



Contract Number
24-1028

SAP Number

ORIGINAL

San Bernardino County Flood Control District

Department Contract Representative	Terry W. Thompson, Director Real Estate Services Department
Telephone Number	(909) 387-5000
Contractor	Yuhaaviatam of San Manuel Nation
Contractor Representative	
Telephone Number	(909) 864-8933
Contract Term	N/A
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	\$0
Cost Center	
GRC/PROJ/JOB No.	38004501
Internal Order No.	F02805
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract: The Bill of Sale conveys Flood Controls District's ownership interest in the Facilities, including the basin, improved channel, and associated appurtenances to the San Manuel Band of Mission Indians.

FOR COUNTY USE ONLY

Approved as to Legal Form

► See signature page
Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *Brandon Ocasio*
Brandon Ocasio, Real Property Manager, RESD

Date 10/9/24

FACILITIES TRANSFER AGREEMENT

THIS AGREEMENT is entered into in the State of California by and between, the San Bernardino County Flood Control District, hereinafter called the DISTRICT, and the Yuhaaviatam of San Manuel Nation, a federally recognized Indian tribe (also recognized as the San Manuel Band of Mission Indians), hereinafter called SAN MANUEL (collectively DISTRICT and SAN MANUEL shall be called PARTIES and individually PARTY).

RECITALS

WHEREAS, the DISTRICT currently owns, operates and maintains the existing drainage improvements, including the basin, improved channel, and associated appurtenances and has easement and any other real property rights on the San Manuel Reservation in the area more specifically described and shown in the attached legal description and plat map (Exhibit "A")(all such easement and any other real property rights shall hereinafter be called the "REAL PROPERTY INTERESTS"); and

WHEREAS, SAN MANUEL desires to have the DISTRICT quitclaim its REAL PROPERTY INTERESTS and transfer ownership of the FACILITIES to SAN MANUEL, and SAN MANUEL desires to accept a quitclaim of the REAL PROPERTY INTERESTS and ownership of the FACILITIES, as well as all future maintenance and operation obligations and liabilities of such FACILITIES; and

WHEREAS, upon transfer of the ownership of the FACILITIES and the quitclaim of the REAL PROPERTY INTERESTS, SAN MANUEL will forever retain and operate the FACILITIES for flood control purposes; and

WHEREAS, the DISTRICT desires to quitclaim the REAL PROPERTY INTERESTS and to transfer the ownership of the FACILITIES to SAN MANUEL, as well as all future maintenance and operation obligations and liabilities of such FACILITIES, on the condition that such FACILITIES are forever retained and operated by SAN MANUEL for flood control purposes; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I

In consideration of the obligations and liabilities accepted by SAN MANUEL pursuant to Section II of this AGREEMENT, DISTRICT shall:

1. concurrent with its execution of this Agreement, execute a Bill of Sale to transfer at no cost to SAN MANUEL, the ownership of the FACILITIES located on the REAL PROPERTY INTERESTS attached hereto and made part hereof in its AS-IS, WHERE-IS, and SUBJECT TO ALL FAULTS condition, without any representations or warranties of any kind whatsoever regarding the FACILITY or its suitability for flood

- control or any other purposes, in the form of a Bill of Sale attached hereto as Exhibit "B" and made a part hereof;
2. concurrent with its execution of this Agreement, execute a quitclaim deed, at no cost to SAN MANUEL, for the REAL PROPERTY INTERESTS described in Exhibit "A" attached hereto and made a part hereof in the form of a quitclaim deed attached hereto as Exhibit "C" and made a part hereof;
 3. forever maintain the connection of the FACILITIES to the channel that starts at the border of the San Manuel Reservation at Lynwood Drive (the "OFF-RESERVATION CHANNEL") in a reasonable condition to maintain the design capacity of such connection to allow the free flow of storm water from the FACILITIES to the OFF-RESERVATION CHANNEL, provided that such obligations shall be excused and there shall be no breach of this Agreement for the duration of force majeure events, which shall be deemed to include, without limitation, floods beyond the design capacity of the connection to the OFF-RESERVATION CHANNEL, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events or acts of God that directly cause the damages and are beyond the control of and not the fault of the DISTRICT and the reasonable time to repair damage to the connection to the OFF-RESERVATION CHANNEL caused by such force majeure events; and
 4. indemnify, defend (with counsel reasonably approved by SAN MANUEL) and hold harmless SAN MANUEL and its authorized officers, employees, agents, members and volunteers ("SAN MANUEL INDEMNITEES") from any and all claims, actions, losses, damages, and/or liability arising out of or related to the DISTRICT's breach of the terms of this AGREEMENT ("Claim"), including any costs or expenses incurred by SAN MANUEL and/or SAN MANUEL INDEMNITEES on account of any Claim except where such indemnification is prohibited by law. The obligations of this paragraph shall survive the termination of this Agreement.

SECTION II

SAN MANUEL shall:

1. concurrent with its execution of this Agreement, execute a Bill of Sale to accept the transfer of ownership of the FACILITIES, in the form of a Bill of Sale attached hereto as Exhibit "B.";
2. concurrent with its execution of this Agreement, execute an acceptance of the quitclaim deed with respect to the REAL PROPERTY INTERESTS in the form of an acceptance attached hereto as Exhibit "C".
3. forever retain, operate, and reasonably maintain the FACILITIES transferred pursuant to Section I of this AGREEMENT for flood control purposes;
4. accept all maintenance and operation obligations and liabilities associated with the FACILITIES transferred pursuant to Section I of this AGREEMENT; however, notwithstanding any terms in this AGREEMENT, DISTRICT and SAN MANUEL agree that SAN MANUEL does not accept and has no responsibility for any obligations or liabilities to third parties caused by DISTRICT's maintenance, use, ownership and operation of the FACILITIES and/or the REAL PROPERTY RIGHTS prior to the transfer of the FACILITIES to SAN MANUEL and the vacation of the REAL

PROPERTY RIGHTS by DISTRICT or for any obligations and liabilities related to the OFF-RESERVATION CHANNEL;

5. following transfer, forever maintain the FACILITIES in a reasonable condition to maintain the design capacity of the FACILITIES to allow the free flow of storm water from the FACILITIES, provided that such obligations shall be excused and there shall be no breach of this Agreement for the duration of any force majeure events, which shall be deemed to include, without limitation, floods beyond the design capacity of the FACILITIES, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events or acts of God that directly cause the damages and are beyond the control of and not the fault of SAN MANUEL and the reasonable time to repair damage to the FACILITIES caused by such force majeure events; and
6. indemnify, defend (with counsel reasonably approved by the other DISTRICT) and hold harmless the DISTRICT, San Bernardino County, and their authorized officers, employees, agents, members and volunteers ("DISTRICT INDEMNITEES") from any and all claims, actions, losses, damages, and/or liability arising out of or related to the FACILITIES following transfer and the REAL PROPERTY INTERESTS following quitclaim under this AGREEMENT, and SAN MANUEL'S breach of the terms of this AGREEMENT, including any costs or expenses incurred by DISTRICT or DISTRICT INDEMNITEES on account of any claim except where such indemnification is prohibited by law. The obligations of this paragraph shall survive the termination of this Agreement.

SECTION III

IT IS FURTHER UNDERSTOOD AND AGREED:

1. TERM. This AGREEMENT shall become effective on the later of the date it is approved and executed by the governing body of both SAN MANUEL and DISTRICT (the "EFFECTIVE DATE") and shall remain in effect from the EFFECTIVE DATE unless this AGREEMENT is terminated by mutual agreement of the PARTIES.
2. INCORPORATION OF RECITALS AND WHOLE AGREEMENT. The Recitals set forth at the beginning of this AGREEMENT are deemed incorporated herein, and the PARTIES hereto represent they are true, accurate and correct. This writing, with attachments, embodies the whole of the AGREEMENT of the PARTIES hereto. There are no oral contracts contained herein.
3. AMENDMENT. Amendment, addition or variation of the terms of this AGREEMENT shall not be valid unless made in the form of a written amendment to this AGREEMENT formally approved and executed by both PARTIES.
4. ATTORNEY'S FEES. With the exception of the indemnification obligations hereunder, in the event of any AGREEMENT dispute hereunder, each PARTY to this AGREEMENT shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
5. ASSIGNMENT. This AGREEMENT may not be assigned without the written consent of all PARTIES to this AGREEMENT. This AGREEMENT shall be binding upon the successors and assigns of both PARTIES.

