

RECORDING REQUESTED BY

COMMONWEALTH LAND TITLE

WHEN RECORDED RETURN TO

Curtis Berkey
Alexander & Karshmer
2150 Shattuck Avenue, Suite 725
Berkeley, CA 94704

DOC # 2001-396449

08/17/2001 08:00A Fee:57.00
Page 1 of 8 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



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57

GRANT DEED

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DL

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$55.00

County of Riverside, unincorporated area City of _____

Parcel No. 514-160-025 TRA: 055-055

computed on the consideration or value of property conveyed, OR

computed on the consideration or value less liens or encumbrances remaining at time of sale

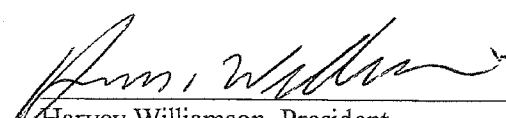
6029565.5

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CABAZON COUNTY WATER DISTRICT hereby GRANTS to MORONGO BAND OF MISSION INDIANS, A FEDERALLY RECOGNIZED INDIAN TRIBE, the following described real property in the County of Riverside, State of California:

LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"

Dated: August 16, 2001.

CABAZON COUNTY WATER DISTRICT
a County water district

By: 
Harvey Williamson, President

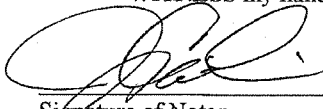
MAIL TAX STATEMENTS TO: Morongo Band of Mission Indians, 11581 Potrero Road, Banning, CA 92220

STATE OF CALIFORNIA }
 }
COUNTY OF RIVERSIDE }

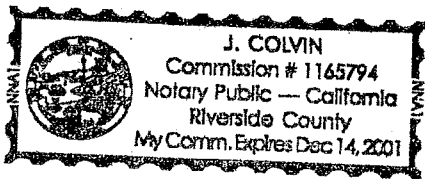
On August 16, 2001, before me, the undersigned notary public, personally appeared Harvey Williamson, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER:
 Individual(s)
 Corporate
 Officer(s) _____
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Subscribing Witness
 Guardian/Conservator
 Other _____
SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

WITNESS my hand and official seal.



Signature of Notary *J. Colvin*



2001-396449
08/17/2001 08:00A
2 of 8

EXHIBIT "A"

PARCEL 1:

That portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at the Southwest corner of said Section;

Thence North 89° 44' 07" East, along the South line of said Section 32, a distance of 770.00 feet;

Thence North 00° 20' 04" West, parallel with the West line of said Section 32, a distance of 1,300.00 feet to the Point of Beginning;

Thence South 89° 39' 56" West, a distance of 90.00 feet;

Thence North 00° 20' 04" West, a distance of 660.00 feet;

Thence North 89° 39' 56" East, a distance of 330.00 feet;

Thence South 00° 20' 04" East, a distance of 660.00 feet;

Thence South 89° 39' 56" West, a distance of 240.00 feet to the True Point of Beginning.

Excepting therefrom all minerals unto the United States of America by Patent recorded October 28, 1898 in Book 2, page(s) 176, of Patents, Records of Riverside County, California. Reference hereby made to the record for further particulars.

Also excepting therefrom all minerals and mineral rights as reserved by Southern Pacific Transportation Company, a Delaware Corporation by deed recorded December 22, 1989 as Instrument No. 448969 of Official Records of Riverside County, California. Reference being hereby made to the record for further particulars.

PARCEL 2:

An easement and right of way for water and sewage pipelines, electrical and communication wires, ingress and egress together with appurtenances thereto, across, along, over, under and through the following described land.

PARCEL 2A:

A strip of land, 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;



EXHIBIT "A" Continued

Thence North 89° 44' 07" East, along the South line of said Section 32, a distance of 770.00 feet;

Thence North 00° 20' 04" West, parallel with the Westerly line of said Section 32, a distance of 1,300.00 feet;

Thence South 89° 39' 56" West, a distance of 90.00 feet;

Thence North 00° 20' 04" West, a distance of 660.00 feet;

Thence North 89° 39' 56" East, a distance of 290.00 feet, to the Point of Beginning;

Thence North 00° 20' 04" West, a distance of 340.00 feet to an angle point hereinafter referred to as Point "A";

Thence North 89° 39' 56" East, a distance of 180.95 feet to an angle point hereinafter referred to as Point "B";

Thence North 00° 20' 04" West, a distance of 335.65 feet to an angle point hereinafter referred to as Point "C";

Thence North 46° 31' 00" East, a distance of 243.39 feet;

Thence North 18° 44' 04" East, a distance of 214.73 feet;

Thence North 31° 57' 38" East, a distance of 194.06 feet;

Thence North 26° 29' 55" East, a distance of 290.68 feet;

Thence North 12° 39' 32" East, a distance of 108.18 feet;

Thence North 02° 10' 06" East, a distance of 562.51 feet;

Thence North 08° 34' 59" East, a distance of 405.59 feet;

Thence North 10° 43' 31" West, a distance of 129.97 feet;

Thence North 05° 41' 42" West, a distance of 289.67 feet;

Thence North 05° 58' 00" East, a distance of 120.38 feet;

Thence North 13° 59' 15" East, a distance of 168.46 feet to the Northerly line of said Section 32. Said intersection being distant 840.24 feet Westerly of the North quarter corner of Section 32.

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Northerly line of said Section 32.



EXHIBIT "A" Continued

Parcel 2A-1:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at point "A" as described within Parcel 2A herein;

Thence South 00° 20' 04" East, a distance of 65.00 feet;

Thence North 44° 39' 56" East, a distance of 91.92 feet to a point distant North 89° 39' 56" East 65.00 feet;

Thence South 89° 39' 56" West, a distance of 65.00 feet to the Point of Beginning.

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-2:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at Point "B" as described within Parcel 2A herein;

Thence North 00° 20' 04" West, a distance of 65.00 feet;

Thence South 44° 39' 56" West, a distance of 91.92 feet to a point distant South 89° 39' 56" West 65.00 feet;

Thence North 89° 39' 56" East a distance of 65.00 feet to the Point of Beginning;

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-3:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at Point "C" as described within Parcel 2A herein;

Thence South 00° 20' 04" East, a distance of 56.28 feet;

Thence North 23° 05' 28" East, a distance of 103.28 feet to a point distant North 46 31' 00" East 56.28 feet;



EXHIBIT "A" Continued

Thence South 46° 31' 00" West, a distance of 56.28 feet to the Point of Beginning.

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-4:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2A herein;

Excepting therefrom any portion lying within said Parcels 2A, 2A-1, 2A-2, and 2A-3.

PARCEL 2B:

A strip of land 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North 89° 44' 07" East, along the South line of said Section 32, a distance of 770.00 feet to the Point of Beginning;

Thence North 00° 20' 04" West, parallel with the Westerly line of said Section 32, a distance of 1,300.00 feet.

