

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made this 14~~th~~ day of October, 2003, by and between the City of Rohnert Park, California (the "City"), and the Federated Indians of the Graton Rancheria, a federally recognized Indian tribe listed in the Federal Register as Graton Rancheria, California (the "Tribe" and, together with the City, individually a "Party" and collectively the "Parties"). The capitalized terms not otherwise defined herein have the meaning set forth below.

RECITALS

WHEREAS, the Tribe is comprised of Coast Miwok and Southern Pomo Indians whose aboriginal territory includes Marin and Sonoma Counties, California; and

WHEREAS, in 1920, the United States acquired a parcel of land in Sonoma County in trust for the benefit of the Tribe which became known as the Graton Rancheria; and

WHEREAS, in 1966, the United States terminated its government-to-government relationship with the Tribe pursuant to the California Rancheria Act of 1958 (Pub. L. 88-453) and distributed to private individuals the tribal reservation lands which it had held in trust for the benefit of the Tribe; and

WHEREAS, thereafter, the federal government's policy of terminating California Indian tribes and selling land held in trust for such tribes has been expressly repudiated by both Congress and the Executive Branch; and

WHEREAS, in 1997, the Advisory Council on California Indian Policy, which was established pursuant to federal statute (Pub. L. 102-416), issued a Final Report to Congress which concluded that the Tribe met the criteria for restoration and recommended that Congress immediately restore the Tribe; and

WHEREAS, in 2000, Congress restored the federal government's government-to-government relationship with the Tribe pursuant to the Restoration Act (as defined below); and

WHEREAS, since the disestablishment of the Graton Rancheria reservation and the dispersal of the lands located therein in the 1960s, the Tribe has been landless and in need of a reservation to conduct Tribal and economic development activities for the benefit of the Tribe and its members; and

WHEREAS, the legislative history of the Restoration Act confirms that the Tribe has historical and cultural ties to lands now encompassed within Marin and Sonoma Counties, and

WHEREAS, the Restoration Act provides that the Secretary of the Interior, on behalf of the Tribe, shall accept trust title to land in Marin County or Sonoma County, that such land shall be the Tribe's reservation, and that Marin and Sonoma Counties shall be the Tribe's designated "service area"; and

WHEREAS, after substantial consultation with the County of Sonoma, California, the Tribe has identified the Property as a site which would be suitable for the Tribe's replacement reservation, which Property is located adjacent to the boundaries of the City and within the unincorporated area of the County; and

WHEREAS, the Tribe intends to submit an application to the Secretary of the Interior requesting that the United States take title to the Property so that it will be held in trust for the benefit of the Tribe as part of the Tribe's Reservation, and further requesting that the Secretary of the Interior make the determination that, once held in trust, the Reservation shall be eligible for gaming as restored lands under Section 20(b)(1)(B)(iii) of the IGRA (as defined below); and

WHEREAS, the Tribe intends to use its Reservation for, among other things, operation of a gaming enterprise pursuant to the terms of IGRA; and

WHEREAS, the Tribe further intends to establish a cooperative and mutually respectful government-to-government relationship with the City with respect to impacts that may be associated with the Project and other governmental issues of mutual interest to the Parties; and

WHEREAS, the Tribe is committed to entering into a voluntary contractual arrangement with the City pursuant to which the Tribe agrees to make certain contributions and community investments to mitigate various impacts that may arise in connection with the Project; and

WHEREAS, the City recognizes and acknowledges that the Property is located outside the boundaries of the City and therefore the City has no authority to exercise jurisdiction over the Property, the Reservation or the Project; and

WHEREAS, the City recognizes that through the Restoration Act Congress has required the Secretary of the Interior to accept trust title to any land acquired by the Tribe in Marin or Sonoma Counties, and the City further recognizes that the Secretary's mandatory duty to acquire such trust title effectively eliminates the ability of the City to have an impact on the question of where the Tribe's Reservation or gaming facility will be located; and

WHEREAS, the City acknowledges that the Project does not require the issuance of any permit, license, certificate or other entitlement for use; and

WHEREAS, the City does not have legal authority to deliberate on, approve, disapprove, or otherwise exercise judgment regarding the Project; and

WHEREAS, the City is therefore not deliberating on, approving, disapproving or otherwise exercising judgment regarding the Project by entering into this MOU; and

WHEREAS, but for this MOU, the City would not otherwise receive contributions for potential impacts of the Project; and

WHEREAS, the City acknowledges that the contributions and investments to be made by the Tribe and the other covenants made by the Tribe as set forth in this MOU are intended to be sufficient to mitigate the impacts of the Project on the City and surrounding community; and

WHEREAS, the purpose of this MOU is to set forth the understandings of the Tribe and the City on the topics expressly set forth in this MOU.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

The terms not defined elsewhere in this MOU shall have the following meanings:

"Construction Date" means the later of the date the Tribe closes a loan to obtain funds from a financial institution (other than Developer) to finance construction of the Project or commences vertical construction of the Project.

"County" means the County of Sonoma, California.

"CPI Adjustment" shall mean an annual increase from the dollar amount applicable to the previous year which is equal to the annual increase in the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area.

"Developer" shall mean each or any of SC Sonoma Development, LLC, and SC Sonoma Management, LLC (which are both independent contractors of the Tribe) and their respective affiliates, successors and assigns (and use of the term "Developer" in this MOU in the singular shall be also deemed to include the plural).

"IGRA" means the Indian Gaming Regulatory Act of 1988 (25 U.S.C. §§ 2701 et seq.), and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

"Mutual Aid Agreement" means (i) the California Master Mutual Aid Agreement, (ii) the Mutual Aid Agreement which the City has entered into with other fire

agencies to provide emergency response for designated areas or (iii) the Mutual Aid Agreement which the City has entered into with local agencies for law enforcement.

“NEPA” means the National Environmental Protection Act of 1970, as amended (42 U.S.C. §§ 4371 et seq.), and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“Net Revenues” means gross revenues less payments or deductions for operating expenses, loans and other deductions as defined in generally accepted accounting practices and principles.

“NIGC” means the National Indian Gaming Commission established pursuant to IGRA.

“Opening Date” means the date on which the Tribe commences gaming operations on the Reservation which are open to the public.

“Project” means the development, construction and operation on the Property or the Reservation of the gaming facility (and all rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which rooms, buildings and areas is to serve the activities of the gaming facility) identified in the environmental impact statement referenced in Section 2(b).

“Property” means the certain parcel of land which is located adjacent to the Urban Growth Boundary of the City that exists on the date of this MOU and within the unincorporated area of the County and which is identified by the legal description set forth on Exhibit A hereto, or any portion of such land.