6. CHOICE OF LAW AND VENUE; MUTUAL LIMITED WAIVER OF SOVEREIGN IMMUNITY. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of California. The PARTIES consent to the jurisdiction of the United States District Court for the Central District of California and any court having appellate jurisdiction thereover, consistent with the terms and conditions of this Section. None of the PARTIES shall object to the jurisdiction or venue of said federal court. In the event, the federal court does not have jurisdiction, the PARTIES will consent to the jurisdiction of any court of competent jurisdiction in the State of California, County of San Bernardino. DISTRICT agrees to expressly waive any right to assert governmental immunities against SAN MANUEL, and SAN MANUEL agrees to expressly waive any right to assert tribal sovereign immunity against DISTRICT, in connection with any action brought by DISTRICT pursuant to this Section 6 to enforce the provisions of this Agreement as set forth in a written resolution authorizing a limited waiver of its sovereign immunity from suit in the form attached as Exhibit "D".
7. SEVERABILITY. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this AGREEMENT shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this AGREEMENT shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
8. NEGATION OF PARTNERSHIP AND OF PUBLIC OR THIRD PARTY BENEFITS. None of the terms or provisions of this AGREEMENT shall be deemed to create a partnership between the PARTIES nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is made and entered into for the sole benefit and protection of the PARTIES hereto, and this AGREEMENT is not intended nor shall it be construed to create any third-party beneficiary rights for any person or entity that is not a PARTY to this AGREEMENT (including, without limitation, any rights to the general public). Each PARTY shall and at all times be and remain an independent contractor under this AGREEMENT, and each PARTY shall have no control over the employment, discharge, compensation of or services performed by the employees or agents of the other.
9. NO AUTHORITY OVER TRIBAL ACTIVITIES. Nothing in this AGREEMENT is intended to confer or expand the jurisdiction of any local, state or federal agency or other governmental body over Tribal activities, developments, or projects.
10. NON-WAIVER FOR DELAY OR FAILURE. No delay or failure by any PARTY to exercise any right under this AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
11. INTERPRETATION. This AGREEMENT constitutes the entire understanding and agreement of the PARTIES with respect to the subject matter thereof, and shall supersede and replace the prior understandings and agreements, whether verbal or in writing. The PARTIES confirm and acknowledge that there are no other promises, covenants, understandings, agreements, representations, or warranties

with respect to the subject matter of this AGREEMENT except as expressly set forth herein.

12. HEADINGS. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
13. FURTHER ACTS. Each PARTY agrees, at no cost to such PARTY, to perform any further acts and execute and deliver any documents requested by the other PARTY that may be reasonably necessary to carry out the provisions and intent of this AGREEMENT; provided, however, neither PARTY shall be obligated to provide any further act or document that would materially increase the liabilities or obligations of such PARTY hereunder or materially reduce the rights and benefits of such PARTY hereunder.
14. NOTICE. Unless specifically stated otherwise in this AGREEMENT, all notices and other communications with respect to this AGREEMENT shall be in writing and delivered by one the following methods (along with a courtesy copy by email, which shall not alter the effective delivery date): (a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier, or (c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service to the following:

SAN MANUEL

Yuhaviatam of San Manuel Nation

26569 Community Center Drive

Highland, California 92346

Attn: Legal Department

courtesy copy by email to: legal@sanmanuel-nsn.gov;

procurementservices@sanmanuel-nsn.gov.

DISTRICT

San Bernardino County Flood Control District

c/o Real Estate Services Department

385 N. Arrowhead Avenue, Third Floor

San Bernardino, CA 92415

Courtesy copy by email to: Brandon.Ocasio@res.sbcounty.gov

15. COUNTERPART SIGNATURES; ELECTRONIC SIGNATURES. The PARTIES agree that this AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this AGREEMENT is executed in counterparts, no signatory hereto shall be bound until both the PARTIES have fully executed a counterpart of this AGREEMENT. The PARTIES shall be entitled to sign and transmit an electronic signature of this AGREEMENT (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the PARTY whose name is

contained therein. Each PARTY providing an electronic signature agrees to promptly execute and deliver to the other PARTY an original signed AGREEMENT upon request.

[Signatures continued on next page]

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the SAN MANUEL by its duly authorized officers and the DISTRICT has caused the same to be duly executed in its name and in its behalf by its duly authorized representatives.

**YUHA AVIATAM OF SAN MANUEL NATION,
A FEDERALLY RECOGNIZED INDIAN TRIBE**

Signed by:
By: Dan D'Arrigo
Name: Dan D'Arrigo
Title: CFO

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

By: *Paul Cook*
~~Dawn Rowe~~ Col. Paul Cook (Ret.)
Vice Chair, Board of Supervisors
Date: OCT 22 2024

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

LYNNA MONELLO, Clerk of the Board of
Supervisors

By: *Lynna Monello*
Deputy
Date: OCT 23 2024



Approved as to Legal Form:

Tom Bunton, County Counsel
San Bernardino County, California

By: *Agnes Cheng*
Agnes Cheng, Deputy County Counsel
Date: 10/8/2024

EXHIBIT "A"

[Attached behind this cover page]

Exhibit "A" Legal Description

(page 1 of 2)

PARCEL A:

THAT PORTION LYING WITHIN THAT LAND DESCRIBED AS "SAVING AND EXCEPTING THEREFROM" IN THAT DOCUMENT VACATING A PORTION OF SAID EASEMENTS BY RESOLUTION 2015-38 ON FILE IN THE CLERK OF THE BOARD'S OFFICE OF SAN BERNARDINO COUNTY AND RECORDED APRIL 17, 2014 AS INSTRUMENT NUMBER 2014-0137026, OFFICIAL RECORDS OF SAID COUNTY SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF LYNWOOD DRIVE AND VICTORIA AVENUE AS SHOWN PER RECORD OF SURVEY MAP AS RECORDED IN RECORD OF SURVEY BOOK 76, PAGE 32, RECORDS OF SAID COUNTY;

THENCE SOUTH 89° 32'36" WEST ALONG THE CENTERLINE OF LYNWOOD DRIVE AS SHOWN PER SAID RECORD OF SURVEY MAP, A DISTANCE OF 333.78 FEET;

THENCE NORTH 00°27'24" WEST, A DISTANCE OF 41.25 FEET TO A POINT ON THE NORTH LINE OF LYNWOOD DRIVE AND THE SOUTH LINE OF SAID PARCEL 4 IN EASEMENT DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411, SAID POINT BEING **THE POINT OF BEGINNING**;

THENCE NORTH 35°21'07" WEST, A DISTANCE OF 29.39 FEET;

THENCE NORTH 04°44'49" EAST, A DISTANCE OF 33.42 FEET;

THENCE SOUTH 85°42'26" EAST, A DISTANCE OF 21.38 FEET;

THENCE NORTH 04°17'34" EAST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 85°42'26" WEST, A DISTANCE OF 21.94 FEET;

THENCE NORTH 04°17'43" EAST, A DISTANCE OF 120.28 FEET;

THENCE NORTH 04°17'43" EAST, A DISTANCE OF 285.24 FEET;

THENCE NORTH 04°07'16" EAST, A DISTANCE OF 199.35 FEET;

THENCE NORTH 07°43'30" WEST, A DISTANCE OF 20.45 FEET;

THENCE NORTH 12°52'22" EAST, A DISTANCE OF 24.81 FEET;

THENCE NORTH 02°21'37" WEST, A DISTANCE OF 6.09 FEET;

THENCE NORTH 09°46'47" EAST, A DISTANCE OF 18.16 FEET;

THENCE NORTH 06°07'19" EAST, A DISTANCE OF 92.93 FEET;

THENCE NORTH 30°04'07" EAST, A DISTANCE OF 6.40 FEET;

THENCE NORTH 02°29'22" WEST, A DISTANCE OF 40.26 FEET;

THENCE NORTH 04°24'51" EAST, A DISTANCE OF 20.23 FEET;

THENCE NORTH 07°33'26" EAST, A DISTANCE OF 72.41 FEET;

THENCE NORTH 01°27'44" WEST, A DISTANCE OF 29.98 FEET;

THENCE NORTH 07°04'50" EAST, A DISTANCE OF 65.53 FEET;

THENCE NORTH 08°43'11" EAST, A DISTANCE OF 30.19 FEET;

THENCE NORTH 11°43'32" EAST, A DISTANCE OF 132.46 FEET;

THENCE NORTH 13°12'47" EAST, A DISTANCE OF 48.11 FEET;

THENCE NORTH 14°40'10" EAST, A DISTANCE OF 19.63 FEET;

THENCE NORTH 16°40'49" EAST, A DISTANCE OF 137.67 FEET;

THENCE NORTH 18°07'34" EAST, A DISTANCE OF 36.59 FEET;

THENCE NORTH 21°16'01" EAST, A DISTANCE OF 14.29 FEET;

THENCE NORTH 73°02'41" WEST, A DISTANCE OF 8.01 FEET;

THENCE NORTH 11°34'28" EAST, A DISTANCE OF 69.46 FEET;

THENCE NORTH 08°00'07" EAST, A DISTANCE OF 66.02 FEET;

THENCE NORTH 04°53'06" EAST, A DISTANCE OF 35.99 FEET;

THENCE NORTH 01°00'44" WEST, A DISTANCE OF 21.83 FEET TO THE NORTH LINE OF SAID PARCEL 4 IN EASEMENT DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTH LINE SOUTH 89°24'57" WEST, A DISTANCE OF 58.50 FEET;

THENCE SOUTH 01°00'44" EAST, A DISTANCE OF 19.66 FEET;