N 89.3956 E

Parcel 2B-1:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North 89° 44' 07" East, along the Southerly line of said Section 32, a distance of 770.00 feet to the Point of Beginning;

Thence North 00° 20' 04" West, a distance of 50.00 feet;

Thence South 45° 20' 04" East, a distance of 70.75 feet to a point distant North 89° 44' 07" East, 825.00 feet;

Thence South 89° 44' 07" West, a distance of 50.00 feet to the True Point of Beginning.

Except therefrom any portion lying within Parcel 2B as described herein.



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08/17/2001 08:00A
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EXHIBIT "A" Continued

Parcel 2B-2:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2B herein.

Excepting therefrom any portion lying within said Parcel 2B.

PARCEL 2C:

A strip of land, 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North 00° 20' 04" West, along the Westerly line of said Section 32, a distance of 1,888.33 feet to the Point of Beginning;

Thence North 79° 23' 34" East, a distance of 32.42 feet to the beginning of a curve concave Northerly and having a radius of 500.00 feet;

Thence Easterly along said curve, through a central angle of 8° 36' 39", an arc distance of 75.14 feet;

Thence North 70° 46' 55" East, a distance of 72.71 feet to the beginning of a curve, concave Southerly and having a radius of 150.00 feet;

Thence Easterly along said curve, through a central angle of 41° 20' 28", an arc distance of 108.23 feet;

Thence South 67° 52' 37" East, a distance of 81.16 feet to the beginning of a curve, concave Southwesterly and having a radius of 1,000.00 feet;

Thence Southeasterly along said curve through a central angle of 06° 23' 14", an arc distance of 111.48 feet;

Thence South 61° 29' 24" East, a distance of 44.26 feet to the beginning of a curve concave Northerly and having a radius of 100.00 feet;

Thence Easterly along said curve, through a central angle of 25° 47' 09", an arc distance of 45.00 feet;

Thence South 87° 16' 32" East, a distance of 32.91 feet to the beginning of a curve concave and having a radius of 250.00 feet;

Thence Easterly along said curve, through a central angle of 18° 00' 33", an arc distance of 78.58 feet;

Thence South 69° 15' 59" East, a distance of 36.74 feet to a line, distance 680.00 feet Easterly of and parallel with the Westerly line of said Section 32 and the end of this centerline description.

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08/17/2001 08:00A
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EXHIBIT "A" Continued

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Westerly line of said Section 32 to the West and a line distant 680.00 feet and parallel with said Westerly line of said Section 32 to the East.

Parcel 2C-1:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2C herein;

Excepting therefrom Parcel 2C as described herein:

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Westerly line of said Section 32 to the West and a line distant 680.00 feet and parallel with said Westerly line of said Section 32 to the East.



Prepare in Triplicate

Date filed and Document No.

Certified # Air Mail Return Receipt Requested

Date: 8/2/2007

To: Supv., Land Titles & Records Sacramento, CA

From: Terisa Draper Pacific Region Office Fee-to-Trust Consortium

Please record the attached document (s), identified below by items 1 thru 3.

- 1 Reservation Code 582 (Morongo)
2 Allotted lands, No. T 5389 Tribal lands.
3 Document Type 10-10
4 Realty File No.

Remarks: I certify the documents submitted herein conform to existing laws and regulations. After recordation, return original documents to BRS, DPO.

Signature Wanda Fedraza (916) 978-6098 Realty Specialist

Certified # Air Mail Return Receipt requested

Date: 9/19/2007

Return to Sender

The documents identified by items 1 thru 3 above have been recorded in the Land Titles and Records, Sacramento, California see block in the upper right corner of this page for date and time of recording and document number assigned.

Document attached Document retained and filed

For Supv., Land Titles & Records

For Title Plant use only:

Index posted by: Date: Microfilmed by NW Date 9/19/2007
Photocopied by: NW Date 9/19/2007 Reception Entered by

Remarks:

582 249Y07

CERTIFICATE OF INSPECTION AND POSSESSION

This relates to an acquisition of the following described land, or an interest therein, by the United States of America.

A. Property and project information:

The acquiring federal agency is: THE UNITED STATES OF AMERICA in trust for the Morongo Band of Cahuilla Mission Indians of California

1. The name and address of the owner (s) of the property is:

Morongo Band of Cahuilla Mission Indians of the Morongo Reservation,
California
c/o Mr. Maurice Lyons, Spokesman
254 Murray St., Suite C
Banning, CA 92220

2. The property is identified and/or described as follows:

All that certain Parcels of land lying within the Unincorporated Area, County of Riverside, State of California, and described as follows: (Please refer to attached Exhibit 1)

The above described real property is identified in Riverside County as **Assessor's Parcel No. 514-160-025**, 5 acres, more or less also known as the "Cabazon Water District Parcels".

3. The estate to be acquired for all of the above parcels is: Fee Simple

B. Certification (physical inspection): I hereby certify that on April 14, 2004, I made a personal examination of that certain tract or parcel of land identified above, and that I am fully informed as to the boundaries, lines and corners of said tract. On the basis of my inspection, I hereby certify that the following statements are accurate, or, if one or more statements are not accurate I have marked it/them and I have indicated on this sheet or on an attachment my findings which vary from the statement:

November 10, 2004 (date) Jim Haynes (signature)

Jim Haynes, Realty Specialist, 1451 Research Park Drive, Suite 100, Riverside, CA 92507
(951) 276-6624 Extension 251

1. No work or labor has been performed or any materials furnished in connection with the making of any repairs or improvements on said land within the past six months

582 249Y07

that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. There are no persons or entities (corporations, partnerships, etc.), which have, or may have, any rights of possession or other interest in said premises adverse to the rights of the above named owner(s) or the United States of America.
3. There are no vested or accrued water rights for mining, agricultural, Manufacturing, or other purpose; nor any ditches or canals constructed by or being used thereon under authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas or other minerals on said lands; and there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.
4. There are no outstanding rights whatsoever in any person or entity (corporation, partnership, etc.) to the possession of said premises, nor any outstanding right, title, interest, lien or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records, as revealed by the government's title evidence.
5. Said premises are now wholly unoccupied and vacant except for the occupancy of the following, from whom disclaimer(s) of all right, title and interest in and said premises, executed on None. has (have) been obtained:

DOC # 2004-0792802

10/06/2004 08:00A Fee:34.00

Page 1 of 10

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



**RECORDING REQUESTED BY
Commonwealth Land Title Company
AND WHEN RECORDED MAIL
TO**

Name Bureau of Indian Affairs
Street Address Pacific Regional Office
2800 Cottage Way
City, State Zip Sacramento, California. 95825

Order No. 6029565P
APN No: 514-160-025

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

TRA: 055-055
DIT: 0

34

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Grant Deed
DOCUMENT TITLE

SEPARATE PAGE - PURSUANT TO GOVERNMENT CODE 27361.6

RECORDED
10/06/2004 08:00A
OFFICE OF THE COUNTY CLERK & RECORDER
COUNTY OF RIVERSIDE

Recording Requested By:
Bureau of Indian Affairs
U.S. Dept. of the Interior

When Recorded, Mail To:
Bureau of Indian Affairs
Pacific Regional Office
2800 Cottage Way
Sacramento, CA 95825

582 249Y07

APN: 514-160-025

Documentary Transfer Tax \$ -0-
<i>No. Bean</i> Indian Affairs
Signature of Declarant (Firm Name)

GRANT DEED

For valuable consideration, the undersigned, as the authorized representative of the Morongo Band of Mission Indians, does hereby grant to: THE UNITED STATES OF AMERICA IN TRUST FOR THE MORONGO BAND OF CAHUILLA MISSION INDIANS OF THE MORONGO RESERVATION, CALIFORNIA. All that real property situated in the County of Riverside, State of California, and more particularly described as:

See Exhibit "A" attached hereto.