"Public Entity" means the State and any county, city, district, public authority, public agency and any other political subdivision or public corporation in the State, including, without limitation, the City, the County, the Rohnert Park Department of Public Safety, the Rincon Valley Fire District, and the Sonoma County Sheriff.

“Reservation” means, after the Trust Acquisition Date, that portion of the Property which is taken into trust by the Secretary for the benefit of the Tribe.

“Restoration Act” means the Graton Rancheria Restoration Act (Pub. L. 106-568, 25 U.S.C. § 1300n).

“Secretary” means the Secretary of the United States Department of the Interior.

“State” means the State of California.

“Tribal-State Gaming Compact” means a Tribal-State Gaming Compact entered into or to be entered into between the Tribe and the State pursuant to IGRA which

permits the Tribe to operate Class III (as defined in IGRA) gaming devices and to engage in other Class III gaming activities and which the State has executed into pursuant to its authority under the California Constitution or other applicable law.

“Trust Acquisition Date” means the date on which the deed to the Property has been conveyed to and executed by the Secretary or the Secretary’s authorized representative such that the Reservation is held in trust for the benefit of the Tribe and is eligible for gaming pursuant to the requirements of IGRA.

2. Environmental Review

(a) Completion of NEPA Review Process Prior to Land in Trust

Notwithstanding the fact that the Restoration Act does not require the Secretary of the Interior to conduct an environmental review under NEPA prior to accepting trust title to the Property, the Tribe shall not transfer title to the Property, or cause to have such title transferred, to the United States unless and until either (i) the Department of Interior has concluded an environmental review of the Project under NEPA in connection with acceptance by the Department of Interior of trust title to the Property, or (ii) the NIGC has conducted an environmental review of the Project under NEPA in connection with approval by the Chairman of the NIGC of a management contract between the Tribe and SC Sonoma Management, LLC (or its successors and assigns). However, nothing in this Section shall be construed to preclude the Tribe from commencing or advancing the process by which the Department of Interior accepts trust title to the Property or the Chairman of the NIGC approves such management contract.

(b) NIGC NEPA Review Process

The Tribe acknowledges that it has requested that the NIGC act as the lead agency in the NEPA review process and that the NIGC prepare an environmental impact statement as distinguished from an environmental assessment, as part of its NEPA review process. To the extent requested by the NIGC, the Tribe shall cooperate with the NIGC in its NEPA review process and to supply the NIGC with information in the possession of the Tribe which will facilitate the NIGC's efforts to comply with the NEPA review process. The Parties acknowledge that, assuming the NIGC acts as the lead agency and prepares an environmental impact statement, the NEPA review process will include the following: preparation and publication in the Federal Register of a Notice of Intent to prepare an environmental impact statement; identification of cooperating agencies, such as the Department of Interior; a scoping process to determine the scope and significant issues to be analyzed in the environmental impact statement; preparation of a draft environmental impact statement; issuance of the draft environmental impact statement for public review, a public comment period and public hearings; response to comments; preparation of a final environmental impact statement; issuance of a final environmental impact statement to the public; and issuance of a record of decision.

(c) Local Law Matters

The City acknowledges and agrees that:

(i) the City does not have authority or jurisdiction over the Property or the Reservation or gaming or other activities conducted thereon before or after the Trust Acquisition Date;

(ii) there is no approval, permit, license, certificate or other entitlement for use which the Tribe would be required to obtain from the City in connection with the Project or the Reservation prior to or after the Trust Acquisition Date;

(iii) neither the Project nor the Tribe's fee-to-trust application are subject to the California Environmental Quality Act or any City law, rule or regulation;

(iv) the Project and other developments on the Reservation are not subject to City environmental review, design, land use or land development ordinances, plans, manuals or standards;

(v) the City does not have legal authority to deliberate on, approve, disapprove, or otherwise exercise judgment regarding the Project; and

(vi) the City is not deliberating on, approving, disapproving or otherwise exercising judgment regarding the Project by entering into this MOU.

3. Mitigation and Impact Contributions

(a) Development Fee Contributions

Notwithstanding the fact that the Property is not located within the boundaries of the City and in order to mitigate potential impacts of the Project on the City, its staff and other resources, the Tribe shall contribute to the City, on or before the Construction Date, a one-time cash contribution of Two Million Six Hundred Sixty-Four Thousand Dollars (\$2,664,000) in lieu of the development and related fees which the City would otherwise receive for the development of a commercial project on the Property (as if the Property was located within the boundaries of the City). The amount of such contribution has been calculated based upon the City's standard development fees, capital outlay fund fees and traffic signalization fees multiplied by the number of square feet in the Project. This contribution is in lieu of development and related fees and does not constitute submission by the Tribe to the jurisdiction of the City, the County or any other Public Entity or any provision of their respective ordinances, regulations, codes or standards. The City acknowledges and agrees that the Tribe is not required to obtain any permit, license or

other approval from the City in connection with development or construction activities on the Property or the Reservation prior to or after the Trust Acquisition Date.

(b) Traffic Contributions

In order to mitigate potential impacts of the Project on transportation and traffic, the Tribe shall:

(i) contribute to the City contributions in such amounts (but not less than One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)) as shall be sufficient to cover one half of the actual cost to the City to complete the widening of Wilfred Avenue from Highway 101 west to the City's urban growth boundary in accordance with the City's General Plan, which contributions shall be made by the Tribe in periodic installments after the Construction Date in accordance with a construction schedule to be mutually agreed upon by the City and the Tribe and which will enable the City to complete such construction prior to the Opening Date;

(ii) contribute to the City contributions in such amounts (but not less than Nine Hundred Thousand Dollars (\$900,000)) as shall be sufficient to cover the entire actual cost to the City to complete the widening of Rohnert Park Expressway from Rancho Verde to the west City limits in accordance with the City's General Plan, which contributions shall be made by the Tribe in periodic installments after the Construction Date in accordance with a construction schedule to be mutually agreed upon by the City and the Tribe which will enable the City to complete such construction prior to the Opening Date;

(iii) upon the request of the City, contribute to the City contributions in such amounts (but not less than Two Hundred Thousand Dollars (\$200,000)) as shall be sufficient to cover the entire actual cost to the City to install an on-demand activated traffic light at the entrance to the Rancho Verde Mobile Home;

(iv) contribute to the City contributions totaling Five Million Dollars (\$5,000,000) to pay toward the actual cost of construction of a new "minor arterial" crossing of Highway 101 (without interchange improvements) to connect State Farm Drive and Business Park Drive in accordance with the City's General Plan (provided, however, that, in the event the City is able to collect funds for such construction from developers or other sources, the City will return to the Tribe the amount of such contribution in excess of the Tribe's fair share of such costs), which contributions shall be made by the Tribe in periodic installments after the Construction Date in accordance with a construction schedule to be mutually agreed upon by the City and the Tribe which will enable the City to complete such construction prior to the Opening Date or as soon thereafter as possible (Upon completion of the traffic improvement specified in this clause (iv), the City will provide the Tribe with an accounting of the cost and a reconciliation of the Tribe's fair share of the traffic improvement. If the Tribe's fair share is less than the Tribe's contribution, the City shall reimburse the Tribe for the difference.