THENCE SOUTH 04°03'46" WEST, A DISTANCE OF 69.33 FEET;

THENCE SOUTH 09°38'15" WEST, A DISTANCE OF 13.47 FEET;

THENCE SOUTH 13°28'24" WEST, A DISTANCE OF 43.01 FEET;

Exhibit "A" Legal Description

(page 2 of 2)

THENCE SOUTH 59°33'26" WEST, A DISTANCE OF 11.30 FEET;
 THENCE SOUTH 17°12'59" WEST, A DISTANCE OF 26.58 FEET;
 THENCE SOUTH 23°12'11" WEST, A DISTANCE OF 39.39 FEET;
 THENCE SOUTH 16°37'40" WEST, A DISTANCE OF 82.62 FEET;
 THENCE SOUTH 15°51'09" WEST, A DISTANCE OF 95.98 FEET;
 THENCE SOUTH 06°49'49" WEST, A DISTANCE OF 6.69 FEET;
 THENCE SOUTH 07°08'49" EAST, A DISTANCE OF 29.55 FEET;
 THENCE SOUTH 02°33'52" WEST, A DISTANCE OF 19.39 FEET;
 THENCE SOUTH 11°07'25" WEST, A DISTANCE OF 162.52 FEET;
 THENCE SOUTH 06°21'52" WEST, A DISTANCE OF 89.21 FEET;
 THENCE SOUTH 18°31'24" EAST, A DISTANCE OF 54.74 FEET;
 THENCE SOUTH 04°20'57" WEST, A DISTANCE OF 152.58 FEET;
 THENCE SOUTH 52°05'29" WEST, A DISTANCE OF 28.64 FEET;
 THENCE SOUTH 04°16'38" WEST, A DISTANCE OF 264.12 FEET;
 THENCE SOUTH 04°03'02" WEST, A DISTANCE OF 212.97 FEET;
 THENCE SOUTH 08°43'16" WEST, A DISTANCE OF 17.67 FEET;
 THENCE SOUTH 03°03'48" WEST, A DISTANCE OF 50.24 FEET;
 THENCE SOUTH 03°29'41" WEST, A DISTANCE OF 116.69 FEET;
 THENCE SOUTH 02°07'16" EAST, A DISTANCE OF 0.58 FEET;
 THENCE SOUTH 04°27'36" WEST, A DISTANCE OF 116.83 FEET TO A POINT ON THE NORTH LINE OF LYNWOOD DRIVE AND THE SOUTH LINE OF SAID PARCEL 4 IN EASEMENT DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411, OFFICIAL RECORDS OF SAID COUNTY;
 THENCE NORTH 89°32'36" EAST ALONG SAID NORTH LINE OF LYNWOOD DRIVE AND SOUTH LINE OF SAID DEED, A DISTANCE OF 81.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.30 ACRES, MORE OR LESS

PARCEL B:

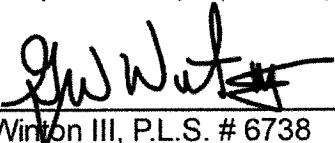
THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 1 NORTH RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION DESCRIBED AS PARCEL 5 IN THAT CERTAIN DOCUMENT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 5 RESTATED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 00°02' WEST, 2191.5 FEET; THENCE NORTH 89°58' WEST, 486 FEET; THENCE NORTH 00°02' EAST, 2191.5 FEET; THENCE SOUTH 89°58' EAST, 486 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.45 ACRES MORE OR LESS.


Job No.
F01234
Prepared by:
GWIII

This legal description was prepared by me or under my direction.

By: 
 Guy W. Winton III, P.L.S. # 6738
 Date: 12 / 14 / 2022

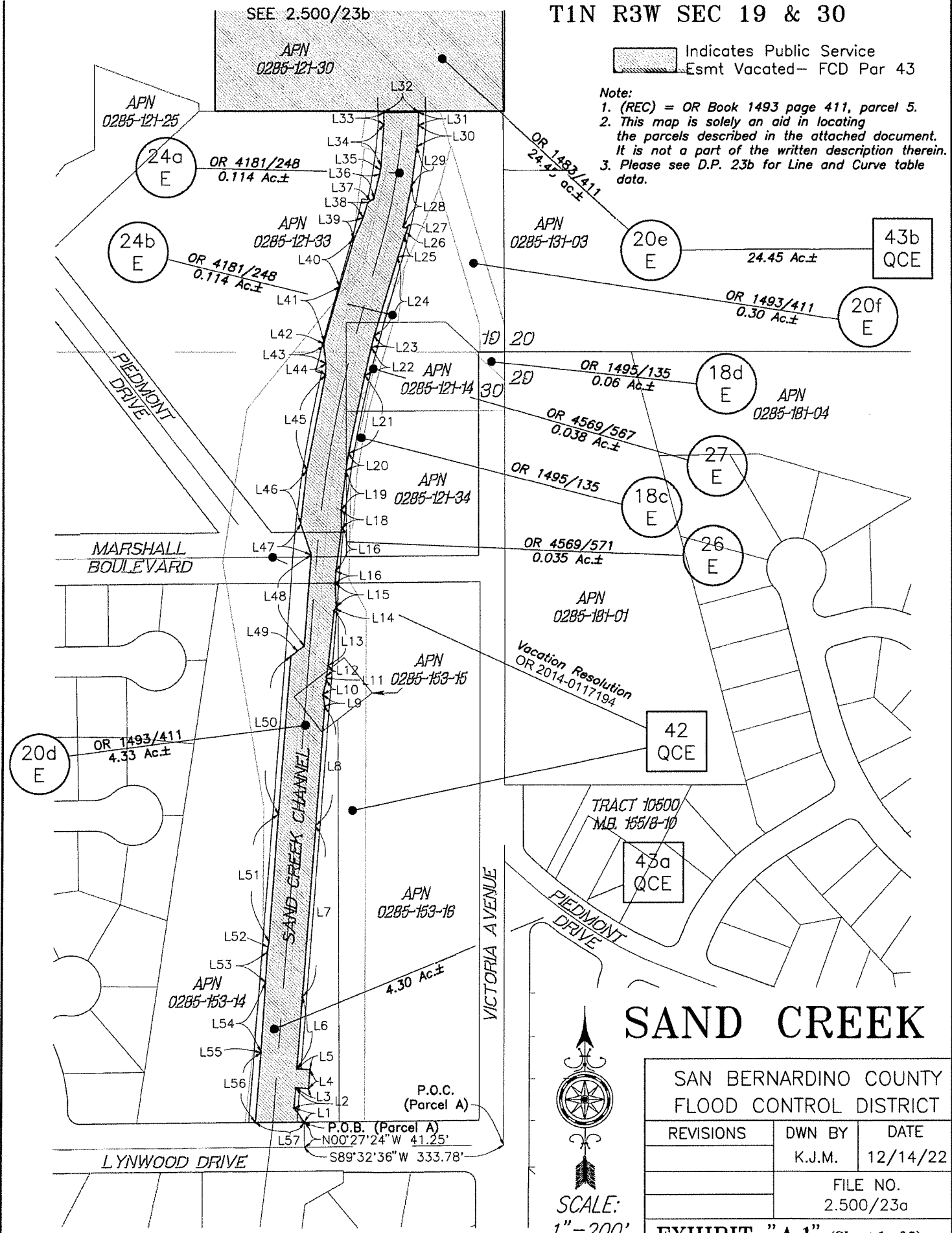


T1N R3W SEC 19 & 30

 Indicates Public Service Esmt Vacated- FCD Par 43

Note:

1. (REC) = OR Book 1493 page 411, parcel 5.
2. This map is solely an aid in locating the parcels described in the attached document. It is not a part of the written description therein.
3. Please see D.P. 23b for Line and Curve table data.