Acceptance of this conveyance on behalf of the United States of America shall be attached hereto as Exhibit "B" and recorded with this Grant Deed.

Date: 9-7-04

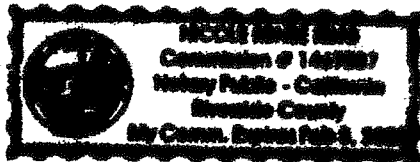


Chairperson
Morongo Band of Mission Indians

State of California)
) SS.
County of Riverside

On September 7, 2004, before me Nicole Renee King personally appeared Maurice Lyons, personally known to me (or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand & official seal.



Nicole Renee King

EXHIBIT "A"

582 249Y07

PARCEL 1:

That portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at the Southwest corner of said Section;

Thence North 89° 44' 07" East, along the South line of said Section 32, a distance of 770.00 feet;

Thence North 00° 20' 04" West, parallel with the West line of said Section 32, a distance of 1,300.00 feet to the Point of Beginning;

Thence South 89° 39' 56" West, a distance of 90.00 feet;

Thence North 00° 20' 04" West, a distance of 660.00 feet;

Thence North 89° 39' 56" East, a distance of 330.00 feet;

Thence South 00° 20' 04" East, a distance of 660.00 feet;

Thence South 89° 39' 56" West, a distance of 240.00 feet to the True Point of Beginning.

Excepting therefrom all minerals unto the United States of America by Patent recorded October 28, 1898 in Book 2, page(s) 176, of Patents, Records of Riverside County, California. Reference hereby made to the record for further particulars.

Also excepting therefrom all minerals and mineral rights as reserved by Southern Pacific Transportation Company, a Delaware Corporation by deed recorded December 22, 1989 as Instrument No. 448969 of Official Records of Riverside County, California. Reference being hereby made to the record for further particulars.

PARCEL 2:

An easement and right of way for water and sewage pipelines, electrical and communication wires, ingress and egress together with appurtenances thereto, across, along, over, under and through the following described land.

PARCEL 2A:

A strip of land, 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

Land description certified as to accuracy.

[Handwritten signature]

Realty Specialist, Bureau of Indian Affairs

582 249Y07

Thence North $89^{\circ} 44' 07''$ East, along the South line of said Section 32, a distance of 770.00 feet;

Thence North $00^{\circ} 20' 04''$ West, parallel with the Westerly line of said Section 32, a distance of 1,300.00 feet;

Thence South $89^{\circ} 39' 56''$ West, a distance of 90.00 feet;

Thence North $00^{\circ} 20' 04''$ West, a distance of 660.00 feet;

Thence North $89^{\circ} 39' 56''$ East, a distance of 290.00 feet, to the Point of Beginning;

Thence North $00^{\circ} 20' 04''$ West, a distance of 340.00 feet to an angle point hereinafter referred to as Point "A";

Thence North $89^{\circ} 39' 56''$ East, a distance of 180.95 feet to an angle point hereinafter referred to as Point "B";

Thence North $00^{\circ} 20' 04''$ West, a distance of 335.65 feet to an angle point hereinafter referred to as Point "C";

Thence North $46^{\circ} 31' 00''$ East, a distance of 243.39 feet;

Thence North $18^{\circ} 44' 04''$ East, a distance of 214.73 feet;

Thence North $31^{\circ} 57' 38''$ East, a distance of 194.06 feet;

Thence North $26^{\circ} 29' 55''$ East, a distance of 290.68 feet;

Thence North $12^{\circ} 39' 32''$ East, a distance of 108.18 feet;

Thence North $02^{\circ} 10' 06''$ East, a distance of 562.51 feet;

Thence North $08^{\circ} 34' 59''$ East, a distance of 405.59 feet;

Thence North $10^{\circ} 43' 31''$ West, a distance of 129.97 feet;

Thence North $05^{\circ} 41' 42''$ West, a distance of 289.67 feet;

Thence North $05^{\circ} 58' 00''$ East, a distance of 120.38 feet;

Thence North $13^{\circ} 59' 15''$ East, a distance of 168.46 feet to the Northerly line of said Section 32. Said intersection being distant 840.24 feet Westerly of the North quarter corner of Section 32.

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Northerly line of said Section 32.

582 249Y07

Parcel 2A-1:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at point "A" as described within Parcel 2A herein;

Thence South $00^{\circ} 20' 04''$ East, a distance of 65.00 feet;

Thence North $44^{\circ} 39' 56''$ East, a distance of 91.92 feet to a point distant North $89^{\circ} 39' 56''$ East 65.00 feet;

Thence South $89^{\circ} 39' 56''$ West, a distance of 65.00 feet to the Point of Beginning.

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-2:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at Point "B" as described within Parcel 2A herein;

Thence North $00^{\circ} 20' 04''$ West, a distance of 65.00 feet;

Thence South $44^{\circ} 39' 56''$ West, a distance of 91.92 feet to a point distant South $89^{\circ} 39' 56''$ West 65.00 feet;

Thence North $89^{\circ} 39' 56''$ East a distance of 65.00 feet to the Point of Beginning;

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-3:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at Point "C" as described within Parcel 2A herein;

Thence South $00^{\circ} 20' 04''$ East, a distance of 56.28 feet;

Thence North $23^{\circ} 05' 28''$ East, a distance of 103.28 feet to a point distant North $46^{\circ} 31' 00''$ East 56.28 feet;

582 249Y07

Thence South $46^{\circ} 31' 00''$ West, a distance of 56.28 feet to the Point of Beginning.

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-4:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2A herein;

Excepting therefrom any portion lying within said Parcels 2A, 2A-1, 2A-2, and 2A-3.

PARCEL 2B:

A strip of land 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North $89^{\circ} 44' 07''$ East, along the South line of said Section 32, a distance of 770.00 feet to the Point of Beginning;

Thence North $00^{\circ} 20' 04''$ West, parallel with the Westerly line of said Section 32, a distance of 1,300.00 feet.

Parcel 2B-1:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North $89^{\circ} 44' 07''$ East, along the Southerly line of said Section 32, a distance of 770.00 feet to the Point of Beginning;

Thence North $00^{\circ} 20' 04''$ West, a distance of 50.00 feet;

Thence South $45^{\circ} 20' 04''$ East, a distance of 70.75 feet to a point distant North $89^{\circ} 44' 07''$ East, 825.00 feet;

Thence South $89^{\circ} 44' 07''$ West, a distance of 50.00 feet to the True Point of Beginning.

Except therefrom any portion lying within Parcel 2B as described herein.