If the Tribe's fair share is greater than the Tribe's contribution, the Tribe shall make such additional contributions to the City);

(v) provide the Sonoma County Transportation Authority, CalTrans or the City with such information and other similar assistance as such Public Entities and the Tribe reasonably agree upon to facilitate their efforts to fast track the Wilfred Avenue/Golf Course interchange construction and Highway 101 widening from Wilfred Avenue to Old Redwood Highway, which assistance may include contributions by the Tribe to Sonoma County Transportation Authority, CalTrans or the City of the Tribe's fair share of the actual cost of design, approval and right-of-way acquisition for such improvements; and

(vi) hire a contractor (which contractor is a qualified traffic engineering firm independent of any contractor which may be hired by NIGC) to conduct a traffic engineering study, which study will identify significant (within the meaning of 40 Code of Federal Regulation 1508.27) off-Reservation impacts on traffic resulting from the Project and potential measures to mitigate such impacts.

(c) Fire Protection and Emergency Services Contributions

In order to mitigate potential impacts of the Project on fire protection and first responder services, the Tribe shall contribute to the City:

(i) contributions totaling Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) to be used by the City solely for the purpose of constructing a new public safety building (including a two story training tower) on the west side of the City or at a location to be mutually agreed upon by the City and the Tribe, which such contributions shall be made after the Construction Date and on such dates as shall be sufficient to enable the City to construct such new building and have it staffed and operational prior to the Opening Date;

(ii) contributions totaling Three Hundred Fifty Thousand Dollars (\$350,000) to be used by the City solely for the purchase of a type one fire engine to be stationed at such new public safety building, which such contributions shall be made after the Construction Date and on such dates as shall be sufficient to enable the City to acquire the fire engine, which contribution shall be made at such time as shall enable the City to acquire such fire engine prior to the Opening Date; and

(iii) contribution not to exceed Seventy Five Thousand Dollars (\$75,000) to enable the City to, and which shall solely be used to, relocate or cause the relocation of the repeater system from the former Cusher's Stadium to the new public safety building.

The Parties agree that the foregoing amounts are sufficient to cover the cost to the City of constructing and equipping a new public safety building which is of sufficient size and

quality to mitigate potential impacts of the Project on City fire protection and first responder services.

(d) Law Enforcement Contributions

In order to mitigate potential impacts of the Project on law enforcement resources, the Tribe shall:

(i) contribute to the City a one time contribution of Four Hundred Ten Thousand Dollars (\$410,000) to be used by the City solely for the purchase of public safety vehicles, which such contribution shall be made at such time as shall enable the City to acquire such vehicles by the Opening Date;

(ii) contribute to the City Seven Hundred Thousand Dollars (\$700,000) on July 1, 2004, and an annual contribution thereafter of Five Hundred Thousand Dollars (\$500,000) to be used by the City to establish a neighborhood enforcement team ("NET") to combat gangs, illegal drug use and other criminal activity in the City and surrounding community. Notwithstanding the foregoing, in the event the Construction Date has not occurred by June 30, 2006, the Tribe shall have the right to suspend such contributions until the Construction Date.

The Parties agree that such amounts are sufficient to cover the estimated cost of the equipment and other capital improvements and other expenditures which the City deems to be necessary or appropriate for the City to mitigate potential impacts of the Project on City law enforcement services.

(e) Problem Gambling Contributions

In order to mitigate potential social impacts of the Project, the Tribe shall, commencing on the Opening Date, make an annual contribution in the amount of \$125,000 to an organization dedicated to the treatment and prevention of problem gambling or pathological gambling disorders and which is located within or providing services within the area to be served by the Project. The recipient organization shall be determined by mutual agreement of the Tribe and the City.

(f) Community Contributions and Investments

In order to make investments in the Rohnert Park schools, housing and general community and in order to mitigate potential impacts of the Project on the Rohnert Park schools, housing and general community, the Tribe shall make investments in and contributions to the Rohnert Park community as follows:

(i) Not later than thirty (30) days after the Opening Date, the Tribe will establish the "Graton Rancheria Educational Trust for Cotati-Rohnert Park USD" (the "Educational Trust") pursuant to the California non-profit law. The Tribe shall make an

annual contribution to the Educational Trust of One Million Dollars (\$1,000,000). The Educational Trust will be governed by a board of directors (the "Educational Trust Board") consisting of two members designated by the Tribe, two members designated by the Cotati-Rohnert Park Unified School District and one member chosen by the other four members. All decisions of the Educational Trust Board shall be made by a majority vote. The funds in the Educational Trust shall be used to provide block grants to support the instructional programs of the Cotati-Rohnert Park Unified School District and otherwise mitigate potential impacts of the Project.

(ii) Not later than thirty (30) days after the Opening Date, the Tribe shall establish the "Graton Rancheria Charitable Foundation for Rohnert Park" (the "Charitable Foundation") pursuant to the California non-profit law. The Tribe shall make an annual contribution to the Charitable Foundation of Two Million Dollars (\$2,000,000). The Charitable Foundation will be governed by a board of directors (the "Charitable Foundation Board") consisting of two members designated by the Tribe, two members designated by the City and one member chosen by the other four members. All decisions of the Charitable Foundation Board will be made by a majority vote. The funds in the Charitable Foundation will be invested in programs which benefit the City, such as those described in the Healthy Cities Program, or such other programs or activities as agreed upon by the Charitable Foundation Board. One Million Dollars (\$1,000,000) of such funds will be invested annually in programs or activities suggested by the City representatives on the Charitable Foundation Board and the remaining One Million Dollars (\$1,000,000) of such funds will be invested annually in programs or activities suggested by the Tribe's representatives on the Charitable Foundation Board. The funds in the Charitable Foundation shall be invested in projects which enhance the City or Sonoma State University or which otherwise mitigate the impacts of the Project.

(iii) The Tribe shall make an annual contribution to the City of One Million Dollars (\$1,000,000) to be used for neighborhood upgrade or workforce housing programs. The City alone will have the authority to determine the use and distribution of these funds.

(iv) The first payment of the contributions referenced in this Section will be made within 30 days of the Opening Date. Any contribution described in this Subsection, plus interest thereon at the prime lending rate of Bank of America, made by the Tribe prior to the Opening Date will be credited against the contributions referenced in this Section. All contributions described in this Subsection 3(f) will be increased annually by the CPI Adjustment.

