after entering the SELLER's PROPERTY to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.

4. ESCROW. The Parties will establish an escrow at Lawyers Title Company (“Escrow”) to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The Parties shall open an escrow within five (5) business days of the date on which this Agreement is fully executed by the Parties. Close of Escrow means the date on which the Grant Deed is recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than sixty (60) days after the Opening of Escrow. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the Parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
- A. 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 Sections 5 and 10; (b) disburse the balance of the Purchase Price to SELLER; and (c) disburse the balance of any excess proceeds deposited by BUYER to BUYER.
 - B. Recording. Cause the Grant Deed in favor of BUYER to be recorded with the County Recorder for the County of Riverside and obtain conformed copies thereof for distribution to BUYER and SELLER.
 - C. Title Policy. Direct the Title Company to issue Title Policy for the title fee interest referred to as Assessor’s Parcel Numbers 360-230-014, 360-230-015, and 360-230-016 to BUYER.
 - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
 - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of or supplement to any instructions must be in writing.
5. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Company (the “Escrow Holder”) shall obtain and issue a title commitment for the fee interest. Escrow Holder will also request two (2) copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER’s fee title to the Property, which is described above in Section 1, at the Close of Escrow by a CLTA Owner’s Standard Coverage Policy of Title Insurance in the amount \$1,000,000.00 (“Title Policy”). The Title Policy provided for pursuant to this Section 5 will insure BUYER’s interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title,

subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
 - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER's share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER's best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER's option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER's share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER's fee interest in the SELLER's PROPERTY will be free and clear of all monetary liens and monetary encumbrances, including any taxes.
 - C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.
 - D. Other Encumbrances: Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
6. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the SELLER's PROPERTY by BUYER, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow.
7. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents and warrants to SELLER the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:
- A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.
 - B. BUYER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which are or at the Closing Date will be legal, valid and binding obligations of BUYER, and can consummate the transaction contemplated herein.
8. CLOSING CONDITIONS.

A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:

- 1) SELLER shall convey to BUYER marketable title to the Property by execution and delivery with Escrow Holder a duly executed and acknowledged Grant Deed in the form attached to this Agreement as Exhibit "B", and by this reference incorporated herein.
- 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.
- 3) All necessary agreements and consents of all Parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.

BUYER's Closing Conditions are solely for BUYER's benefit and any or all may be waived in writing by BUYER in whole or in part without prior notice.

B. SELLER's obligation to sell the Property is expressly conditioned on the fulfillment of each of the following condition at or before the Closing:

- 1) BUYER must have delivered the Purchase Price in the form described in Section 2 herein to Escrow.
- 2) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

SELLER's Closing Conditions are solely for SELLER's benefit and any or all may be waived in writing by SELLER in whole or in part without prior notice.

C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real property interest including, but not limited to, any supplemental instructions required to complete the transaction.

9. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the Property;
- 2) All costs associated with SELLER's broker representation, including commission, if applicable;

- 3) One-half share of Escrow fees and costs; and
- 4) All costs associated with SELLER's attorney fees; and
- 5) SELLER's share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) One-half share of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policy;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Deed, if any; and
- 5) BUYER's share of prorations, if any.

C. Prorations. All receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- 1) Utility Deposits. If applicable, SELLER will notify all utility companies servicing the SELLER's PROPERTY of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable.
- 2) SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.
- 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 Section 10 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

10. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.

11. INDEMNITY. BUYER agrees to indemnify, defend and hold SELLER harmless from

and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of BUYER'S representation, warranties or covenants provided in this Agreement.

12. RIVCOPARKS REPRESENTATIVE. The General Manager, or designee, serves as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.
13. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery; (b) seven (7) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective Party. The Parties agree, however, that if any Party gives notice in writing of a change of name or address to the other Party, notices to such Party shall thereafter be given as demanded in that notice:

SELLER: Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Shannon Chamberlain

COPIES TO: Riverside County Counsel
Attention: Wesley W. Stanfield
Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501

BUYER: Pechanga Band of Indians
Attention: Mark Macarro
Tribal Chairman
P.O. Box 1477
Temecula, CA 92592

COPIES TO: Pechanga Office of the General Counsel
Attention: General Counsel
P.O. Box 1477
Temecula, CA 92592

14. MISCELLANEOUS.
- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and

Public Resources Code Sections 4136, 2621.9 and 2694.

- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting Party shall have, in addition to all rights available at law or in equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting Party and to Escrow Holder, and if the BUYER is the non-defaulting Party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting Party shall be without prejudice to the non-defaulting Party's rights and remedies at law or equity.
- C. Further Instructions. Each Party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. 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 Pechanga Band of Luiseno Indians, a federally recognized California Indian 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 waiver is only for the benefit of the SELLER, 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.
- G. Entire Agreement. This Agreement contains the entire agreement between the undersigned Parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person who is not contained herein shall be valid or binding on SELLER or BUYER.

- H. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- I. Authorities.
- A. BUYER and SELLER have each taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.
- B. BUYER and SELLER have the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date will be, legal, valid, and binding obligations of BUYER and SELLER respectively and can consummate the transaction contemplated herein.
- J. Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- K. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- L. Interpretation and Construction. The Parties agree that each Party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- M. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- N. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- O. Brokers. Brokers. SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this

Agreement or the transactions contemplated herein. If BUYER is in fact represented in this sale, upon and only upon the Closing, BUYER shall solely responsible to pay any commissions or fees to BUYER's Broker. SELLER is not responsible nor is SELLER liable for any claim, charges, or commissions that may arise or be alleged by a broker or agent in connection with this Agreement or the purchase of sale of the Property whether or not Close of Escrow shall occur. BUYER shall defend, indemnify and hold harmless SELLER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by BUYER's Broker or any person other arising from or by reason of BUYER's conduct with respect to this transaction. The provisions of this Section 14.N. shall survive Closing hereunder or earlier termination of this Agreement.


15. ASSIGNMENT. BUYER may not assign its rights under this Agreement or designate a nominee to acquire the Property.
16. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting Parties.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Real Property on February 28, 2023.

MAILING ADDRESS OF BUYER :
P.O. Box 1477
Temecula, CA 92592

BUYER
PECHANGA BAND OF INDIANS, a federally
recognized California Indian Tribe

By: 
Mark Macarro
Tribal Chairman

MAILING ADDRESS OF SELLER:

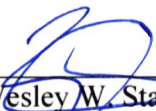
4600 Crestmore Road
Riverside, CA 92509

SELLER:
**RIVERSIDE COUNTY REGIONAL PARK
& OPEN-SPACE DISTRICT**, a park and open
space district

By: 
CHUCK WASHINGTON
Chair, Board of Directors

Date: 2/28/23

APPROVED AS TO FORM:
County Counsel

By: 
Wesley W. Stanfield
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
By: 
DEPUTY

FEB 28 2023 13.1

EXHIBIT "A"

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

The North half of the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside State of California, according to the Official Plat thereof.

EXCEPT that portion of the North half of the North half of the Southwest Quarter of Temple-Inland Mortgage Corporation Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, lying Easterly of the West line of the land conveyed to the State of California by deed recorded March 1, 1972 as [Instrument No. 27199](#) of Official Records.

[APN: 360-230-014](#)

EXHIBIT "A"

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

The South half of the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, according to the Official Plat thereof.

EXCEPTING therefrom that portion of the South half of the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Southeast corner of said South half;

thence along the East line thereof North $0^{\circ}44'12''$ East 329.07 feet to the Northeast corner thereof;

thence along the North line of said South half North $89^{\circ}43'03''$ West 116.17 feet;

thence South $13^{\circ}00'48''$ East 141.38 feet to a tangent curve to the right, having a radius of 1974.00 feet;

thence Southeasterly along said curve, through an angle of $5^{\circ}39'14''$, a distance of 194.79 feet to the South line of said South half;

thence along said South line South $89^{\circ}43'11''$ East 45.67 feet to the point of beginning.

APN: 360-230-015

EXHIBIT "A"

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

The South half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, as shown by United States Government Survey, according to a plat of said land filed in the District Land Office July 6, 1869.