SCALE:
1"=200'

SAND CREEK

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DWN BY	DATE
	K.J.M.	12/14/22
FILE NO. 2.500/23a		
EXHIBIT "A-1" (Sheet 1 of 2)		

East 1/4 Corner
Sec. 19
T1N, R3W SBBM

Note:

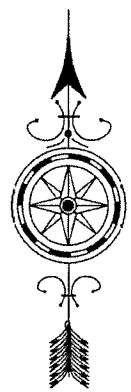
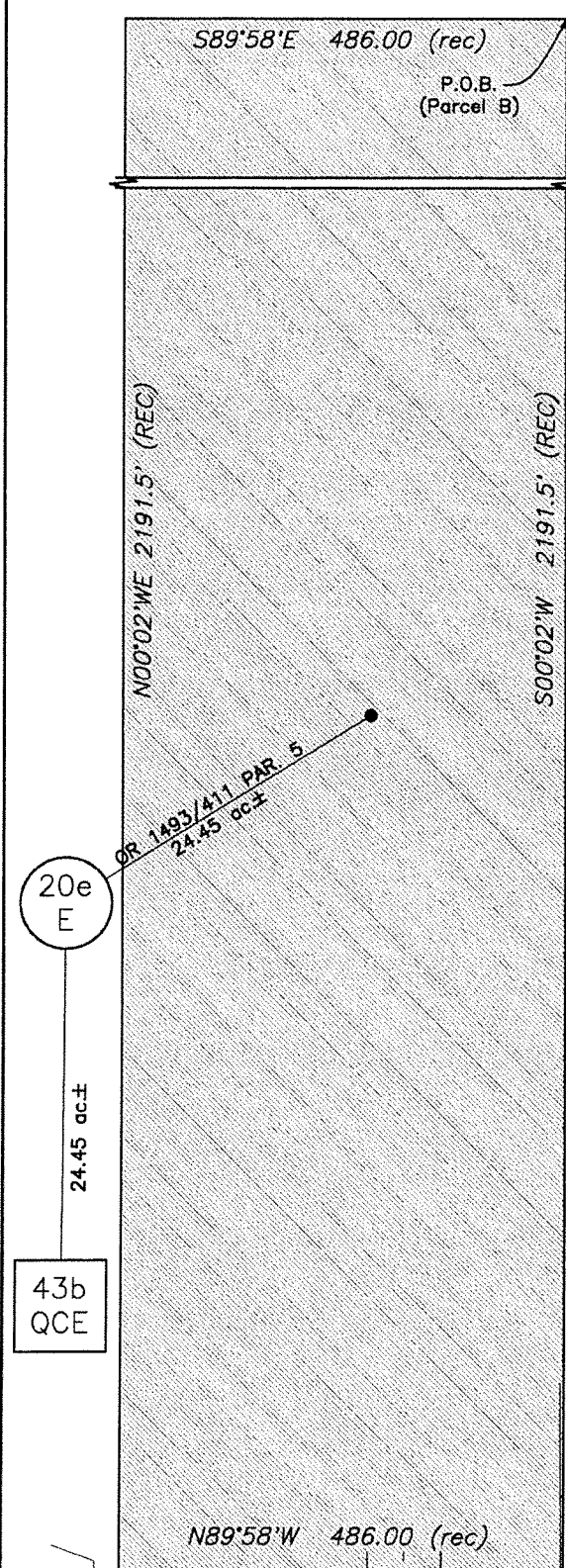
1. (REC) = OR Book 1493 page 411, parcel 5.
2. This map is solely an aid in locating the parcels described in the attached document. It is not a part of the written description therein.
3. Please see D.P. 23a for Line and Curve data.

LINE TABLE: D.P. 23a

LINE	BEARING	DISTANCE
L1	N35°21'07"W	29.39'
L2	N04°44'49"E	33.42'
L3	S85°42'26"E	21.38'
L4	N04°17'34"E	32.00'
L5	N85°42'26"W	21.94'
L6	N04°17'43"E	120.28'
L7	N04°17'43"E	285.24'
L8	N04°07'16"E	199.35'
L9	N07°43'30"W	20.45'
L10	N12°52'22"E	24.81'
L11	N02°21'37"W	6.09'
L12	N09°46'47"E	18.16'
L13	N06°07'19"E	92.93'
L14	N30°04'07"E	6.40'
L15	N02°29'22"W	40.26'
L16	N04°24'51"E	20.23'
L17	N07°33'26"E	72.41'
L18	N01°27'44"W	29.98'
L19	N07°04'50"E	65.53'
L20	N08°43'11"E	30.19'
L21	N11°43'32"E	132.46'
L22	N13°12'47"E	48.11'
L23	N14°40'10"E	19.63'
L24	N16°40'49"E	137.67'
L25	N18°07'34"E	36.59'
L26	N21°16'01"E	14.29'
L27	N73°02'41"W	8.01'
L28	N11°34'28"E	69.46'
L29	N08°00'07"E	66.02'
L30	N04°53'06"E	35.99'
L31	N01°00'44"W	21.83'
L32	S89°24'57"W	58.50'
L33	S01°00'44"E	19.66'
L34	S04°03'46"W	69.33'
L35	S09°38'15"W	13.47'
L36	S13°28'24"W	43.01'
L37	S59°33'26"W	11.30'
L38	S17°12'59"W	26.58'
L39	S23°12'11"W	39.39'
L40	S16°37'40"W	82.62'
L41	S15°51'09"W	95.98'
L42	S06°49'49"W	6.69'
L43	S07°08'49"E	29.55'
L44	S02°33'52"W	19.39'
L45	S11°07'25"W	162.52'
L46	S06°21'52"W	89.21'

LINE TABLE: D.P. 23a (cont'd)

LINE	BEARING	DISTANCE
L47	S18°31'24"E	54.74'
L48	S04°20'57"W	152.58'
L49	S52°05'29"W	28.64'
L50	S04°16'38"W	264.12'
L51	S04°03'02"W	212.97'
L52	S08°43'16"W	17.67'
L53	S03°03'48"W	50.24'
L54	S03°29'41"W	116.69'
L55	S02°07'16"E	0.58'
L56	S04°27'36"W	116.83'
L57	N89°32'36"E	81.27'



SCALE:
1"=200'

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

REVISIONS	DWN BY	DATE
	K.J.M.	12/14/22
		FILE NO.
		2.500/23b

EXHIBIT "A-1" (Sheet 2 of 2)

SAND CREEK
T1N R3W SEC 19 & 30

Indicates Public Service
Esmt Vacated-FCD Par 43

EXHIBIT "B"

[Attached behind this cover page]

Bill of Sale

This Bill of Sale is entered into by and between the San Bernardino County Flood Control District, hereinafter called the DISTRICT, and the Yuhaaviatam of San Manuel Nation, a federally recognized Indian tribe, also recognized as the San Manuel Band of Mission Indians, hereinafter called SAN MANUEL (collectively DISTRICT and SAN MANUEL shall be called PARTIES and individually PARTY) and shall be effective on the date the last of the PARTIES executes this Bill of Sale (“Effective Date”).

WHEREAS, the PARTIES have entered into a Facilities Transfer Agreement (“FACILITIES TRANSFER AGREEMENT”) whereby, subject to the terms of the Agreement, the DISTRICT agreed to quitclaim its easement and any other real property rights on the San Manuel Reservation in the area as shown on Exhibit A attached hereto and incorporated herein by reference (all such easement and any other real property rights are collectively referred to as “REAL PROPERTY INTERESTS”), and transfer its ownership interest to the existing drainage improvements thereon, including the basin, an improved channel, and all associated appurtenances (collectively, the “FACILITIES”) to SAN MANUEL; and

WHEREAS, this Bill of Sale shall convey the DISTRICT’s ownership interest of the FACILITIES to SAN MANUEL (with a separate quitclaim deed to be executed by the DISTRICT for the REAL PROPERTY INTERESTS);

NOW THEREFORE, with respect to the FACILITIES, the PARTIES hereby agree as follows:

1. Conveyance. For good and valuable consideration, the receipt and adequacy of which DISTRICT hereby acknowledges, upon mutual execution of this Bill of Sale, DISTRICT hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to SAN MANUEL, all of its right, title, and interest in the FACILITIES in its AS-IS, WHERE-IS, and SUBJECT TO ALL FAULTS condition, without any representations or warranties of any kind whatsoever regarding the FACILITIES or its suitability for flood control or any other purposes, to have and to hold unto SAN MANUEL to its use and benefit forever, from, and after the Effective Date in accordance with the FACILITIES TRANSFER AGREEMENT.


2. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, DISTRICT and SAN MANUEL have each duly executed and delivered this Bill of Sale as of/on the date written below.

San Bernardino County Flood Control District

Yuhaaviatam of San Manuel Nation

By 
Name: Dawn M. Rowe Col. Paul Cook (Ret.)
Title: Vice Chair, Board of Supervisors
Date: OCT 22 2024

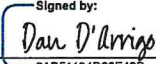
By 
Name: Dan D'Arrigo
Title: CFO
Date: 9/19/2024

EXHIBIT A

Exhibit "A" Legal Description

(page 1 of 2)

PARCEL A:

THAT PORTION LYING WITHIN THAT LAND DESCRIBED AS "SAVING AND EXCEPTING THEREFROM" IN THAT DOCUMENT VACATING A PORTION OF SAID EASEMENTS BY RESOLUTION 2015-38 ON FILE IN THE CLERK OF THE BOARD'S OFFICE OF SAN BERNARDINO COUNTY AND RECORDED APRIL 17, 2014 AS INSTRUMENT NUMBER 2014-0137026, OFFICIAL RECORDS OF SAID COUNTY SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF LYNWOOD DRIVE AND VICTORIA AVENUE AS SHOWN PER RECORD OF SURVEY MAP AS RECORDED IN RECORD OF SURVEY BOOK 76, PAGE 32, RECORDS OF SAID COUNTY;

THENCE SOUTH 89° 32'36" WEST ALONG THE CENTERLINE OF LYNWOOD DRIVE AS SHOWN PER SAID RECORD OF SURVEY MAP, A DISTANCE OF 333.78 FEET;