(g) Waterway Contributions

In order to mitigate potential impacts of the Project on storm water drainage, the Tribe shall make an annual contribution of Fifty Thousand Dollars (\$50,000) to the City which contribution shall be used solely to address storm water drainage matters.

(h) Open Space Contributions

In order to mitigate the loss of open space and community separator areas associated with the development of the Project the Tribe shall, at the Tribe's election after consultation with the City and not later than six months after the Opening Date, either (i) contribute Two Million Seven Hundred Thousand Dollars (\$2,700,000) to be used by the City solely for the purpose of purchasing real property for use by the public (including by way of illustration and not limitation, a park), or (ii) purchase real property, subject to approval of the City, for use by the public, with a purchase price of not less than Two Million Seven Hundred Thousand Dollars (\$2,700,000) and donate it to the City.

(i) Mobile Home Park Contributions

In order to mitigate potential impacts of the Project on the Rancho Verde Mobile Home Park, the Tribe shall make contributions to the City after the Construction Date (i) up to a maximum of Seven Hundred Thousand Dollars (\$700,000) and at such times as shall enable the City to implement measures, to be mutually agreed upon by the City and the Tribe and completed prior to the Opening Date, to mitigate the preexisting storm water flooding problem at Rancho Verde and the Martin Avenue area and to mitigate any significant noise impacts at Rancho Verde identified in the NEPA review process.

(j) Supplemental Contributions

In order to mitigate additional potential impacts of the Project, the Tribe shall, commencing 30 days after the Opening Date, contribute to the City in twelve (12) equal monthly installments a contribution in lieu of taxes in the amount of Five Million Dollars (\$5,000,000) per annum. Such annual contribution shall thereafter be annually adjusted by the CPI Adjustment. The Parties agree such amount is sufficient to mitigate additional initial and continuing impacts of the Project which are not specifically identified or mitigated elsewhere in this MOU

4. Contribution Matters

(a) Use of Contributions

The City shall make good faith efforts to segregate and identify expenditures made with funds provided to the City under this MOU and to publicly attribute such expenditures to the Tribe. The City shall expend the contributions made by the Tribe under this MOU for the purposes identified in the applicable provisions of this MOU. Upon the mutual agreement of the Tribe and the City, the Tribe may make any of the contributions contemplated to be made by the Tribe pursuant to this Section to an escrow account established by the Tribe for the benefit of the City or other appropriate entity. In the event the City fails to expend contributions as contemplated by this Section or fails to complete any mitigation measures contemplated by this Section by any given date or ever,

such failure shall not constitute a breach of the MOU by the Tribe or justify or require any delay in any phase of the Project.

(b) Deductions

The Tribe may deduct from the next contribution which the Tribe would otherwise be required to make pursuant to Subsection 3(j) the following amounts:

(i) the amount of any money which the Tribe pays the City (or any Public Entity for roadway or impact improvements within the City) in excess of the amounts specifically set forth in Section 3 in order to mitigate the impact or adverse effects of the Project;

(ii) the amount of any money which the Tribe pays to any Public Entity, fund or other person or entity pursuant to the Tribal-State Gaming Compact or any agreement between the Tribe and any Public Entity which is designated for and distributed to the City and is available to be used by the City in the same manner as the contributions made by the Tribe under this MOU are available to be used by the City; and

(iii) the principal amounts of the contributions which the Tribe makes to the NET referenced in Subsection 3(d), plus interest on the principal amounts of such contributions at a rate of prime plus one per cent (1%) calculated from the date the contributions are made to the date contributions would otherwise have been made under Section 3(j), provided that deductions pursuant to this clause (iii) shall be made in equal installments over a three (3) year period.

(c) Contribution Payment Terms

Where contributions are to be made monthly, the Tribe shall make the contribution on the City's first business day of the month for the preceding month. Where contributions are to be made quarterly, the Tribe shall make the contribution on the City's first business day after the first day of January, April, July, and October for that calendar quarter. Where contributions are to be made annually, the Tribe will make the contribution on the City's first business day of July for that year. Where contributions are to be increased by the CPI Adjustment, such adjustment shall be made on the first business day of July of each year. The first contribution shall be prorated for the applicable monthly, quarterly or annual period. The first CPI Adjustment, if applicable, shall also be prorated for the initial annual period. Unless otherwise specified, the first contribution shall be made thirty (30) days after the Opening Date. In the event the Construction Date or the Opening Date does not occur for any reasons, contributions payable after the Construction Date or the Opening Date, as the case may be, shall not be due.

(d) No Other Payments

Except as is expressly set forth in Sections 3 and 4 hereof, the Tribe shall not be required pursuant to this MOU or otherwise:

(i) to make any payments, reimbursements, contributions or investment to or on behalf of the City, County or any other Public Entity for any taxes, fees, assessments, charges, services or utilization of staff resources, including, without limitation, any property taxes, sales taxes, processing fees, development fees, building permit fees, construction tax, utility taxes, motor vehicle license fees, ad valorem tax or other payments for fire, emergency medical, law enforcement, water, wastewater, waste disposal or other services, or utilization of staff resources;

(ii) to pay the City, the County or any other Public Entity or any charitable organization or trust any other contributions or payments in mitigation of any environmental or other impacts of the Project or any other developments on the Reservation; or

(iii) acquire rights to any real property, or grant or transfer to the City, the County, any other Public Entity, any charitable organization or trust, or any other person or entity any rights to any real property, place, or conservation or other easement on any real property, or otherwise agree to forgo any rights with respect to any real property.

5. Additional Tribal Covenants

(a) General Infrastructure and Related Services

In order to mitigate potential impacts of the Project on City infrastructure resources, the Parties acknowledge and agree that the Tribe has not requested the City to extend any infrastructure or provide any services to the Tribe. In the event the Tribe were to request that the City provide infrastructure or related services to the Project at some future date, the Tribe acknowledges that State law may require environmental review pursuant to the California Environmental Quality Act and review by the Sonoma County Local Agency Formation Commission. The Tribe further acknowledges, that in such event, it will be required to pay the applicable fees and charges and its fair share of any capital improvements to extend such infrastructure.

(b) Water Services

The Parties acknowledge and agree that the Tribe has not requested that the Project be served by City water facilities, services or supply. The Tribe currently intends to install one or more water wells on the Property or the Reservation and to construct facilities necessary to assure a fire flow of 2,700 to 3,500 gallons per minute for a two hour duration. The Tribe may also explore and evaluate options with the Sonoma County Water Agency to identify a supply of water other than from new wells. To the extent

feasible and commercially reasonable (as determined by the Tribe), buildings in the Project will be designed using water conservation techniques.