582 249Y07

Parcel 2B-2:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2B herein.

Excepting therefrom any portion lying within said Parcel 2B.

PARCEL 2C:

A strip of land, 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North $00^{\circ} 20' 04''$ West, along the Westerly line of said Section 32, a distance of 1,888.33 feet to the Point of Beginning;

Thence North $79^{\circ} 23' 34''$ East, a distance of 32.42 feet to the beginning of a curve concave Northerly and having a radius of 500.00 feet;

Thence Easterly along said curve, through a central angle of $8^{\circ} 36' 39''$, an arc distance of 75.14 feet;

Thence North $70^{\circ} 46' 55''$ East, a distance of 72.71 feet to the beginning of a curve, concave Southerly and having a radius of 150.00 feet;

Thence Easterly along said curve, through a central angle of $41^{\circ} 20' 28''$, an arc distance of 108.23 feet;

Thence South $67^{\circ} 52' 37''$ East, a distance of 81.16 feet to the beginning of a curve, concave Southwesterly and having a radius of 1,000.00 feet;

Thence Southeasterly along said curve through a central angle of $06^{\circ} 23' 14''$, an arc distance of 111.48 feet;

Thence South $61^{\circ} 29' 24''$ East, a distance of 44.26 feet to the beginning of a curve concave Northerly and having a radius of 100.00 feet;

Thence Easterly along said curve, through a central angle of $25^{\circ} 47' 09''$, an arc distance of 45.00 feet;

Thence South $87^{\circ} 16' 32''$ East, a distance of 32.91 feet to the beginning of a curve concave and having a radius of 250.00 feet;

Thence Easterly along said curve, through a central angle of $18^{\circ} 00' 33''$, an arc distance of 78.58 feet;

Thence South $69^{\circ} 15' 59''$ East, a distance of 36.74 feet to a line, distance 680.00 feet Easterly of and parallel with the Westerly line of said Section 32 and the end of this centerline description.

582 249Y07

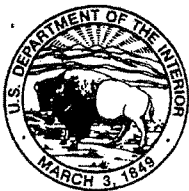
The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Westerly line of said Section 32 to the West and a line distant 680.00 feet and parallel with said Westerly line of said Section 32 to the East.

Parcel 2C-1:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2C herein;

Excepting therefrom Parcel 2C as described herein:

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Westerly line of said Section 32 to the West and a line distant 680.00 feet and parallel with said Westerly line of said Section 32 to the East.



IN REPLY REFER TO:

United States Department of the Interior

582 249Y07

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825


EXHIBIT "B"

APN: 514-160-025

ACCEPTANCE OF CONVEYANCE

The undersigned, as the authorized representative of the Secretary of the Interior, United States Department of the Interior, Bureau of Indian Affairs, hereby accepts that grant of real property described in that Grant Deed dated September 9, 2004, from the authorized representative of the Morongo Band of Mission Indians to the UNITED STATES OF AMERICA IN TRUST FOR THE MORONGO BAND OF CAHUILLA MISSION INDIANS OF THE MORONGO RESERVATION, CALIFORNIA. Said grant is accepted by the United States of America pursuant to the Indian Land Consolidation Act of January 12, 1983 (96 Stat. 2517; 25 U.S.C.A. §2202).

Date: 9-15-04


Regional Director

Pursuant to the authority delegated from
The Secretary set forth in 209 DM 8,
230 DM 1, and 3 IAM 4.

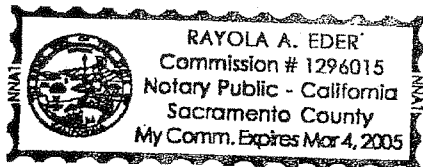
for
10

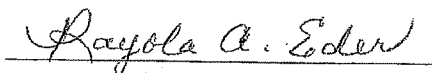
ACKNOWLEDGMENT

State of California)
) SS.
County of SACRAMENTO

On September 15, 2004, before me RAYOLA A. EDER, NOTARY PUBLIC, personally appeared CLAYTON JOHN GREGORY, personally known to me (or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.







582 249Y07

Government Code 27361.7

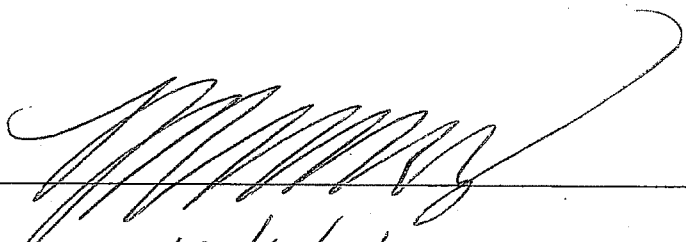
I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: Nicole Renee King

Commission Number: 1469087

Date commission expires: 2/8/08

County: Riverside

By 

Date: 10/6/04



ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth
A LAND AMERICA COMPANY

UNITED STATES OF AMERICA
POLICY OF TITLE INSURANCE

582 249407

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the *lis pendens* notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Alpert

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b). Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy;
 - (c) resulting in no loss or damage to the insured claimant; or
 - (d) attaching or created subsequent to Date of Policy.
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.



582 249Y07

POLICY OF TITLE INSURANCE
Issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE A

Amount of Insurance: \$50,000.00.

Policy/File Number: 6029565

Premium: \$-0-

Date of Policy: October 6, 2004 at 8:00 A.M.

1. Named of Insured:

The United States of America in Trust for the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation, California

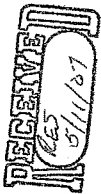
2. The estate or interest in the land described herein and which is covered by this policy is:

**A FEE;
and EASEMENTS more fully described herein**

3. The estate or interest referred to herein is at the Date of Policy vested in:

The United States of America in Trust for the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation, California

4. The land referred to in this policy is situated in the County of **RIVERSIDE**, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.



Countersigned:

BY: Janet A. Albert
Authorized Officer or Agent

ALTA U.S. Policy (9-28-91)
TQ21005CA (2/99)

EXHIBIT "A"

582 249Y07

PARCEL 1:

That portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at the Southwest corner of said Section;

Thence North 89° 44' 07" East, along the South line of said Section 32, a distance of 770.00 feet;

Thence North 00° 20' 04" West, parallel with the West line of said Section 32, a distance of 1,300.00 feet to the Point of Beginning;

Thence South 89° 39' 56" West, a distance of 90.00 feet;

Thence North 00° 20' 04" West, a distance of 660.00 feet;

Thence North 89° 39' 56" East, a distance of 330.00 feet;

Thence South 00° 20' 04" East, a distance of 660.00 feet;

Thence South 89° 39' 56" West, a distance of 240.00 feet to the True Point of Beginning.

Excepting therefrom all minerals unto the United States of America by Patent recorded October 28, 1898 in Book 2, page(s) 176, of Patents, Records of Riverside County, California. Reference hereby made to the record for further particulars.

Also excepting therefrom all minerals and mineral rights as reserved by Southern Pacific Transportation Company, a Delaware Corporation by deed recorded December 22, 1989 as Instrument No. 448969 of Official Records of Riverside County, California. Reference being hereby made to the record for further particulars.