THENCE NORTH 00°27'24" WEST, A DISTANCE OF 41.25 FEET TO A POINT ON THE NORTH LINE OF LYNWOOD DRIVE AND THE SOUTH LINE OF SAID PARCEL 4 IN EASEMENT DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411, SAID POINT BEING **THE POINT OF BEGINNING**;

THENCE NORTH 35°21'07" WEST, A DISTANCE OF 29.39 FEET;

THENCE NORTH 04°44'49" EAST, A DISTANCE OF 33.42 FEET;

THENCE SOUTH 85°42'26" EAST, A DISTANCE OF 21.38 FEET;

THENCE NORTH 04°17'34" EAST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 85°42'26" WEST, A DISTANCE OF 21.94 FEET;

THENCE NORTH 04°17'43" EAST, A DISTANCE OF 120.28 FEET;

THENCE NORTH 04°17'43" EAST, A DISTANCE OF 285.24 FEET;

THENCE NORTH 04°07'16" EAST, A DISTANCE OF 199.35 FEET;

THENCE NORTH 07°43'30" WEST, A DISTANCE OF 20.45 FEET;

THENCE NORTH 12°52'22" EAST, A DISTANCE OF 24.81 FEET;

THENCE NORTH 02°21'37" WEST, A DISTANCE OF 6.09 FEET;

THENCE NORTH 09°46'47" EAST, A DISTANCE OF 18.16 FEET;

THENCE NORTH 06°07'19" EAST, A DISTANCE OF 92.93 FEET;

THENCE NORTH 30°04'07" EAST, A DISTANCE OF 6.40 FEET;

THENCE NORTH 02°29'22" WEST, A DISTANCE OF 40.26 FEET;

THENCE NORTH 04°24'51" EAST, A DISTANCE OF 20.23 FEET;

THENCE NORTH 07°33'26" EAST, A DISTANCE OF 72.41 FEET;

THENCE NORTH 01°27'44" WEST, A DISTANCE OF 29.98 FEET;

THENCE NORTH 07°04'50" EAST, A DISTANCE OF 65.53 FEET;

THENCE NORTH 08°43'11" EAST, A DISTANCE OF 30.19 FEET;

THENCE NORTH 11°43'32" EAST, A DISTANCE OF 132.46 FEET;

THENCE NORTH 13°12'47" EAST, A DISTANCE OF 48.11 FEET;

THENCE NORTH 14°40'10" EAST, A DISTANCE OF 19.63 FEET;

THENCE NORTH 16°40'49" EAST, A DISTANCE OF 137.67 FEET;

THENCE NORTH 18°07'34" EAST, A DISTANCE OF 36.59 FEET;

THENCE NORTH 21°16'01" EAST, A DISTANCE OF 14.29 FEET;

THENCE NORTH 73°02'41" WEST, A DISTANCE OF 8.01 FEET;

THENCE NORTH 11°34'28" EAST, A DISTANCE OF 69.46 FEET;

THENCE NORTH 08°00'07" EAST, A DISTANCE OF 66.02 FEET;

THENCE NORTH 04°53'06" EAST, A DISTANCE OF 35.99 FEET;

THENCE NORTH 01°00'44" WEST, A DISTANCE OF 21.83 FEET TO THE NORTH LINE OF SAID PARCEL 4 IN EASEMENT DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTH LINE SOUTH 89°24'57" WEST, A DISTANCE OF 58.50 FEET;

THENCE SOUTH 01°00'44" EAST, A DISTANCE OF 19.66 FEET;

THENCE SOUTH 04°03'46" WEST, A DISTANCE OF 69.33 FEET;

THENCE SOUTH 09°38'15" WEST, A DISTANCE OF 13.47 FEET;

THENCE SOUTH 13°28'24" WEST, A DISTANCE OF 43.01 FEET;

Exhibit "A" Legal Description

(page 2 of 2)

THENCE SOUTH 59°33'26" WEST, A DISTANCE OF 11.30 FEET;
 THENCE SOUTH 17°12'59" WEST, A DISTANCE OF 26.58 FEET;
 THENCE SOUTH 23°12'11" WEST, A DISTANCE OF 39.39 FEET;
 THENCE SOUTH 16°37'40" WEST, A DISTANCE OF 82.62 FEET;
 THENCE SOUTH 15°51'09" WEST, A DISTANCE OF 95.98 FEET;
 THENCE SOUTH 06°49'49" WEST, A DISTANCE OF 6.69 FEET;
 THENCE SOUTH 07°08'49" EAST, A DISTANCE OF 29.55 FEET;
 THENCE SOUTH 02°33'52" WEST, A DISTANCE OF 19.39 FEET;
 THENCE SOUTH 11°07'25" WEST, A DISTANCE OF 162.52 FEET;
 THENCE SOUTH 06°21'52" WEST, A DISTANCE OF 89.21 FEET;
 THENCE SOUTH 18°31'24" EAST, A DISTANCE OF 54.74 FEET;
 THENCE SOUTH 04°20'57" WEST, A DISTANCE OF 152.58 FEET;
 THENCE SOUTH 52°05'29" WEST, A DISTANCE OF 28.64 FEET;
 THENCE SOUTH 04°16'38" WEST, A DISTANCE OF 264.12 FEET;
 THENCE SOUTH 04°03'02" WEST, A DISTANCE OF 212.97 FEET;
 THENCE SOUTH 08°43'16" WEST, A DISTANCE OF 17.67 FEET;
 THENCE SOUTH 03°03'48" WEST, A DISTANCE OF 50.24 FEET;
 THENCE SOUTH 03°29'41" WEST, A DISTANCE OF 116.69 FEET;
 THENCE SOUTH 02°07'16" EAST, A DISTANCE OF 0.58 FEET;
 THENCE SOUTH 04°27'36" WEST, A DISTANCE OF 116.83 FEET TO A POINT ON THE NORTH LINE OF LYNWOOD DRIVE AND THE SOUTH LINE OF SAID PARCEL 4 IN EASEMENT DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411, OFFICIAL RECORDS OF SAID COUNTY;
 THENCE NORTH 89°32'36" EAST ALONG SAID NORTH LINE OF LYNWOOD DRIVE AND SOUTH LINE OF SAID DEED, A DISTANCE OF 81.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.30 ACRES, MORE OR LESS

PARCEL B:

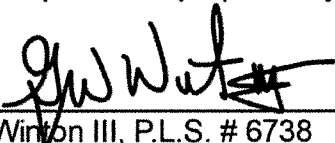
THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 1 NORTH RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION DESCRIBED AS PARCEL 5 IN THAT CERTAIN DOCUMENT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 5 RESTATED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 00°02' WEST, 2191.5 FEET; THENCE NORTH 89°58' WEST, 486 FEET; THENCE NORTH 00°02' EAST, 2191.5 FEET; THENCE SOUTH 89°58' EAST, 486 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.45 ACRES MORE OR LESS.

Job No.
F01234
Prepared by:
GWIII

This legal description was prepared by me or under my direction.