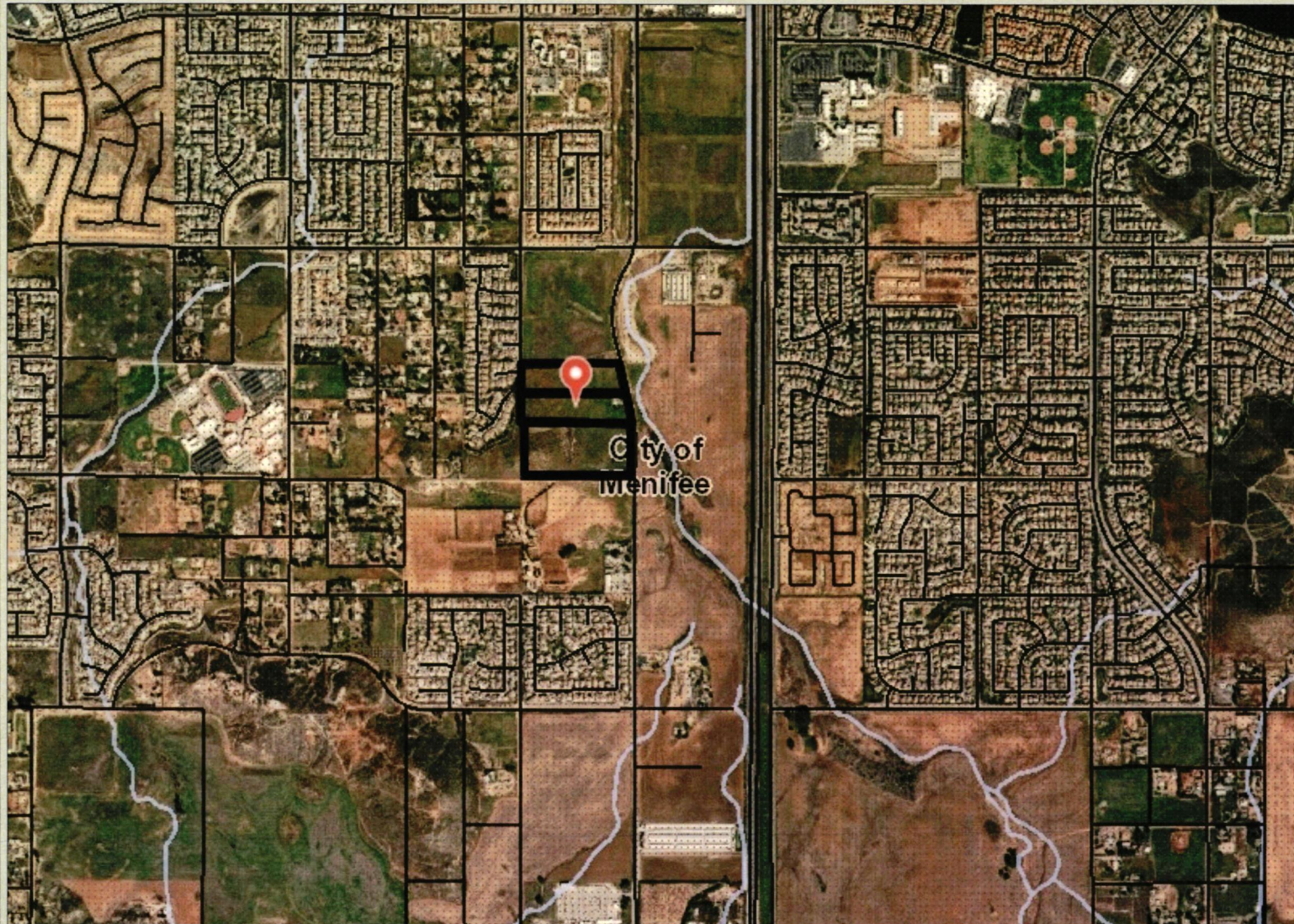
EXCEPTING therefrom that portion conveyed to the State of California by document recorded July 2, 1971 as [Instrument No. 72400](#) of the Official Records of Riverside County, California.

ALSO EXCEPTING therefrom that portion conveyed to the County of Riverside as an easement for public road and drainage purposes, recorded March 10, 1988 as [Instrument No. 63353](#) of Official Records of Riverside County, California.

[APN: 360-230-016](#)

Exhibit A

Haun Road Archeological Site



Legend

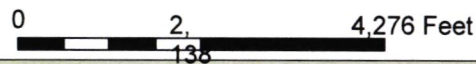
- County Centerlines
- Blueline Streams
- City Areas



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.