PARCEL 2:

An easement and right of way for water and sewage pipelines, electrical and communication wires, ingress and egress together with appurtenances thereto, across, along, over, under and through the following described land.

PARCEL 2A:

A strip of land, 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

EXHIBIT "A" Continued

582 249Y07

Thence North 89° 44' 07" East, along the South line of said Section 32, a distance of 770.00 feet;

Thence North 00° 20' 04" West, parallel with the Westerly line of said Section 32, a distance of 1,300.00 feet;

Thence South 89° 39' 56" West, a distance of 90.00 feet;

Thence North 00° 20' 04" West, a distance of 660.00 feet;

Thence North 89° 39' 56" East, a distance of 290.00 feet, to the Point of Beginning;

Thence North 00° 20' 04" West, a distance of 340.00 feet to an angle point hereinafter referred to as Point "A";

Thence North 89° 39' 56" East, a distance of 180.95 feet to an angle point hereinafter referred to as Point "B";

Thence North 00° 20' 04" West, a distance of 335.65 feet to an angle point hereinafter referred to as Point "C";

Thence North 46° 31' 00" East, a distance of 243.39 feet;

Thence North 18° 44' 04" East, a distance of 214.73 feet;

Thence North 31° 57' 38" East, a distance of 194.06 feet;

Thence North 26° 29' 55" East, a distance of 290.68 feet;

Thence North 12° 39' 32" East, a distance of 108.18 feet;

Thence North 02° 10' 06" East, a distance of 562.51 feet;

Thence North 08° 34' 59" East, a distance of 405.59 feet;

Thence North 10° 43' 31" West, a distance of 129.97 feet;

Thence North 05° 41' 42" West, a distance of 289.67 feet;

Thence North 05° 58' 00" East, a distance of 120.38 feet;

Thence North 13° 59' 15" East, a distance of 168.46 feet to the Northerly line of said Section 32. Said intersection being distant 840.24 feet Westerly of the North quarter corner of Section 32.

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Northerly line of said Section 32.

EXHIBIT "A" Continued

582 249Y07

Parcel 2A-1:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at point "A" as described within Parcel 2A herein;

Thence South 00° 20' 04" East, a distance of 65.00 feet;

Thence North 44° 39' 56" East, a distance of 91.92 feet to a point distant North 89° 39' 56" East 65.00 feet;

Thence South 89° 39' 56" West, a distance of 65.00 feet to the Point of Beginning.

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-2:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at Point "B" as described within Parcel 2A herein;

Thence North 00° 20' 04" West, a distance of 65.00 feet;

Thence South 44° 39' 56" West, a distance of 91.92 feet to a point distant South 89° 39' 56" West 65.00 feet;

Thence North 89° 39' 56" East a distance of 65.00 feet to the Point of Beginning;

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-3:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at Point "C" as described within Parcel 2A herein;

Thence South 00° 20' 04" East, a distance of 56.28 feet;

Thence North 23° 05' 28" East, a distance of 103.28 feet to a point distant North 46 31' 00" East 56.28 feet;

Thence South 46° 31' 00" West, a distance of 56.28 feet to the Point of Beginning.

EXHIBIT "A" Continued

582 249Y07

Excepting therefrom any portion lying within Parcel 2A as described herein.

Parcel 2A-4:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2A herein;

Excepting therefrom any portion lying within said Parcels 2A, 2A-1, 2A-2, and 2A-3.

PARCEL 2B:

A strip of land 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North 89° 44' 07" East, along the South line of said Section 32, a distance of 770.00 feet to the Point of Beginning;

Thence North 00° 20' 04" West, parallel with the Westerly line of said Section 32, a distance of 1,300.00 feet.

Parcel 2B-1:

A triangular shaped parcel of land being a portion of Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, being more particularly described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North 89° 44' 07" East, along the Southerly line of said Section 32, a distance of 770.00 feet to the Point of Beginning;

Thence North 00° 20' 04" West, a distance of 50.00 feet;

Thence South 45° 20' 04" East, a distance of 70.75 feet to a point distant North 89° 44' 07" East, 825.00 feet;

Thence South 89° 44' 07" West, a distance of 50.00 feet to the True Point of Beginning.

Except therefrom any portion lying within Parcel 2B as described herein.

EXHIBIT "A" Continued

Parcel 2B-2:

582 249Y07

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2B herein.

Excepting therefrom any portion lying within said Parcel 2B.

PARCEL 2C:

A strip of land, 30.00 feet in width, being a portion of Section 32, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of RIVERSIDE, State of California, according to the official plat thereof, the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 32;

Thence North 00° 20' 04" West, along the Westerly line of said Section 32, a distance of 1,888.33 feet to the Point of Beginning;

Thence North 79° 23' 34" East, a distance of 32.42 feet to the beginning of a curve concave Northerly and having a radius of 500.00 feet;

Thence Easterly along said curve, through a central angle of 8° 36' 39", an arc distance of 75.14 feet;

Thence North 70° 46' 55" East, a distance of 72.71 feet to the beginning of a curve, concave Southerly and having a radius of 150.00 feet;

Thence Easterly along said curve, through a central angle of 41° 20' 28", an arc distance of 108.23 feet;

Thence South 67° 52' 37" East, a distance of 81.16 feet to the beginning of a curve, concave Southwesterly and having a radius of 1,000.00 feet;

Thence Southeasterly along said curve through a central angle of 06° 23' 14", an arc distance of 111.48 feet;

Thence South 61° 29' 24" East, a distance of 44.26 feet to the beginning of a curve concave Northerly and having a radius of 100.00 feet;

Thence Easterly along said curve, through a central angle of 25° 47' 09", an arc distance of 45.00 feet;

Thence South 87° 16' 32" East, a distance of 32.91 feet to the beginning of a curve concave and having a radius of 250.00 feet;

Thence Easterly along said curve, through a central angle of 18° 00' 33", an arc distance of 78.58 feet;

EXHIBIT "A" Continued

582 249Y07

Thence South 69° 15' 59" East, a distance of 36.74 feet to a line, distance 680.00 feet Easterly of and parallel with the Westerly line of said Section 32 and the end of this centerline description.

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Westerly line of said Section 32 to the West and a line distant 680.00 feet and parallel with said Westerly line of said Section 32 to the East.

Parcel 2C-1:

A strip of land 60.00 feet in width, the centerline being the centerline of that certain 30.00 foot wide easement described as Parcel 2C herein;

Excepting therefrom Parcel 2C as described herein:

The sidelines of said strip of land shall be prolonged or foreshortened so as to terminate at the Westerly line of said Section 32 to the West and a line distant 680.00 feet and parallel with said Westerly line of said Section 32 to the East.