(c) Wastewater Services

The Parties acknowledge and agree that the Tribe has not requested that the Project be served by, or included in, the City Wastewater Delivery and Treatment allocation from the subregional waste water system. The Tribe currently intends to install an on-site wastewater treatment system. The Tribe may explore and evaluate options with the subregional wastewater system and the City of Santa Rosa to determine whether, and, if possible, how additional flow capacity can be accommodated by the subregional waste water system. To the extent feasible and commercially reasonable (as determined by the Tribe), the Project will incorporate measures to minimize wastewater flows and use recycled water.

(d) Fire and Emergency Services

In order to mitigate potential impacts of the Project on fire and emergency services, the Tribe shall:

(i) construct the Project in accordance with standards no less stringent than those set forth in the Uniform Fire Code as adopted, amended and incorporated into the Rohnert Park Municipal Code as of the Construction Date, including the installation of sprinklers in all hotel rooms and restaurants;

(ii) provide the City with monthly fire inspection certifications during construction and annual fire inspection certifications after the Opening Date by inspectors approved by the City; and

(iii) allow the City to review the design plans for exits for the Project prior to the Construction Date.

(e) Law Enforcement

In order to mitigate potential impacts of the Project on law enforcement resources, the Tribe shall:

(i) adopt rules prohibiting anyone under 21 years of age from gambling;

(ii) adopt employee training programs and policies relating to responsible beverage services;

(iii) conduct background checks of all gaming employees;

(iv) provide a full complement of security personnel at the Project at all times; and

(v) adopt programs and policies which discourage gang members from visiting the Tribe's gaming facilities.

(f) Emergency Medical Services

In order to mitigate potential impacts of the Project on City emergency medical services, the Tribe shall provide (i) emergency medical training to certain members of its security staff, and (ii) emergency medical equipment, including defibrillators, at its gaming facilities.

(g) Solid Waste Disposal

In order to mitigate potential impacts of the Project on solid waste disposal resources, the Tribe shall, to the extent determined by the Tribe to be feasible and commercially reasonable (as determined by the Tribe), implement single stream recycling and green waste diversion. The Tribe shall either retain the services of the City's solid waste disposal franchisee or conduct a competitive bidding process to select the contractor to dispose of solid waste generated at the Reservation.

(h) Uniform Codes

The Tribe shall adopt, and construct the Project in accordance with, standards no less stringent than those set forth in the Uniform Building Code, including all Uniform Fire, Plumbing, Electrical, Mechanical and related Building Codes, as adopted, amended and incorporated into the Rohnert Park Municipal Code as of the Construction Date, (but not including land use, zoning, development or other local laws or standards). The Tribe shall annually certify to the City that it is complying with such building codes and standards. The Tribe shall, to the extent determined by the Tribe to be feasible and commercially reasonable, design buildings using green building techniques, such as natural lighting, solar energy, water conservation, and use of recycled materials.

(i) Storm Water Drainage

In order to mitigate potential impacts of the Project on storm water drainage resources, the Tribe shall obtain a National Pollution Discharge Elimination System permit from the United States Environmental Protection Agency if required by the federal Clean Water Act.

(j) Employee Recruitment

In order to mitigate potential impacts of the Project on local work forces, the Tribe acknowledges it has entered into (i) a Project Labor Agreement with the Sonoma, Lake,

Mendocino County Building & Construction Trades Council, and (ii) a Neutrality and Card Check Agreement with the Hotel Employees and Restaurant Employees International Union AFL-CIO. The Tribe shall implement a hiring preference for Native Americans and for City residents subject to collective bargaining agreements and federal employment laws and regulations.

(k) Rancho Verde Mobile Home Park

In order to mitigate potential impacts of the Project on the Rancho Verde Mobile Home Park, the Tribe shall not purchase the Rancho Verde Mobile Home Park for a period of twenty years from the date of this MOU.

(l) No Golf Course

In order to mitigate potential impacts of the Project on City golf courses, the Tribe shall not construct a golf course on the Reservation until the earlier of (i) twenty years from this date of the MOU, or (ii) the date on which the aggregate number of rounds of golf played on courses located in the City on the date of the MOU exceeds 150,000 rounds in any given calendar year.

6. City Mutual Aid Arrangements

(a) Fire Protection and Emergency Medical Arrangements

The City will honor the Mutual Aid Agreement between the City's Public Safety Department and the Rincon Valley Fire District. Upon the request of the Tribe, the City will enter into a similar Mutual Aid Agreement with the Tribe, subject to any review required under the California Environmental Quality Act or by the Sonoma County Local Agency Formation Commission. The Tribe shall, in any event, make internal arrangements and make appropriate arrangements with the County or a private contractor or contractors to insure that there is an adequate level of fire protection and emergency medical service available on the Reservation.

(b) Law Enforcement Arrangements

The City will honor the Mutual Aid Agreement between the City's Public Safety Department and the Sonoma County Sheriff's Department. Upon the request of the Tribe, the City (or its successor) will enter into a similar Mutual Aid Agreement with the Tribe modified, as necessary, to conform with Subsection 6(c), subject to any review required under the California Environmental Quality Act or by the Sonoma County Local Agency Formation Commission. The Tribe shall, in any event, make internal arrangements and make appropriate arrangements with the County or a private contractor or contractors to insure that there is an adequate level of fire protection and emergency medical service available on the Reservation.

(c) Law Enforcement Authority

Any authority granted to the City law enforcement authorities to enforce laws on the Reservation under a Mutual Aid Agreement with the Sonoma County Sheriff's Department shall be subject to at least the same rules and restraints as any other area within the jurisdiction of such law enforcement authorities. Also, the City's Public Safety Department shall not have authority to enforce on the Reservation any state or local gaming laws or any other State or local civil or criminal laws or regulations which are not enforceable on Indian reservations in California. Nothing in this Subsection or the other provisions of this MOU or any agreement entered into pursuant to this Subsection does or is intended to create City, County, State or other Public Entity jurisdiction over the Tribe or to waive the Tribe's sovereign immunity or any of the rights or remedies available to the Tribe at law or equity for violations of its rights.

(d) Level of Arrangements

With respect to any fire protection, emergency medical or law enforcement response which may be provided by the City directly or indirectly to the Tribe under a Mutual Aid Agreement, the City agrees that the City will provide such response to the Tribe, the Property and the Reservation and the business and persons located thereon which are of the type and at least equal to the level of quality of the response which are provided to non-Indian property located in the City and the persons located thereon.

7. Term

(a) Effective Date

This MOU shall not become effective unless and until the following events have occurred:

(i) this MOU has been approved in writing by legal counsel for the City and ratified by the City Council of the City; and

(ii) this MOU has been approved in writing by legal counsel for the Tribe and ratified by the Tribe's General Council.

(b) Expiration Date

Subject to the early termination provisions of this MOU, this MOU shall expire on the earlier of (i) the twentieth (20) anniversary of the date of this MOU, or (ii) the date of the expiration or termination of the Tribal-State Gaming Compact.