Notes

APNs 360230014, 015, 016



REPORT PRINTED ON... 11/29/2022 2:49:41 PM

© Riverside County GIS

EXHIBIT "B"

Recorded at request of, and return to:

Riverside County Regional Park and
Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

NO FEE (GOV. CODE 6103)

Assessor's Parcel Numbers: 360-230-014, 015, 016 SPACE ABOVE THIS LINE FOR
RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$

NONE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT**, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 ("Grantor") grants to **the PECHANGA BAND OF INDIANS**, a federally recognized California Indian Tribe ("Grantee"), the real property in the City of Menifee, County of Riverside, State of California, as described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Property").

The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that no new structure, paving, or other improvements shall be constructed on, and no new modifications or landscaping activities shall be carried out within the Property; and the use of the Property shall be limited solely to open space. Notwithstanding the above, Grantee, its successors, its assigns and every successor in interest to the Property or any part thereof shall be allowed to maintain the existing structure, existing paving, and other existing improvements within the Property for the sole purpose of maintaining and preserving from trespass and other nuisances the open space nature of the Property.

This declaration and the covenants set forth herein restricting the use and occupancy of the Property shall be and are covenants running with the land, touching, and encumbering the Property, binding upon the Grantee and all successors in interests, heirs, and assigns who are owners and/or users of the Property, and the covenants are not merely personal covenants of the Grantee.


///
///

FEB 28 2023 13.1

Assessor's Parcel Numbers: 360-230-014, 360-230-015, 360-230-016

**RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT, a
park and open space district**

Date: 2/28/23

By: 

Name: CHUCK WASHINGTON

Title: CHAIR, BOARD OF SUPERVISORS

(Notary Attached)

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

FEB 28 2023 13.1

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Beginning at the Southeast corner of said South half;

thence along the East line thereof North 0°44'12" East 329.07 feet to the Northeast corner thereof;

thence along the North line of said South half North 89°43'03" West 116.17 feet;

thence South 13°00'48" East 141.38 feet to a tangent curve to the right, having a radius of 1974.00 feet;

thence Southeasterly along said curve, through an angle of 5°39'14", a distance of 194.79 feet to the South line of said South half;

thence along said South line South 89°43'11" East 45.67 feet to the point of beginning.

APN: 360-230-015

EXHIBIT "A"

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The South half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Base and Meridian, in the City of Menifee, County of Riverside, State of California, as shown by United States Government Survey, according to a plat of said land filed in the District Land Office July 6, 1869.

EXCEPTING therefrom that portion conveyed to the State of California by document recorded July 2, 1971 as [Instrument No. 72400](#) of the Official Records of Riverside County, California.

ALSO EXCEPTING therefrom that portion conveyed to the County of Riverside as an easement for public road and drainage purposes, recorded March 10, 1988 as [Instrument No. 63353](#) of Official Records of Riverside County, California.

[APN: 360-230-016](#)

PROJECT: HAUN ROAD DISPOSITION

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the Purchase and Sale Agreement, dated _____, 2023, from the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, to the PECHANGA BAND OF INDIANS, a federally recognized California Indian Tribe, is hereby accepted by the undersigned officer or agent on behalf of the PECHANGA BAND OF INDIANS , a federally recognized California Indian Tribe, dated this _____ day of _____, 2023.

By _____

Mark Macarro

Tribal Chairman

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



May 9, 2022

Jeanne McLeod, Contracts and Grants Analyst
Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Dear Jeanne McLeod:

RE: HCD's Review of Riverside County Regional Park and Open-Space District's Resolution No. 2022-005 Declaring Assessor Parcel Numbers 360230014, 360230015, and 360230016 as "Exempt Surplus Land."

Thank you for notifying the California Department of Housing and Community Development (HCD) of the Riverside County Regional Park and Open-Space District's (the "RivCoParks") determination of Assessor Parcel Numbers 360230014, 360230015, and 360230016 (collectively the "Parcels") as "exempt surplus land." HCD reviewed Resolution No. 2022-005 (Resolution) pursuant to Section 400(e) of the Surplus Land Act (SLA) Guidelines.

According to the Resolution, the RivCoParks desires to transfer the Parcels to Pechanga Band of Luiseno Indians of the Pechanga Reservation, a federally recognized California Indian Tribe (the "Pechanga"). HCD finds that the transfer of the Parcels to the Pechanga qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(D), of the SLA. The RivCoParks is permitted to proceed with the transfer of the Parcels to the Pechanga as described in the Resolution.