By: 
 Guy W. Winton III, P.L.S. # 6738
 Date: 12 / 14 / 2022



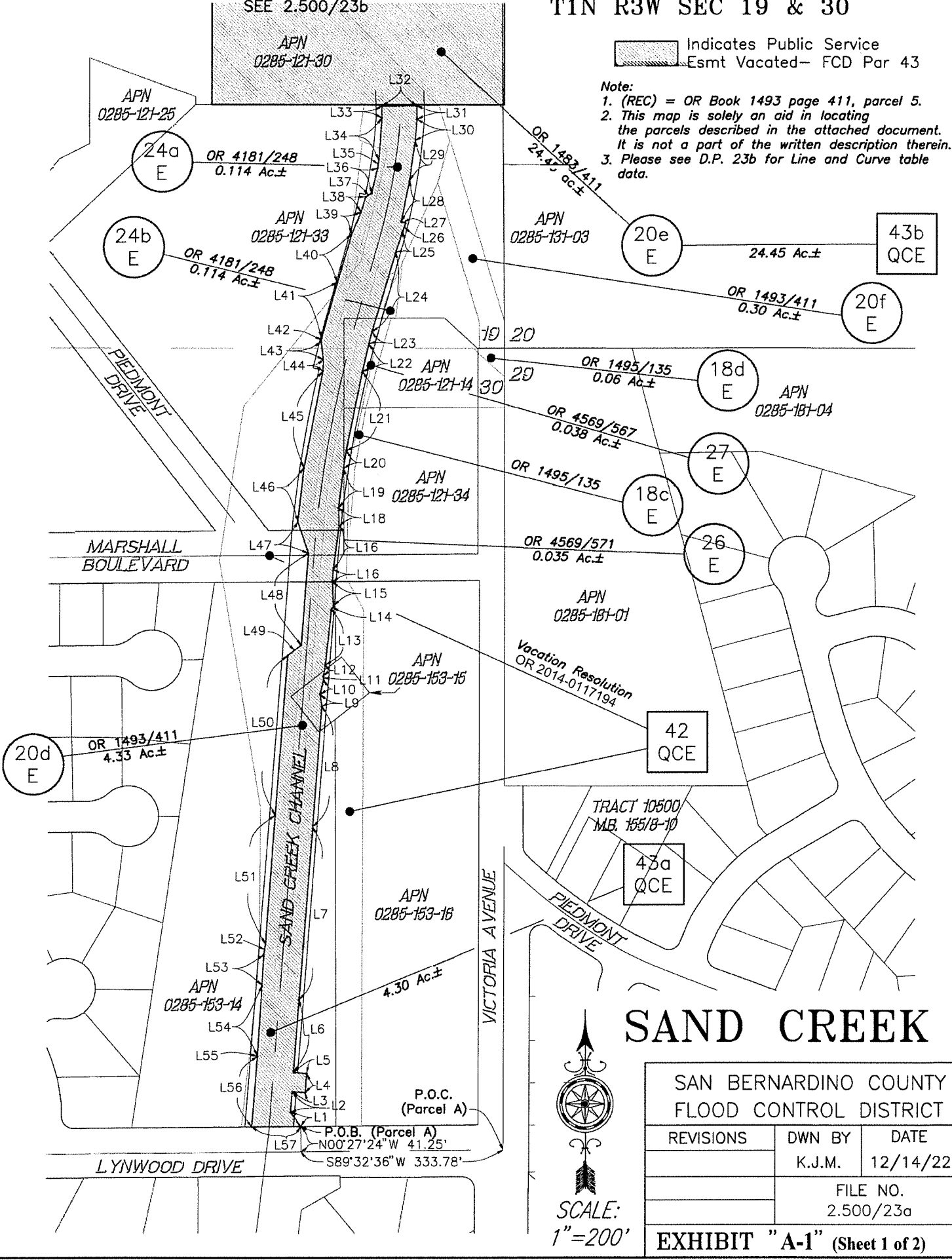
T1N R3W SEC 19 & 30

SEE 2.500/23b

Indicates Public Service
Esmt Vacated- FCD Par 43

Note:

1. (REC) = OR Book 1493 page 411, parcel 5.
2. This map is solely an aid in locating the parcels described in the attached document. It is not a part of the written description therein.
3. Please see D.P. 23b for Line and Curve table data.



SAND CREEK

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DWN BY	DATE
	K.J.M.	12/14/22
		FILE NO. 2.500/23a
EXHIBIT "A-1" (Sheet 1 of 2)		



SCALE:
1"=200'

P.O.C. (Parcel A)
P.O.B. (Parcel A)
N00°27'24"W 41.25'
S89°32'36"W 333.78'

East 1/4 Corner
Sec. 19
T1N, R3W SBBM

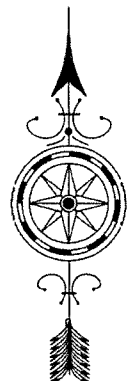
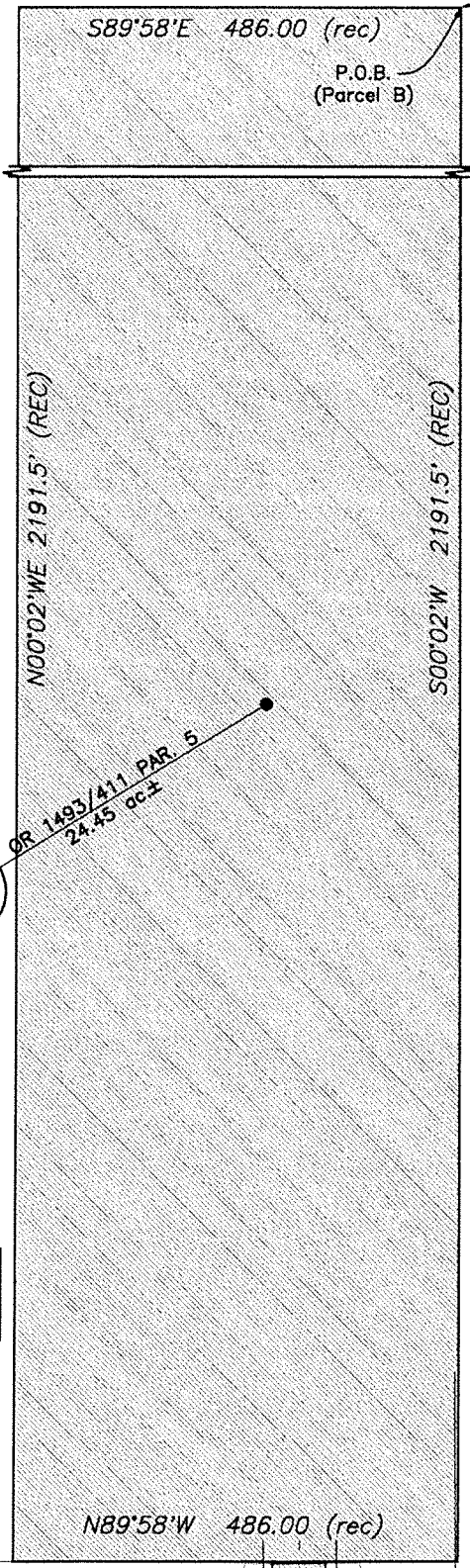
Note:
1. (REC) = OR Book1493 page 411, parcel 5.
2. This map is solely an aid in locating the parcels described in the attached document. It is not a part of the written description therein.
3. Please see D.P. 23a for Line and Curve data.

LINE TABLE: D.P. 23a

LINE	BEARING	DISTANCE
L1	N35°21'07"W	29.39'
L2	N04°44'49"E	33.42'
L3	S85°42'26"E	21.38'
L4	N04°17'34"E	32.00'
L5	N85°42'26"W	21.94'
L6	N04°17'43"E	120.28'
L7	N04°17'43"E	285.24'
L8	N04°07'16"E	199.35'
L9	N07°43'30"W	20.45'
L10	N12°52'22"E	24.81'
L11	N02°21'37"W	6.09'
L12	N09°46'47"E	18.16'
L13	N06°07'19"E	92.93'
L14	N30°04'07"E	6.40'
L15	N02°29'22"W	40.26'
L16	N04°24'51"E	20.23'
L17	N07°33'26"E	72.41'
L18	N01°27'44"W	29.98'
L19	N07°04'50"E	65.53'
L20	N08°43'11"E	30.19'
L21	N11°43'32"E	132.46'
L22	N13°12'47"E	48.11'
L23	N14°40'10"E	19.63'
L24	N16°40'49"E	137.67'
L25	N18°07'34"E	36.59'
L26	N21°16'01"E	14.29'
L27	N73°02'41"W	8.01'
L28	N11°34'28"E	69.46'
L29	N08°00'07"E	66.02'
L30	N04°53'06"E	35.99'
L31	N01°00'44"W	21.83'
L32	S89°24'57"W	58.50'
L33	S01°00'44"E	19.66'
L34	S04°03'46"W	69.33'
L35	S09°38'15"W	13.47'
L36	S13°28'24"W	43.01'
L37	S59°33'26"W	11.30'
L38	S17°12'59"W	26.58'
L39	S23°12'11"W	39.39'
L40	S16°37'40"W	82.62'
L41	S15°51'09"W	95.98'
L42	S06°49'49"W	6.69'
L43	S07°08'49"E	29.55'
L44	S02°33'52"W	19.39'
L45	S11°07'25"W	162.52'
L46	S06°21'52"W	89.21'

LINE TABLE: D.P. 23a (cont'd)

LINE	BEARING	DISTANCE
L47	S18°31'24"E	54.74'
L48	S04°20'57"W	152.58'
L49	S52°05'29"W	28.64'
L50	S04°16'38"W	264.12'
L51	S04°03'02"W	212.97'
L52	S08°43'16"W	17.67'
L53	S03°03'48"W	50.24'
L54	S03°29'4"W	116.69'
L55	S02°07'16"E	0.58'
L56	S04°27'36"W	116.83'
L57	N89°32'36"E	81.27'



SCALE:
1"=200'

SEE 2.500/23a

SAND CREEK
T1N R3W SEC 19 & 30

Indicates Public Service
Esmt Vacated-FCD Par 43

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DWN BY	DATE
	K.J.M.	12/14/22
		FILE NO. 2.500/23b
EXHIBIT "A-1" (Sheet 2 of 2)		

EXHIBIT "C"

[Attached behind this cover page]

Recording Requested By:
Yuhaaviatam of San Manuel Nation

**When Recorded Mail Document and
Tax Statement To:**
Yuhaaviatam of San Manuel Nation
26869 Community Center Drive
Highland, CA 92346

Project: Sand Creek
System No.: 2-502
Parcel No.: 43a & b
Dept. Code: 11600

**QUITCLAIM
EASEMENT**

D.P. No.: 2-500/23a-f
APN: 0285-121-04,14,30,33, 0285-
153-14, 15 portions
Date: March 20, 2023

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale
 Unincorporated Area City of San Bernardino

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California, **Grantor**, for valuable consideration the receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to **THE YUHAAVIATAM OF SAN MANUEL NATION**, a federally recognized Indian tribe (formerly known as the San Manuel Band of Mission Indians), **Grantee**, portions of those easement rights described in those documents recorded August 18, 1941 in Book 1495, page 135, and recorded August 18, 1941 in Book 1493 page 411 and recorded March 15, 1957 in Book 4181, page 248, and recorded August 4, 1958 in Book 4569, page 567 and in Book 4569, page 571 all of Official Records of San Bernardino County, in and to the real property in San Bernardino County, State of California, said portions lying within the following described land:

**See Exhibit "A", Legal Description, and Exhibit "B" Plats
attached hereto and made a part hereof**

IN WITNESS WHEREOF, said body corporate and politic, has caused its name to be affixed hereto and this instrument to be executed by its Chairman thereunto duly authorized.