(c) Automatic Extensions

If this MOU has not been terminated prior to its expiration date, this MOU shall be automatically extended for a period of twenty (20) years; provided, however, that, commencing not later than one hundred eighty (180) days prior to such expiration date, the Parties shall meet, confer and renegotiate with respect to the provisions of this MOU which specify the dollar amounts of any recurring contributions made by the Tribe under this MOU. If the Parties are unable to agree upon such new dollar amounts, the then existing dollar amounts shall remain in effect, and, if such dollar amounts are annually adjusted by the CPI Adjustment, they shall continue to be annually adjusted by the CPI Adjustment.

(d) Effect of Expiration or Termination

Upon the expiration or termination of this MOU, the provisions of this MOU shall be of no further force and effect and none of the provisions of this MOU shall survive such expiration or termination; provided, however, that the Tribe shall make contributions pursuant to the terms of this MOU which became due and payable prior to any expiration date; and provided, further, that, if this MOU terminates for reasons unrelated to a default by the City, the Tribe shall make any contributions pursuant to the terms of this MOU which became due and payable prior to such termination date.

8. Termination Events

(a) Automatic Termination

Unless otherwise agreed by the Parties, this MOU shall automatically terminate in the event, and on the date, that:

(i) the Property is transferred to the United States for the benefit of the Tribe but is thereafter no longer "Indian country" within the meaning of federal law or is removed from trust or restricted status such that the Reservation is no longer held in trust by the United States for the benefit of the Tribe; or

(ii) after the Tribal-State Gaming Compact becomes effective, such Tribal-State Gaming Compact terminates for any reason.

(b) Tribal Termination

The Tribe may, at its option, terminate this MOU by written notice to the City in the event that:

(i) the Tribe provides the City with written notice to the effect that the Tribe has decided in good faith by duly executed resolution of the Tribe's General Council to withdraw, or not to submit, any application requesting that the Secretary accept trust title to the Property for the benefit of the Tribe;

(ii) the Reservation is not eligible for gaming under IGRA for any reason; or

(iii) the Management Agreement between the Tribe and SC Sonoma Management, LLC is not approved by the Chairman of the NIGC for any reason;

9. Suspension Events

If, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations, the events listed in Section 10 (a) or any other reason, a material portion of the gaming operations previously conducted by the Tribe on the Reservation are suspended or terminated, the Tribe's obligations to make recurring contributions and other contributions pursuant to Sections 3 or 4 of this MOU shall be suspended as of the date of such suspension or termination until such time as such gaming operations are resumed; provided, however, that, in the event any of the projects contemplated by Section 3(b) or 3(c) is in the process of being constructed at the time of such suspension or termination, the Tribe shall be required to continue the contributions contemplated by such subsections. For the purposes of this Section, the term Force Majeure shall include, without limitations, the following: earthquake; flood; fire; other natural disasters; changes in law, regulation or governmental policy that has a material adverse affect on the Project; riots; war; or terrorism. Nothing in this Section shall impact the Tribe's liability for contributions or other payments which became due and payable prior to the date such gaming operations are suspended or terminated.

10. Renegotiation Provision

(a) Renegotiation Events

The Tribe may request that the City renegotiate one or more of the provisions of this MOU if there is a change in law, facts, assumptions or other circumstances which has a significant and adverse financial impact on the Tribe or directly or indirectly relates to the assumptions the Tribe made in entering into this MOU or Tribe's expectations with respect to the Project or this MOU. Such changes shall be deemed to include the following:

(i) any change to the Restoration Act which has a significant and adverse financial impact on the Tribe;

(ii) any change in state or federal constitutions, laws, rules or regulations, or the construction or interpretation thereof, relating to IGRA or gaming on

Indian lands, or ending the prohibition on Class III gaming (as defined in IGRA) or the operation of gaming devices by non-Indians in California;

(iii) a reduction in the scope of gaming permitted on the Reservation, whether pursuant to a change in federal, state or local constitutions, laws, rules or regulations, the Tribal-State Gaming Compact or otherwise;

(iv) there is no Tribal-State Gaming Compact in effect as of the Opening Date or the Tribal-State Gaming Compact, as amended or interpreted from time to time, (A) does not authorize the Tribe to conduct the scope of Class III (as defined in IGRA) gaming activities authorized by the State 1999 model Tribal-State gaming compact, or (B) does not authorize the Tribe to operate 2,000 gaming devices without licenses or other conditions (other than payment obligations); and

(v) a change in the financial obligations of the Tribe to the State pursuant to the Tribal-State Gaming Compact (using the State 1999 model Tribal-State gaming compact as the baseline reference document).

(b) Renegotiation Procedures

All requests by the Tribe to renegotiate or amend this MOU shall be by written notice addressed to the City and shall include the provisions of this MOU to be negotiated. Upon receipt of such notice, the City shall be obligated to renegotiate this MOU in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within fifteen (15) days of the Tribe's notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so. The purpose of the negotiations will be to renegotiate the provisions of this MOU in good faith so that the Tribe will retain the rights and maintain substantially the same economic obligations to the City, the County, the State and other Public Entities in the aggregate as are set forth in this MOU and the terms of the other agreements as contemplated as of the date of this MOU to be entered into between the Tribe and other Public Entities.

11. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, this MOU shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this MOU, and the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this MOU. The Parties shall endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or

unenforceable provision. Such negotiations shall be conducted pursuant to the provisions of Subsection 10(b) of this MOU.

12. Scope

This MOU is intended to apply and shall be construed to apply solely to the Property, and after the Trust Acquisition Date, solely to the Reservation, and shall not be construed to apply to any other property.

13. Dispute Resolution Provisions

(a) Dispute Resolution

In an effort to foster good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from engaging in gaming and other commercial activities and benefiting therefrom, the Parties agree to the dispute resolution procedures set forth in this Section.

(b) Meeting

The Parties shall make their best efforts to resolve claims of breach of this MOU by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions and conditions of this MOU as follows:

(i) A Party shall give the other Party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims of breach of this MOU.

(ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after receipt the of notice, unless the Parties agree in writing to an extension of time.

(c) Arbitration

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then the Parties may seek to have the dispute resolved by arbitration in accordance with the following procedures:

(i) Upon the request of a Party in writing, the dispute shall be submitted to binding arbitration in accordance with this Section.

(ii) The disputes to be submitted to arbitration shall be limited to claims of breach of this MOU and no other disputes.

(iii) In the event there is any dispute as to whether a matter is subject to the arbitration provisions of this MOU, or any dispute concerning the scope of the matter or matters to be arbitrated, the disagreement as to whether the dispute is subject to the arbitration provisions of this MOU or the scope of such arbitration shall be resolved by the courts referenced in Subsection (d) of this Section.