582 249Y07

SCHEDULE B

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Lack of a right of access to and from the land.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. Matters which may be disclosed by an inspection or by a survey, of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
5. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.
6. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.
7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

None

582 249Y07

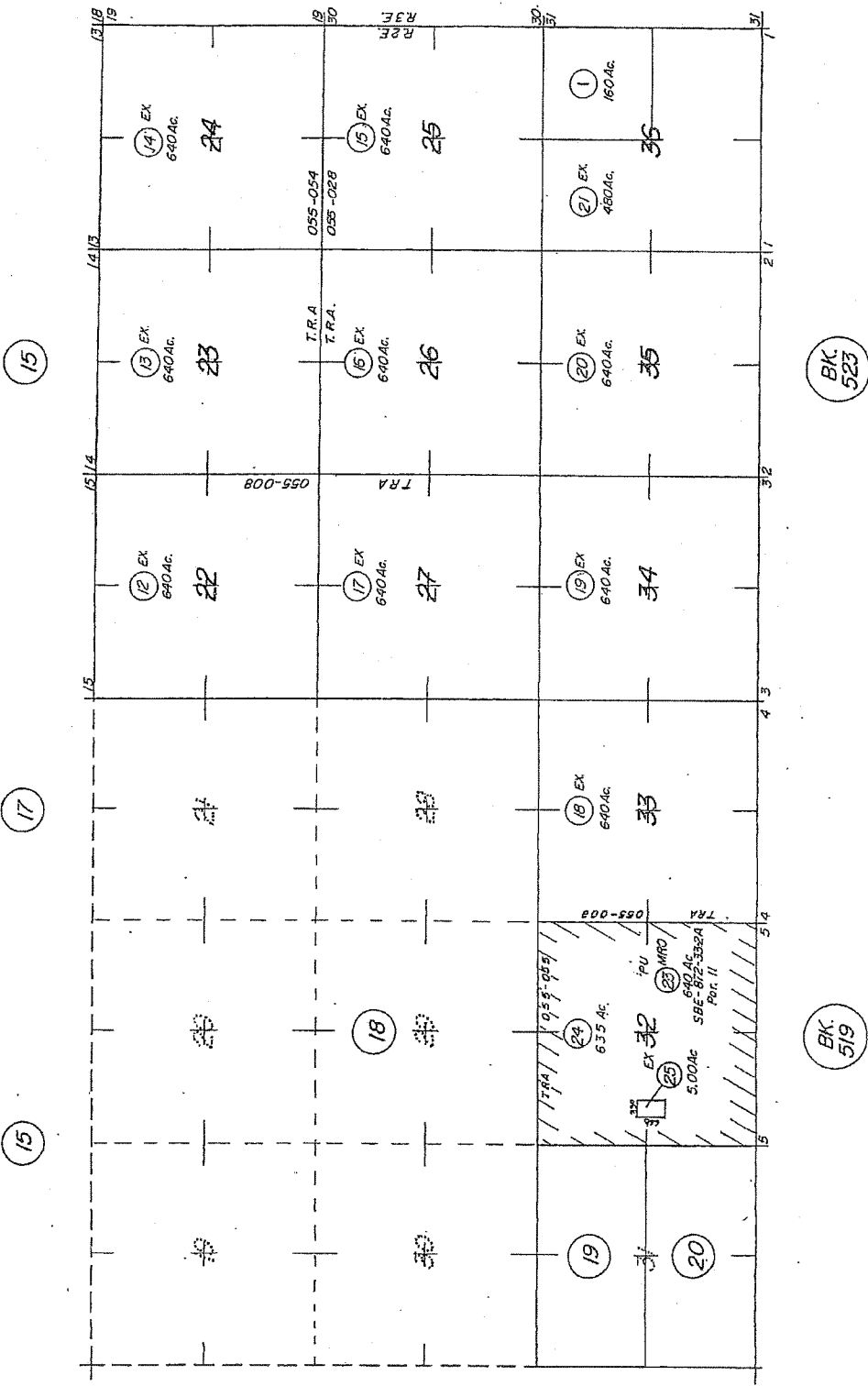
PLAT

514-16

TRA 055-008
055-028
055-054
055-055

SEC. 24 thru 36, T. 2 S., R. 2 E.

582 249Y07



Date	Old No.	New No.	R.	S.
3/79	104-811	R-2		
"	511	22		
5/29	404/411	23		
3/85	22	24, 25		

Description: Riverside, CA Assessor Map 514.16 Page: 1 of 1
Order: 6029565 Comment:

MAR 29 1995
ASSESSOR'S MAP BK 514 PG. 16
RIVERSIDE COUNTY, CALIF.

BK 523

BK 519

Date: G.L.O., RS/28-35, 37/4

JUNE 1969

CONDITIONS AND STIPULATIONS
(Continued)

582 249Y07

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this Policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all right and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

(c) No Subrogation to the Rights of the United States.

Notwithstanding the provisions of Conditions and Stipulation Section 13 (a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the Company agrees in writing to reimburse the United States for all costs attorneys' fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable shall be arbitrated at the option of either the Company or the insured. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

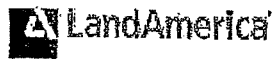
In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

582 249Y07

Best Copy
Document Listed in Exhibit
“A” - recorded October 28,
1898 in Book 2, page(s) 176
of Patents



Southern California Production Center

129

DOCUMENT REQUEST FORM

From: Ayers, Denise

582 249Y07

Office Information

Company: Commonwealth Title County: San Bernardino
 Department: Title Fax: 909-885-2465

Document Information

Order #: 6029565 County: Riverside

APN: Release Date/Time: None

Description:

Best Copy

Document:	Date:	Instrument #:	Done:	Book:	Page:	Miscellaneous
1. Patent	10-28-1898			2	176	Patents
2.						
3.						
4.						
5.						
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NOTES

Empty box for notes.

The legal description of the property is as follows:
Section 14, Township 14N, Range 10E, T14N, R10E, S14

County of Santa Clara, State of California

14N, 10E, S14

County of Santa Clara

Section 14, Township 14N, Range 10E, T14N, R10E, S14

The north and south halves of the above described
section are to be equally divided into four equal parts
each of which shall be one-fourth of the whole section
and each of which shall be one-fourth of the whole section
and each of which shall be one-fourth of the whole section
and each of which shall be one-fourth of the whole section
and each of which shall be one-fourth of the whole section

Section 14, Township 14N, Range 10E, T14N, R10E, S14

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The Commission on the Status of Women, established in 1946, was the first of its kind. It was created by the Economic and Social Council of the United Nations to address the needs and concerns of women worldwide. The Commission's mandate is to promote the advancement of women and to ensure their full and equal participation in all spheres of life. It has been instrumental in the development of international instruments, such as the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), and in the promotion of women's rights and equality. The Commission's work is carried out through its various organs, including the Commission on the Status of Women, the Executive Directorate, and the Women's Watch. The Commission's efforts are aimed at achieving the goal of gender equality and the empowerment of women, which is essential for sustainable development and peace.