Date: OCT 22 2024

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

By: 
Col. Paul Cook (Ret.)

Vice-Chairman of the Board of Supervisors

Legal Description

PARCEL A:

THAT PORTION LYING WITHIN THAT LAND DESCRIBED AS "SAVING AND EXCEPTING THEREFROM" IN THAT DOCUMENT VACATING A PORTION OF SAID EASEMENTS BY RESOLUTION 2015-38 ON FILE IN THE CLERK OF THE BOARD'S OFFICE OF SAN BERNARDINO COUNTY AND RECORDED APRIL 17, 2014 AS INSTRUMENT NUMBER 2014-0137026, OFFICIAL RECORDS OF SAID COUNTY SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF LYNWOOD DRIVE AND VICTORIA AVENUE AS SHOWN PER RECORD OF SURVEY MAP AS RECORDED IN RECORD OF SURVEY BOOK 76, PAGE 32, RECORDS OF SAID COUNTY;

THENCE SOUTH 89° 32'36" WEST ALONG THE CENTERLINE OF LYNWOOD DRIVE AS SHOWN PER SAID RECORD OF SURVEY MAP, A DISTANCE OF 333.78 FEET;

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THENCE NORTH 07°04'50" EAST, A DISTANCE OF 65.53 FEET;

THENCE NORTH 08°43'11" EAST, A DISTANCE OF 30.19 FEET;

THENCE NORTH 11°43'32" EAST, A DISTANCE OF 132.46 FEET;

THENCE NORTH 13°12'47" EAST, A DISTANCE OF 48.11 FEET;

THENCE NORTH 14°40'10" EAST, A DISTANCE OF 19.63 FEET;

THENCE NORTH 16°40'49" EAST, A DISTANCE OF 137.67 FEET;

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Legal Description

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THENCE NORTH 89°32'36" EAST ALONG SAID NORTH LINE OF LYNWOOD DRIVE AND SOUTH LINE OF SAID DEED, A DISTANCE OF 81.27 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.30 ACRES, MORE OR LESS

PARCEL B:

THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 1 NORTH RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION DESCRIBED AS PARCEL 5 IN THAT CERTAIN DOCUMENT RECORDED AUGUST 18, 1941 IN BOOK 1493, PAGE 411 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 5 RESTATED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 00°02' WEST, 2191.5 FEET; THENCE NORTH 89°58' WEST, 486 FEET; THENCE NORTH 00°02' EAST, 2191.5 FEET; THENCE SOUTH 89°58' EAST, 486 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.45 ACRES MORE OR LESS.

Job No.
F01234
Prepared by:
GWIII

This legal description was prepared by me or under my direction.

By: _____

Guy W. Winton III, P.L.S. # 6738

Date: 12 / 14 / 2022



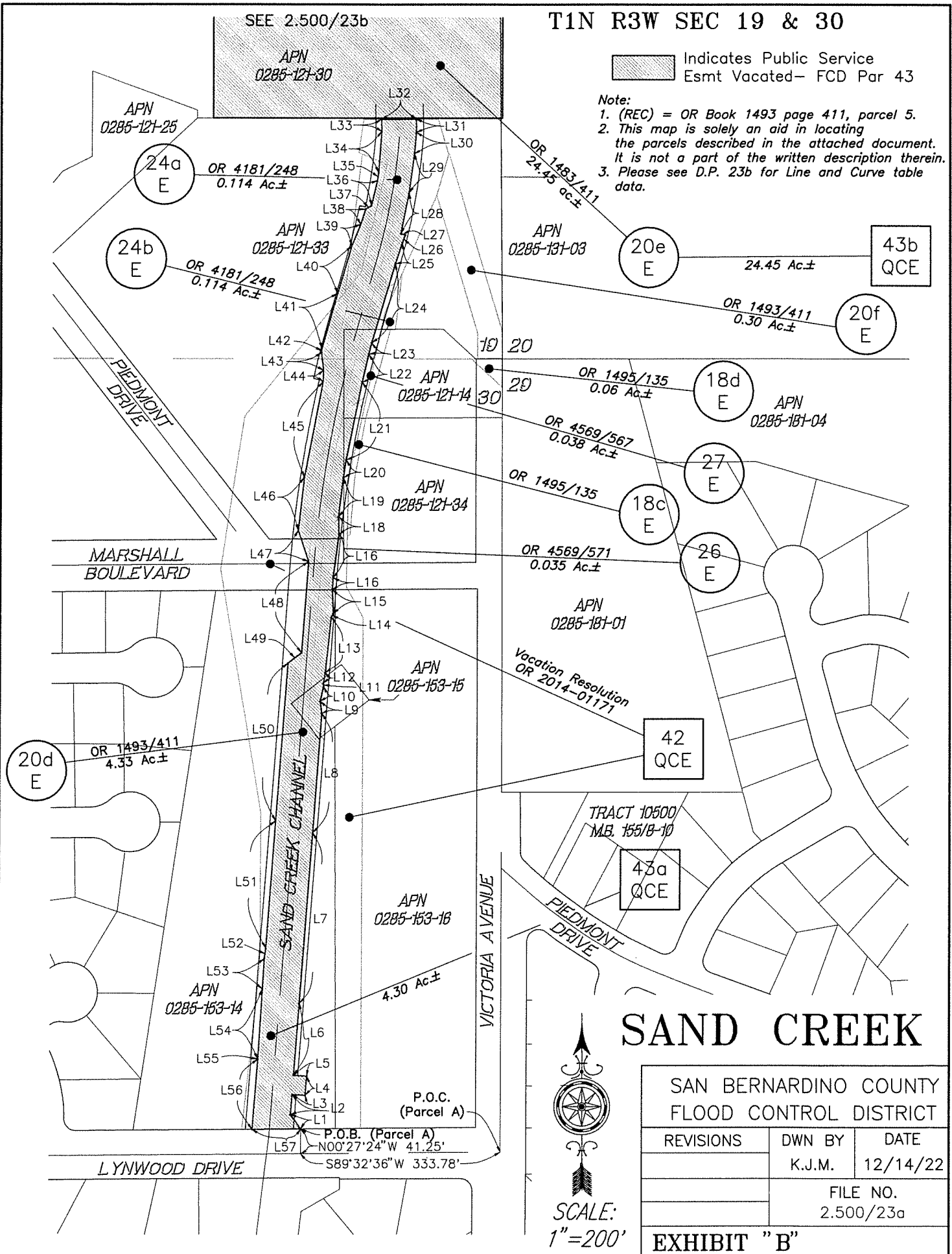
T1N R3W SEC 19 & 30

SEE 2.500/23b

Indicates Public Service
Esmt Vacated- FCD Par 43

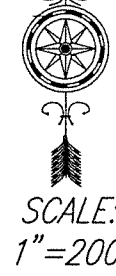
Note:

1. (REC) = OR Book 1493 page 411, parcel 5.
2. This map is solely an aid in locating the parcels described in the attached document. It is not a part of the written description therein.
3. Please see D.P. 23b for Line and Curve table data.