If you have any questions or need additional technical assistance, please contact Public Lands, at Publiclands@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Jillian Burgos".

Jillian Burgos
Public Lands Manager
Housing Policy Development

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



May 9, 2022

Jeanne McLeod, Contracts and Grants Analyst
Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Dear Jeanne McLeod:

RE: HCD's Review of Riverside County Regional Park and Open-Space District's Resolution No. 2022-005 Declaring Assessor Parcel Numbers 360230014, 360230015, and 360230016 as "Exempt Surplus Land."

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According to the Resolution, the RivCoParks desires to transfer the Parcels to Pechanga Band of Luiseno Indians of the Pechanga Reservation, a federally recognized California Indian Tribe (the "Pechanga"). HCD finds that the transfer of the Parcels to the Pechanga qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(D), of the SLA. The RivCoParks is permitted to proceed with the transfer of the Parcels to the Pechanga as described in the Resolution.

If you have any questions or need additional technical assistance, please contact Public Lands, at Publiclands@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Jillian Burgos".

Jillian Burgos
Public Lands Manager
Housing Policy Development

Adilene Godines

From: Sole Source, Purchasing <psolesource@RIVCO.ORG>
Sent: Thursday, January 19, 2023 5:52 PM
To: Adilene Godines; Sole Source, Purchasing
Cc: Amparo Quintero
Subject: RE: Request to amend SSJ #21-019 approved on 06/25/2020: Disaster Recovery Center, Inc. dba Teleira

Good evening,

Please utilize this email as your approval to amend SSJ21-019 as requested below. Your new reference number is 21-019A

From: Adilene Godines <a.godines@ruhealth.org>
Sent: Tuesday, December 20, 2022 4:15 PM
To: Sole Source, Purchasing <psolesource@RIVCO.ORG>
Subject: Request to amend SSJ #21-019 approved on 06/25/2020: Disaster Recovery Center, Inc. dba Teleira

Good Afternoon,

Please see request to amend SSJ #21-019 approved on 06/25/2020 below.

Justification for Amended SSJ:

Amendment No. 1 will be issued to extend Teleira Downtime phones to the Medical and Surgical Center as well as upgrade downtime phones at switchboard (operators), Emergency Room and the Security Operations Center.

This service will extend availability while the satellite is up and running, preventing extended periods of downtime. This is a standalone system that does not integrate with Telco Lines or Network. The system is currently using generator power. During an outage, if standard Telco lines or Network become unavailable, the downtime phones will still be live.

When the Cisco system is down and staff need to use the downtime phones, areas that take multiple incoming phone calls require more than one line to process calls. The upgrade will allow for larger phones so we can add up to 3 additional incoming lines into the system, the current system only allows for answering one call at a time.

Description:	Year 1 6/30/22-6/30/23	Year 2 6/30/23-6/30/24	
Extend downtime phones to MSC Subscription total: \$2,277.00/month	\$27,324	\$27,324	
One-Time implementation charge: (installation, hardware, shipping, ect)	\$23,094		
Grand total for MSC Extension			\$77,742.00
Upgrade downtime Phones at MC Subscription total: \$491.00/month	\$5,892	\$5,892	
One-Time implementation charge: (installation, hardware, shipping, ect)	\$9,689		
Grand total for MC upgrade			\$21,473
Service Agreement Total:	\$65,999	\$33,216	\$99,215

A form 11 has been prepared to process this amendment.

I have included the following attachments for reference:

- Previously approved SSJ (**Disaster Recovery Center Inc, dba Teleira SSJ# 21-019**)
- **Teleira Amendment No.1 - signed** (signed by vendor and County Counsel)
- Original Agreement & BOS approval (**BOS_15.3_Teleira_7.14.20**)
- **Teleira Form 11** for Amendment No. 1

If additional information is required from my end, please let me know.

Thank you,

Adilene Godines
Procurement Contract Specialist
Central Purchasing Liason to RUHS

 **Riverside University**
HEALTH SYSTEM 7888 Mission Grove Parkway South, Suite 100
Riverside, CA 92508
Office: (951) 486-5503
Cell: (951) 470-4232
Email: a.godines@RUHealth.org;
agodines@rivco.org
Submit invoices to: AP@RUHealth.org

RUHS Confidentiality Disclaimer

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Confidentiality Disclaimer

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County of Riverside California