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582 249Y07

**Instrument No. 448969 of
Official Record – listed in
“A”**

582 249Y07

016

448969
 RECORDING REQUESTED BY
 J111743 111389
 TICOE Title Insurance Company of California
 AND WHEN RECORDED MAIL TO
 Name COUSSOULIS DEVELOPMENT COMPANY
 Street Attn: Nicholas J. Coussoulis
 Address 341 West 2nd St., Suite 1
 City San Bernardino, CA 92401
 State
 Zip

PAID
 Doc. Transfer Tax
 WILLIAM E. CONERLY
 Rev. Co. Recorder

RECEIVED FOR RECORD
 AT 2:00 DECEMBER 21, 1989

DEC 22 1989

Recorded in Official Records
 of Riverside County, California

RECORDED
 DECEMBER 21 1989
 REC'D
 21-89

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Approved As To Form
 By General Counsel
 April 1989

Documentary Transfer Tax

GRANT DEED

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, Grantor, hereby grants to COUSSOULIS DEVELOPMENT COMPANY, a California corporation, Grantee, that certain real property situated at or near Gabazon, County of Riverside, State of California, and more particularly described in Exhibit "A" attached and hereby made a part hereof.

Grantor excepts from the Property hereby conveyed and reserves unto itself, its successors and assigns, all minerals and mineral rights, interests, and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the Property; however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the Property in connection therewith.

This grant is made subject to easements, covenants, conditions, reservations and restrictions of record; any matter which would be disclosed by survey, investigation or inquiry; and any tax, assessment or other governmental lien against said property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in duplicate this 5TH day of DECEMBER, 1989.

SOUTHERN PACIFIC TRANSPORTATION COMPANY
 By: [Signature]
 Title: Its Vice President
 Attest: [Signature]
 Title: ASSISTANT SECRETARY

448969

STATE OF CALIFORNIA
 City and County of San Francisco

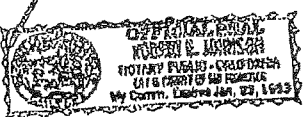
On this 5TH day of DECEMBER in the year One Thousand Nine Hundred and Eighty NINE before me, ROBERT E. JOHNSON, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

W. E. CURTIS & B. J. MEDINA

known to me (or proved to me on the basis of satisfactory evidence) to be the ITS VICE
PRESIDENT & ASST. SECRETARY
 of the corporation described in and that executed the within instrument, and at me I know to me to be the person who who executed it on behalf of the corporation therein named and
he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Robert E. Johnson
 Notary Public in and for the City and County of San Francisco, State of California.



Corporation

448969

EXHIBIT "A"

Those parcels of land situated in the County of Riverside, State of California described as follows:

PARCEL 1:

Section 32, Township 2 South, Range 2 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the official plat thereof.

PARCEL 2:

The East half of the Northeast quarter of Section 5, Township 3 South, Range 2 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the official plat thereof.

TOGETHER with Grantor's rights, title and interest in that certain strip of land, 15 feet wide, situated in said Section 5 and in Section 8, Township 3 South, Range 2 East, S.B. and M., lying 7.5 feet each side of the following described center line:

Beginning at a point in the North line of said Section 5 distant easterly, along said North line, 2518.30 feet from the northwest corner of said Section 5; thence South 20°22'00" East 2173 feet; thence South 22°19'30" East 566 feet; thence South 25°13'30" East 2983.4 feet to the South line of said Section 5,

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distant thereon 466.5 feet westerly from the southeast corner of said Section 5; thence South 25°13'30" East 1091.5 feet to the East line of said Section 8 distant South 0°06'12" East, along last said line, 986.7 feet.

The side line of said strip of land, 15 feet wide, to terminate in the North line of said Section 5 and in the East line of said Section 8.

ALSO, TOGETHER with Grantor's right, title and interest in and to all water rights attached to said property.



United States Department of the Interior

9 7/14
T aw
RPM 7/12/07

OFFICE OF THE SOLICITOR

Pacific Southwest Region

2800 Cottage Way

Room E-1712

Sacramento, California 95825-1890

July 5, 2007

582 249Y07

IN REPLY
REFER TO:

MEMORANDUM:

916-978-5687

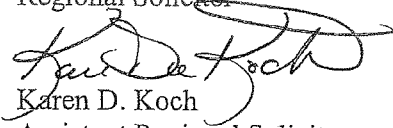
To: Pacific Regional Director, Pacific Region

From: Regional Solicitor, Pacific Southwest Region

Subject: Final Title Opinion, in the matter of: Morongo Band of Cahuilla Mission Indians of the Morongo Reservation; 5 acres, more or less

1. You have requested a Final Title Opinion on land described as real property situated in the County of Riverside, State of California. More specifically, the legal description is attached to the Grant Deed, and the property is also referred to as APN 514-160-025, on the Morongo Reservation.
2. The parcel contains a total of 5 acres, more or less. The parcel is described in a Grant Deed consisting of ten pages, with a Recorder Stamp from the County of Riverside, recorded as Document # 2004-0792802. The land being conveyed is described in the Title Policy. The Deed conveying title to the parcel to the United States, in trust for the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation, California, was executed on September 7, 2004, by the Chairperson of the Morongo Band of Mission Indians. The Grant Deed was approved by the Regional Director on September 15, 2004, and was placed on record in the County of Riverside on October 6, 2004. A Certificate of Inspection and Possession was executed on November 10, 2004.
3. The Title Insurance Policy by Commonwealth Land title Insurance Company (Policy No. 6029565) is continued indefinitely, so long as the United States holds title to the property. As of the date of the title policy, October 6, 2004, title is shown to be vested in the United States of America, in Trust for the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation, California, subject to those items listed on Schedule B. The exceptions accord with the Attorney General's Standards.
4. Your file is returned.

Daniel G. Shillito
Regional Solicitor

By: 
Karen D. Koch
Assistant Regional Solicitor

FILED
OFFICE OF THE SOLICITOR

JUL 12 2007

RECEIVED

RECEIVED
RES



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IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS
SOUTHERN CALIFORNIA AGENCY
2038 IOWA AVENUE, SUITE 101
RIVERSIDE, CALIFORNIA 92507-2471
PHONE (909) 276-6624 FAX (909) 276-6641

DEC 5 - 2003

MEMORANDUM

To: Regional Solicitor, Office of the Solicitor, Pacific Southwest Region

From: Superintendent - Southern California Agency

Subject: Request for Preliminary Title Review of the Morongo Band of Cahuilla Mission Indians, Trust Acquisition Application for 5 acres, more or less.

The Superintendent of the Southern California Agency received an application from the Morongo Band of Cahuilla Mission Indians to have approximately 5 acres, more or less, accepted into trust. The subject property comprises of one parcel of land located contiguous to the exterior boundaries of the Morongo Reservation located in Riverside County, California. The subject parcel is referred to as Riverside County Assessor's Parcel Number: 514-160-025, also known as the "Cabazon County Water District" property. The subject parcel of land is vacant unimproved land with no plans to change its current use. The proposed acquisition site will be used for land consolidation to enhance cultural purposes and natural resources protection.

Additionally, we are requesting a Solicitors opinion as to whether or not parcel: 514-160-025 are "contiguous or adjacent" to the Morongo Reservation.