(iv) The arbitration shall be administered by three (3) arbitrators. The Tribe and the City shall each select one arbitrator and those two arbitrators shall select the third arbitrator. All arbitrators shall be generally familiar with federal Indian law, California municipal law, and commercial business transactions.

(v) The arbitration shall be held in San Francisco or at such other location as is mutually agreeable to the Parties.

(vi) The arbitration shall be administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified by the provisions of this MOU.

(vii) The provisions of Section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrators.

(viii) Each side shall bear its own costs, attorneys' fees, and one-half the costs and expenses of the arbitrators.

(ix) Awards may be made by the arbitrators only for monetary amounts or damages and only to the extent permitted in Subsection 14(b).

(x) The decision of the arbitrators shall be in writing and shall give reasons for the decision.

(d) Confirmation of Awards

Any Party to an arbitration in which an award has been made pursuant to this Section may petition the federal District Court for the Northern District of California or, if such Court declines jurisdiction, the State Superior Court for Sonoma County to confirm the award. The Parties expressly consent to be sued in such Courts for the purposes of confirmation of such an award. An award shall be confirmed, provided that:

(i) The award is limited to the purposes of arbitration stated in this Section.

(ii) No monetary award or damages are awarded except for decisions which require the payment of sums pursuant to breaches of obligations of the Parties under this MOU and which are not inconsistent with the Tribe's limited waiver of sovereign immunity as set forth in Subsection 15(b) of this MOU.

(iii) No person or entity other than the Parties (or the Developer) is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party (other than the Developer).

If an award is confirmed, judgment shall be entered in conformity therewith. The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action; and may be enforced like any other judgment of the court in which it is entered.

(e) Intervention

In the event of intervention by any additional party (other than Developer) into any action referred to in Subsection 13(f) without the consent of the Parties, the waivers of either the Tribe or the City provided for herein may be revoked, unless joinder is required to preserve the court's jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Tribe or the City in respect to any such third party (other than the Developer).

(f) Actions

The express waivers and consents provided for in this Section and Section 14 shall only extend to the following: civil actions consistent with this MOU to compel arbitration, determine whether a matter is subject to arbitration or determine the scope of the arbitration, any arbitration proceeding as provided herein, any action to confirm or enforce any judgment or arbitration award as provided herein, and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this MOU, no other waivers or consents to be sued, either express or implied, are granted by either Party.

(g) Other Dispute Resolutions

This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, mediation or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

(h) Confidentiality

The Parties agree that any dispute resolution meetings or communications, arbitration proceedings, or agreements among the Parties settling or otherwise relating to any claims of breach of this MOU or otherwise shall be and remain confidential to the extent not prohibited by applicable law.

(i) Third Party Rights

Developer shall be deemed to have the rights of a Party for the purposes of this Section, including, without limitation, the right to initiate or participate in a dispute resolution meeting or an arbitration proceeding or to confirm or enforce any award.

14. Limited Waiver of Sovereign Immunity

(a) Waiver

Subject to the provisions of this Section, each of the Parties expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the other Party and the Developer (but not as to any other person or entity) as to any civil action relating to claims of breach of this MOU and not as to any other actions, matters or disputes.

(b) Limitations on Tribe's Waiver

The Tribe's waiver of sovereign immunity is specifically limited to permitting, and does permit, the awards referenced in Subsection 13(c)(ix) and actions referenced in Subsection 13(f). Notwithstanding the foregoing or other provisions of this MOU, the Tribe does not waive its sovereign immunity to permit any monetary award or damages against, and the arbitrators and the courts will have no authority or jurisdiction to issue any monetary award or damages or order the execution or enforcement of any monetary award or damages against, any assets or revenues of the Tribe except for the Tribe's share of the Net Revenues distributed or to be distributed to the Tribe by the commercial enterprises included within the Project and located on the Reservation. The Tribe does not waive its sovereign immunity with respect to actions by third parties or disputes between the Tribe and the City which are not claims of breach of this MOU.

15. Third Party Beneficiaries

Developer is an intended third party beneficiary of this MOU and may bring an action under or otherwise enforce this MOU. Without limitation of the generality of the foregoing, the City acknowledges and agrees that Developer is not a party to this MOU and does not have any obligations or liabilities under or with respect to this MOU. Otherwise, there are no intended third party beneficiaries of this MOU, and this MOU is

not intended to, and will not be construed to, create any right on the part of any third party to bring any action or to otherwise enforce any of its terms.

16. Binding MOU

This MOU is intended to be, and shall be construed to be, binding upon the City. The terms of this MOU will be binding on all successors in interest of each Party.

17. Notice

All notices required by this MOU will be deemed to have been given when made in writing and delivered or mailed to the respective Parties and their representatives at their respective addresses as set forth below or such other address as they may provide to the other Parties from time to time:

For the Tribe:

Federated Indians of the Graton Rancheria
P.O. Box 14428
Santa Rosa, CA 95402
Telephone:
Fax:

With copies to:

California Indian Legal Services
510 - 16th Street, Fourth Floor
Oakland, CA 94612
ATTN: John Maier, Esq.
Telephone: (510) 835-0284
Fax: (510) 835-8045

And

SC Sonoma Development, LLC
c/o Station Casinos, Inc.
2411 W. Sahara Avenue
Las Vegas, Nevada 89012
ATTN: General Counsel
Telephone: (702) 367-2458
Fax: (702) 253-2926

For the City:

City of Rohnert Park
6750 Commerce Boulevard
Rohnert Park, CA 94928-2486
ATTN: City Manager
Telephone: (707) 588-2226
Fax: (707) 588-2263

18. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

19. Construction of MOU

This MOU, together with all Exhibits hereto, constitutes the entire agreement among the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute between or among the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against or in favor of any Party to this MOU. The headings contained in this MOU are for convenience of reference only and shall not effect the construction or interpretation hereof.

Tribal Sovereignty

(a) City Acknowledgements

The City acknowledges and agrees that the Tribe:

(i) is a federally recognized Indian tribe and an independent sovereign nation;

(ii) is not subject to the jurisdiction of the City or its laws, rules, regulations and ordinances;

(iii) has the right, pursuant to the Restoration Act, to have the Property taken into trust by the United States for the benefit of the Tribe; and

(iv) has the right, once the Property is taken into trust, to establish a gaming facility on the Reservation in accordance with IGRA.

(b) Tribal Acknowledgements

The Tribe nevertheless desires to establish a harmonious government-to-government relationship with the City, the County and other local governmental authorities. In furtherance of that objective, the Tribe is willing to agree as a voluntary contractual matter to the terms and conditions of this MOU.