SAND CREEK

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DWN BY	DATE
	K.J.M.	12/14/22
		FILE NO.
		2.500/23a
EXHIBIT "B"		



P.O.C. (Parcel A)
P.O.B. (Parcel A)
N00°27'24"W 41.25'
S89°32'36"W 333.78'

East 1/4 Corner
Sec. 19
T1N, R3W SBBM

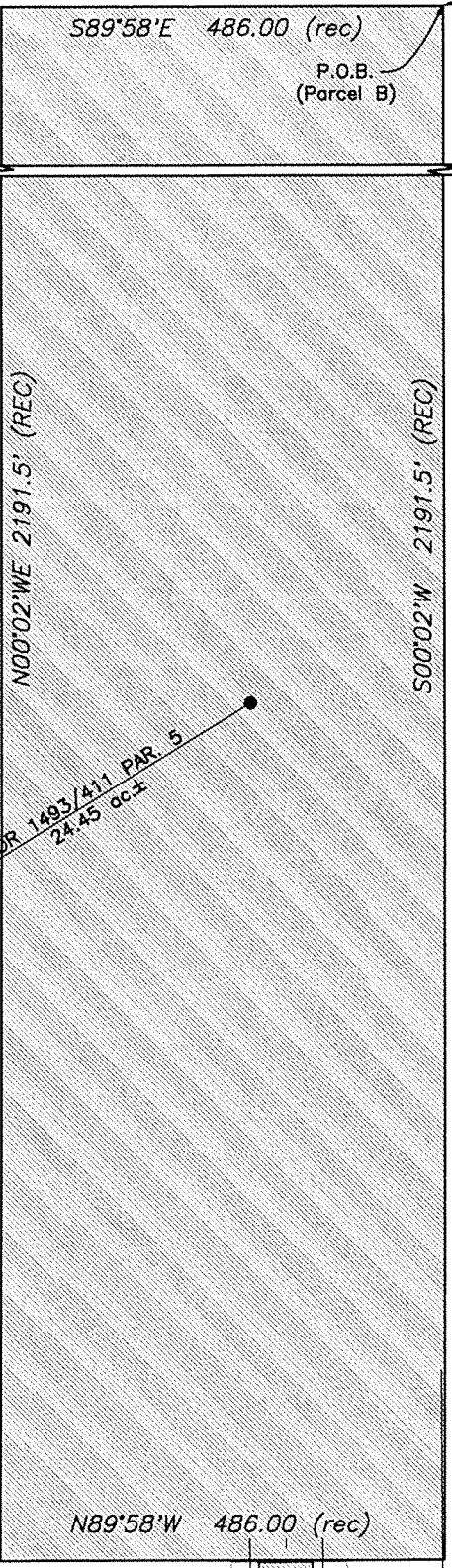
Note:
1. (REC) = OR Book1493 page 411, parcel 5.
2. This map is solely an aid in locating the parcels described in the attached document. It is not a part of the written description therein.
3. Please see D.P. 23a for Line and Curve data.

LINE TABLE: D.P. 23a

LINE	BEARING	DISTANCE
L1	N35°21'07"W	29.39'
L2	N04°44'49"E	33.42'
L3	S85°42'26"E	21.38'
L4	N04°17'34"E	32.00'
L5	N85°42'26"W	21.94'
L6	N04°17'43"E	120.28'
L7	N04°17'43"E	285.24'
L8	N04°07'16"E	199.35'
L9	N07°43'30"W	20.45'
L10	N12°52'22"E	24.81'
L11	N02°21'37"W	6.09'
L12	N09°46'47"E	18.16'
L13	N06°07'19"E	92.93'
L14	N30°04'07"E	6.40'
L15	N02°29'22"W	40.26'
L16	N04°24'51"E	20.23'
L17	N07°33'26"E	72.41'
L18	N01°27'44"W	29.98'
L19	N07°04'50"E	65.53'
L20	N08°43'11"E	30.19'
L21	N11°43'32"E	132.46'
L22	N13°12'47"E	48.11'
L23	N14°40'10"E	19.63'
L24	N16°40'49"E	137.67'
L25	N18°07'34"E	36.59'
L26	N21°16'01"E	14.29'
L27	N73°02'41"W	8.01'
L28	N11°34'28"E	69.46'
L29	N08°00'07"E	66.02'
L30	N04°53'06"E	35.99'
L31	N01°00'44"W	21.83'
L32	S89°24'57"W	58.50'
L33	S01°00'44"E	19.66'
L34	S04°03'46"W	69.33'
L35	S09°38'15"W	13.47'
L36	S13°28'24"W	43.01'
L37	S59°33'26"W	11.30'
L38	S17°12'59"W	26.58'
L39	S23°12'11"W	39.39'
L40	S16°37'40"W	82.62'
L41	S15°51'09"W	95.98'
L42	S06°49'49"W	6.69'
L43	S07°08'49"E	29.55'
L44	S02°33'52"W	19.39'
L45	S11°07'25"W	162.52'
L46	S06°21'52"W	89.21'

LINE TABLE: D.P. 23a (cont'd)

LINE	BEARING	DISTANCE
L47	S18°31'24"E	54.74'
L48	S04°20'57"W	152.58'
L49	S52°05'29"W	28.64'
L50	S04°16'38"W	264.12'
L51	S04°03'02"W	212.97'
L52	S08°43'16"W	17.67'
L53	S03°03'48"W	50.24'
L54	S03°29'41"W	116.69'
L55	S02°07'16"E	0.58'
L56	S04°27'36"W	116.83'
L57	N89°32'36"E	81.27'



20e
E

24.45 ac±

43b
QCE

N00°02'WE 2191.5' (REC)

S00°02'W 2191.5' (REC)

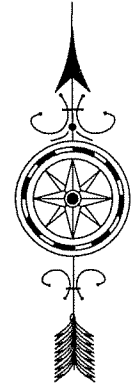
OR 1493/411 PAR. 5
24.45 ac±

N89°58'W 486.00 (rec)

SEE 2.500/23a

SAND CREEK
T1N R3W SEC 19 & 30

Indicates Public Service
Esmt Vacated-FCD Par 43



SCALE:
1"=200'

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DWN BY K.J.M.	DATE 12/14/22
	FILE NO. 2.500/23b	
EXHIBIT "B"		

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

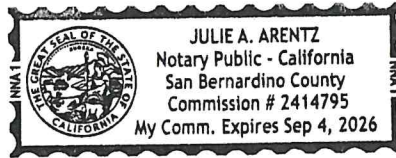
COUNTY OF San Bernardino)

On October 22, 2024 before me, Julie A. Arentz, Notary Public, personally appeared Col. Paul Cook (Ret), who 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.

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

WITNESS my hand and official seal.

Signature Julie A. Arentz



(Seal)

EXHIBIT "D"

[Attached behind this cover page]

CERTIFICATE OF RESOLUTION

RESOLUTION NO. 2024-_____

YUHAAVIATAM TRIBAL COUNCIL OF SAN MANUEL

LIMITED WAIVER OF SOVEREIGN IMMUNITY

**FACILITIES TRANSFER AGREEMENT
WITH THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

WHEREAS, the Yuhaaviatam of San Manuel Nation (also recognized as San Manuel Band of Mission Indians) (the “Tribe”), is a sovereign federally-recognized Indian tribe which occupies and exercises governmental jurisdiction over Tribal Lands, including the San Manuel Reservation (the “Reservation”) and over such other property, persons, and other matters pursuant to Article I of the Yuhaaviatam of San Manuel Nation Constitution (the “Constitution”);

WHEREAS, pursuant to Article II of the Constitution, the Governing Council is the duly authorized governing body of the Tribe, and pursuant to Article III of the Constitution, the elected representative body from the Governing Council is the Yuhaaviatam Tribal Council of San Manuel (“Tribal Council”);

WHEREAS, pursuant to federal and Tribal law, the Tribe possesses inherent sovereign immunity from suit that may be abrogated only by a clear and unequivocal express waiver of immunity, either by an act of the United States Congress, or by the express, written consent of the Tribe; and

WHEREAS, the Tribal Council has determined that it is in the best interest of the Tribe to enter into that certain Facilities Transfer Agreement with the San Bernardino County Flood Control District (“SBCFCD”), dated [_____] [], 2024 (“Agreement”), which includes a limited waiver of the Tribe’s sovereign immunity with respect to SBCFCD’s enforcement of the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Tribal Council hereby expressly and unequivocally grants the following limited waiver of sovereign immunity from suit:

1. This waiver is granted exclusively to SBCFCD under the Agreement, and the Tribe’s immunity from suit is not waived to the benefit of any other third party and does not confer any benefits or rights on any other third party or person.
2. This waiver is limited in scope to the express contractual matters arising under the Agreement, as to the remedies and other conditions set forth therein, and as to the final resolution of any dispute through

the United States Courts, or the California Courts.

3. This waiver is limited in time to commencement of an action against the Tribe within the earlier to occur of: (i) two-years after the claim accrues; (ii) one-year of the claim being discovered; or (iii) one-year after the date of any earlier termination of the Agreement;
4. This waiver is limited to an action filed by SBCFCD against the Tribe, and does not extend to any action or claim filed against Tribal officials, members, employees, or agents acting on the Tribe's behalf;
5. This waiver is limited to money damages authorized under the Agreement, and SBCFCD under the Agreement may only seek satisfaction of any judgment award from the undistributed net gaming revenues received by the Tribe, subject to applicable law;
6. In no event does this waiver authorize recovery of any special, punitive, exemplary, and/or consequential damages;
7. This waiver of sovereign immunity shall be strictly construed in favor of sovereignty, with a view toward protecting Tribal assets, in particular Tribal lands, from the reach of creditors and others, other than the assets specifically identified; and
8. To the extent there is a conflict between the terms of the Agreement and this limited waiver of sovereign immunity, the terms of this limited waiver shall control.

CERTIFICATION

By a majority vote at a duly noticed meeting at which a quorum was present, held at approximately _____ p.m. on _____, 2024, at the San Manuel Community Center on the San Manuel Indian Reservation, the above-recited Resolution was passed by the Yuhaaviatam Tribal Council of San Manuel.

Dated: _____, 2024

Lynn R. Valbuena
Chairwoman