The following is a list of the attached documents submitted for your review:

1. Tribal Resolution Number 0111/03, dated December 11, 2001
2. Commonwealth Interim Binder and Exceptions No. 6029565 dated August 17, 2001
3. Contaminant Level I Survey, dated August 8, 2003
4. Draft Grant Deed
5. Map
6. Draft Acceptance of Conveyance

The following addresses the exceptions in Schedule "B" of Commonwealth Binder Title Report No. 6029565

1. Exception A, Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

Supplemental or escaped taxes will be paid in full and eliminated from title prior to issuance of the Final ALTA policy.

2. Exception 1, Water rights, or title to water, whether or not shown by the public records.

The Morongo Band of Cahuilla Mission Indians is aware of this exception and they find it to be acceptable with the proposed land use.

3. Exception 2, Lack of a right of access to and from the land.

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Please note, that there is an established road that that is located contiguous to the subject property and extends in a Northerly direction as shown in Exhibit "A".

The Morongo Band of Cahuilla Mission Indians is aware of this exception and they find it to be acceptable with the proposed land use.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

The Morongo Band of Cahuilla Mission Indians is aware of this discrepancy and they find it to be acceptable with the proposed land use.

Exception A will be paid in full and will not appear on the Policy of Title Insurance.
Exceptions 1 through 4 are administratively acceptable to this Agency.

We will instruct the Title Company to record the grant deed showing the vesting of a valid title in the United States of America, subject only to the exceptions approved above. We will request final approval of title evidence after:

1. A final certificate of inspection and possession has been performed.
2. We certify that the land description in the deed and the policy are correct and identical.
3. The grant deed is recorded and we receive a policy of title insurance showing title to vest with the United States subject only to the provisions in the deed and the exceptions approved above.
4. The policy of title insurance is provided on A.L.T.A. form 9/28/91, dated the same day the deed is recorded and the liability conforms to the regulations of the Department of Justice.

If you approve the above procedure, please sign in the space provided, and return the original of this memorandum, together with the documents we provided, to this office.

James J. Fletcher
Acting James J. Fletcher
Superintendent

Attachments

cc: PRO (Attn: Regional Realty Officer)
PRO (Attn: Regional Realty Specialist)

Solicitor's Endorsement/Comments

The policy of the Commonwealth Land Title Insurance Company, Order No. 6029565, does not address (1) the Bureau's compliance with 25 CFR Part 151; and (2) preparation of the required NEPA documents, if necessary, and (3) whether the land may be placed in trust. The above procedure for acquiring title to the subject property from the Morongo Band of Mission Indians (A.K.A. Morongo Band of Cahuilla Indians) to the United States of America, in trust for the Morongo Band of Mission Indians, is acknowledged and in accordance with Departmental procedures.

The Commonwealth Land Title Insurance Company has presented only a Preliminary Report and not a Title Opinion. The Report, dated August 17, 2001, has only limited liability coverage and, as such, it is imperative that a title commitment or binder be obtained, by the Morongo Band of Mission Indians, to cover the United States prior to accepting the 5 acres (more or less) into trust.

Finally, my review of the maps, which you enclosed, leads me to conclude that the parcel is "contiguous" with the existing reservation.

The documents submitted with your request are returned.



Daniel G. Shillito
Regional Solicitor
Sacramento, CA

Dated: December 12, 2003

582 249Y07

MORONGO
BAND OF
MISSION
INDIANS



PLANNING/ECONOMIC
DEVELOPMENT DEPARTMENT
49020 SEMINOLE ROAD
CABAZON, CA 92230
PHONE 909-849-8807
FAX 909-849-3802

MORONGO BAND OF MISSION INDIANS

RESOLUTION NUMBER 0111/03

SCA-MD-03-02

TRIBAL OPERATIONS
Reso No. _____
Date Rec'd 1/31/03
Initials MR

WHEREAS, the Morongo Band of Mission Indians is a federally-recognized Indian tribe exercising inherent sovereignty and jurisdiction over the Morongo Indian Reservation;

WHEREAS, the Band has a duly elected Tribal Council empowered with governmental authority to take certain actions, including adopting motions and resolutions, on behalf of the Band;

WHEREAS, the Band has a duly elected Tribal Chair possessing authority to execute documents and agreements on the Band's behalf;

WHEREAS, the Band has acquired several land parcels (including undivided fractional interests in land parcels) in fee simple that are located within the exterior boundaries of the Morongo Indian Reservation; and

WHEREAS, to promote its right to self-determination and self-governance through land consolidation, the Band deems it advisable to request the Federal Government to accept the newly acquired parcels in trust status for the benefit of the Band.

THEREFORE BE IT RESOLVED that the Band requests the Bureau of Indian Affairs to immediately take into trust status for the Band the parcels (and the undivided fractional interests in parcels) located within the exterior boundaries of the Reservation having the following assessor's parcel numbers:

- 514-180-008, Section 29, R2E T3S, Acreage 145.00
- 514-160-025, Section 32, R2E T3S, Acreage 5.00
- 532-090-001 and 532-090-002, Section 12, R1E T3S, Acreage 7.39
- 519-020-011/009-000-733 (2/9th undivided interest),
Section 6, R2E, T3S, Acreage 5.43
- 519-020-005/009-000-732 (2/9th undivided interest),
Section 6, R2E, T3S, Acreage 5.19
- 519-020-010/009-000-731 (2/9th undivided interest),
Section 6, R2E, T3S, Acreage 5.29

BE IT FURTHER RESOLVED that the Band directs its attorneys, Alexander & Karshmer, to petition the Secretary of the Interior, through the Bureau of Indian Affairs, to take the above-described parcels into trust status.

MORONGO
BAND OF
MISSION
INDIANS



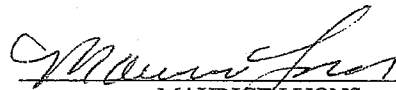
PLANNING/ECONOMIC
DEVELOPMENT DEPARTMENT
49020 SEMINOLE ROAD
CABAZON, CA 92230
PHONE 909-849-8807
FAX 909-849-3802

582 249Y07

BE IT FURTHER RESOLVED that the Band requests the Bureau of Indian Affairs to take the above-described parcels into trust status subject to the existing rights-of-way and easements which will not interfere with the Band's uses of the parcels.

BE IT FURTHER RESOLVED that the Tribal Chair of the Band is authorized to sign any title, deed, or other real estate document or other documentation on behalf of the Band as necessary to effectuate the fee-to-trust process for the above-described parcels.

CERTIFICATION



MAURICE LYONS
CHAIRMAN

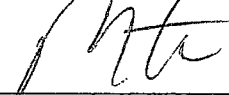


LUANNE MARTIN
VICE CHAIRWOMAN

LEATRICE BRIONES
COUNCIL MEMBER



ANNE HUTTON
COUNCIL MEMBER



ROBERT MARTIN
COUNCIL MEMBER

DENNIS MILLER
COUNCIL MEMBER



DAMON SANDOVAL
COUNCIL MEMBER

Note: Per telephone contact this date, 12/11/2001, Ruben Martinez, certification is follows:

This is to certify that the above resolution was adopted at a meeting of the Morongo Tribal Council on November 20, 2001, by a vote of 4 "for", 0 "opposed" and 0 "abstaining".

Resolution Number 0111/03

Page 2 of 2