(c) No Submission to Jurisdiction

However, notwithstanding the language of any other provision of this MOU, the Parties agree that nothing in this MOU is intended to constitute, or shall be construed as constituting, a submission by the Tribe to the jurisdiction of the City, its respective officials, officers or inspectors or its respective laws, rules, regulations, ordinances or (except as set forth in Section 13(d) courts.

21. City Non-Opposition

(a) Non-Opposition Generally

In consideration of the covenants of the Tribe as set forth in this MOU, the City agrees to not oppose any efforts by the Tribe to cause the Secretary to accept trust title to the Property for the benefit of the Tribe and to otherwise develop the Project.

(b) Specific Examples of Non-Opposition

Without limiting the generality of the foregoing, the City agree to:

(i) sign letters, execute and deliver such agreements and take such other action as the Tribe may reasonably request from time to time in furtherance of the foregoing objectives and consistent with this MOU;

(ii) upon the request of the Tribe, schedule meetings with and meet with the Tribe and its representatives and designees; and

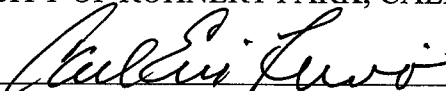
(iii) take such other appropriate actions as the Tribe may reasonably request consistent with this Section relating to the efforts of the Tribe identified in this MOU.

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IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first set forth above.

THE CITY OF ROHNERT PARK, CALIFORNIA

Date: October 14, 2003

By: 

Name: CARL ERIC NEIVO

Its: CITY MANAGER

Per Resolution No. 2003-233 adopted by the City Council on October 14, 2003

AS TO FORM

APPROVED BY CITY ATTORNEY FOR THE CITY:

Date: October 14, 2003

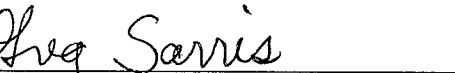
By: 

Name: PATSY STRAUSS

Its: CITY ATTORNEY

THE FEDERATED INDIANS OF THE GRATON RANCHERIA

Date: October 14, 2003

By: 

Greg Sarris
Chairperson

APPROVED BY LEGAL COUNSEL FOR THE TRIBE:

Date: October 14, 2003

By: 

John Maier, Esq.
California Indian Legal Services

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

PARCEL ONE:

Farm No. 74, and Farm No. 75, as shown upon the Plan of Subdivision of Santa Rosa Farms No. 2, Sonoma County, California, filed in the Office of the County Recorder of Sonoma County, California, on March 7, 1910 in Book 21 of Maps, Page 14, Sonoma County Records.

APN: 045-072-006
ARB: None Shown

PARCEL TWO:

Farms 1, 2 and "A", 21, 22, 23, 24, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 69, 70, 71, 72, 73, 76, 99, 100 and 101, so numbered and designated upon that certain Map entitled "Subdivision of Santa Rosa Farms No. 2, Sonoma County, California", filed March 7, 1910 in Book 21 of Maps, Page 14, Sonoma County Records.

EXCEPTING THEREFROM those portions of Farms 22, 42, 43, 44, 45, 46, 47 and 52 granted to The Sonoma County Flood Control and Water Conservation District in Deed dated July 11, 1963 and recorded November 8, 1963 in Book 2001 of Official Records, Page 191, under Recorder's Serial No. H-63821, Sonoma County Records.

ALSO EXCEPTING THEREFROM all that portion as contained in the Deed to The County of Sonoma recorded September 14, 1994, as Document No. 1994 0106342, Sonoma County Records.

ALSO EXCEPTING THEREFROM all that portion conveyed to The County of Sonoma by Deed recorded November 17, 1994 under Document No. 1994 0128597, Sonoma County Records.

APN: 045-071-002, 003, 004, 005, 006, 045-072-012, 013, 014, 046-021-024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 134-261-003, 034-264-003, 005, 006, 007.008, 134-267-001 & 005 ARB: None Shown

PARCEL THREE:

A Tract of land, being a portion of the Rancho Llano de Santa Rosa, and commencing on the boundary line of said Rancho on the line between Section 21 and 22, in Township 6 North, Range 8 West, Mount Diablo Base & Meridian, at a point in the center of the County Road known as the Santa Rosa and Stony Point Road, from which point the post for the railing of the bridge, across the Laguna and standing on the Southeast corner of the same, is North 31 ° West, 13 links distant; thence from said point of beginning, North 89° 30' East, 11.92 chains, South 39° 05' East, 2.61 chains, South 53° East, 1.36 chains, South 64° East, 1.23 chains,

South 77° 15' East, 2.62 chains, South 88° 05' East, 3.94 chains, North 4° 15' East, 1.43 chains, South 88° East, 2.03 chains, South 56° East, 2.44 chains, North 87° ,15' East, 22.62 chains to the Northwest boundary line of the Cotati Rancho; thence along said line, North 29° 15' East, 39.44 chains; thence leaving said line, West 67.92 chains to the center of the aforesaid Road and Section line; thence South, 32.18 chains to the point of beginning. Magnetic Variation 17° East.

EXCEPTING THEREFROM those portions of land described in the Deeds from Manuel T. Pimentel, et al, to the Sonoma County Flood Control and Water Conservation District, recorded August 16, 1961 in Book 1840 of Official Records, Page 280, Serial No. G-60050, Sonoma County Records, and recorded September 24, 1963 in Book 1989 of Official Records, Page 575, Serial No. H-56600, Sonoma County Records.

ALSO EXCEPTING THEREFROM that portion of land described in the Deed from Mary C. Pimentel, et al, to the Sonoma County Flood Control and Water Conservation District, recorded February 11, 1966 in Book 2187 of Official Records, Page 957, Serial No. J-83549, Sonoma County Records.

ALSO EXCEPTING THEREFROM that portion of land described in the Deed to the City of Rohnert Park, recorded January 11, 1989 as Document No. 89002750 of Official Records of Sonoma County.

ALSO EXCEPTING THEREFROM that portion of land described in the Deed to the County of Sonoma, recorded May 17, 1996 as Document No. 1996 0044116 of Official Records of Sonoma County.

PARCEL FOUR:

An easement for cattle and agricultural equipment crossing, as described in the Deed from the Sonoma County Flood Control and Water Conservation District to Manuel L. Pimentel and Mary C. Pimentel, recorded August 15, 1961 in Book 1840 of Official Records, Page 284, Serial No. G-60051, Sonoma County Records.

PARCEL FIVE:

An easement for cattle and agricultural equipment crossing, as described in the Deed from the Sonoma County Flood Control and Water Conservation District to Manuel L. Pimentel and Mary C. Pimentel, recorded August 15, 1961 in Book 1840 of Official Records, Page 288, Serial No. Serial No. G-60052, Sonoma County Records.

APN: AP46021-20 & 21 & 39 & 40

ARB: None Shown