

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made effective as of July 22, 2008, by and between the County of Marin, California (the "County"), and the Federated Indians of Graton Rancheria (the "Tribe").

### RECITALS

WHEREAS, the Tribe is a federally-recognized Indian tribe with nearly 1,100 members who are comprised of descendants of the Coast Miwok and Southern Pomo Indians of Marin and Sonoma Counties; and

WHEREAS, in 2000, Congress restored the United States' government-to-government relationship with the Tribe pursuant to the Graton Rancheria Restoration Act (the "Restoration Act"); and

WHEREAS, the Restoration Act includes a provision which provides that, upon application by the Tribe, the Secretary of the Interior *shall* accept into trust for the benefit of the Tribe any real property located in Marin or Sonoma County and that such lands, once taken into trust, shall be the Tribe's reservation; and

WHEREAS, on May 7, 2008, a notice was published in the Federal Register that the Assistant Secretary – Indian Affairs had made a final agency determination to acquire approximately 254 acres of land located within and near the City of Rohnert Park in Sonoma County into trust for the Tribe pursuant to the Restoration Act; and

WHEREAS, upon acceptance of the 254 acres of land into trust, the land will become the Tribe's reservation, a portion of which the Tribe intends to develop as a casino and hotel resort ("Casino Project"); and

WHEREAS, since February 2004, the National Indian Gaming Commission has been preparing an environmental impact statement ("EIS") for the Casino Project under the National Environmental Policy Act in connection with the approval of the Tribe's management contract; and

WHEREAS, the County is concerned that the Restoration Act could be interpreted to provide the Tribe with the right to acquire additional lands in trust as a mandatory acquisition without environmental review or consultation with the affected communities; and

WHEREAS, the Tribe does not intend to request that the Secretary take any additional lands into trust for the Tribe pursuant to the Mandatory Provision of the Restoration Act; and

WHEREAS, the Board of Supervisors continues to oppose the expansion of gaming in the County; and

WHEREAS, the Tribe does not intend to pursue the operation of more than one gaming facility under any law; and

WHEREAS, the County and the Tribe are committed to continuing to foster a respectful, long-term government-to-government relationship by meeting and conferring in good faith on issues of concern regarding the Casino Project; and

WHEREAS, the County and the Tribe each are committed to a thorough environmental review of new development projects to insure that any significant adverse environmental impacts are fully mitigated; and

WHEREAS, for valuable mutual consideration, the County and the Tribe desire to remove any ambiguity concerning whether additional land may be taken into trust pursuant to the Mandatory Provision of the Restoration Act and therefore enter into this Agreement so that any future lands which the Tribe may acquire in the County shall be encumbered pursuant to the terms described herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

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

“Agreement” means this Memorandum of Agreement, as the same may be amended by written agreement of the Parties from time to time.

“Casino Project” means the development, construction and operation of a Class II and/or Class III gaming facility (as defined under the IGRA) and related amenities on the Property as described in the Draft EIS.

“CEQA” means the California Environmental Quality Act, California Public Resources Code § 21000 *et seq.*, and any amendments thereto, and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“County” means the County of Marin, California, a political subdivision of the State, and its respective departments and subdivisions.

“EIS” means the Graton Rancheria Casino and Hotel Environmental Impact Statement initiated by the NIGC under NEPA to assess the environmental consequences of the approval of a management contract between the Tribe and SC Sonoma Management, LLC and the development of the Casino Project on the Property or an alternate site in Sonoma County. The NIGC issued a Draft EIS in February 2007 and intends to issue a Final EIS in 2008.

“Gaming” or “Gaming Activities” means Class II or Class III gaming as defined under the IGRA.

“IGRA” means the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. § 1166 *et seq.* and 25 U.S.C. § 2701 *et seq.*), and any amendments thereto, and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“Mandatory Provision” means Section 1405(a) of the Restoration Act (25 U.S.C. § 1300n-3(a)), which provides that “[u]pon application by the Tribe, the Secretary shall accept into trust for the benefit of the Tribe any real property located in Marin or Sonoma County, California, for the benefit of the Tribe after the property is conveyed or otherwise transferred to the Secretary and if, at the time of such conveyance or transfer, there are no adverse legal claims to such property, including outstanding liens, mortgages, or taxes.”

“NEPA” means the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. § 4321 through 42 U.S.C. § 4347), and any amendments thereto, and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“NIGC” means the National Indian Gaming Commission.

“Party” means the Tribe or County.

“Parties” mean the Tribe and the County.

“Property” means certain contiguous parcels totaling approximately 254 acres of land, including approximately 4.7 acres within the boundaries of the City of Rohnert Park and approximately 249 acres within the unincorporated area of the County, of which approximately 66 acres is within the City of Rohnert Park Sphere of Influence, as identified in the legal description included in Volume 73, Number 89 of the Federal Register Notice published on May 7, 2008 at pages 25766-68, set forth on **Exhibit A** hereto, or any portion of such land.

“Public Entity” means the federal government, the State, any county, city or district public authority or public agency and any other political subdivision or public corporation of the foregoing.

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

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

“State” means the State of California.

“Tribe” means the Federated Indians of Graton Rancheria, a federally recognized Indian tribe listed as “Graton Rancheria, California” in the most recent list of Indian entities recognized and eligible to receive services from the Bureau of Indian Affairs published by the Secretary in the Federal Register.

“Trust Acquisition” means the acquisition by the United States of title to the Property in trust for the benefit of the Tribe pursuant to the Section 1405(a) of the Restoration Act.

“Trust Lands” mean lands other than the Property located within the geographic borders of the County and held by the federal government in trust for the benefit of the Tribe.

2. Limitation on Future Trust Land Applications by Tribe

Other than the Property taken into trust for the Tribe under the Mandatory Provision, the Tribe shall not submit an application requesting that the Secretary have any other lands within the County taken into trust under said provision. If, for any reason, the Trust Acquisition of the Property does not occur, then the Tribe may submit additional applications requesting the Secretary to acquire an alternative location into trust for the Tribe pursuant to Section 1405(a) of the Restoration Act until such time as the Trust Acquisition of an alternative location has occurred. The covenant not to sue hereinafter agreed to by the County in Section 3 shall not apply to an application for an alternative location pursuant to Section 1405(a) or to any other action.

3. Limitation on Future Gaming-Related Trust Acquisitions

The Tribe does not intend and hereby agrees not to operate more than one Indian casino at a time in Marin and Sonoma County. If future economic or environmental conditions require the closure or relocation of the Casino Project, the Tribe may seek to acquire other property and begin development of an alternative site, but the Tribe shall not operate more than one Indian casino. Thus, once the Trust Acquisition has occurred, the Tribe shall not submit an application requesting that the Secretary have any other land within the County taken into trust for the Tribe for gaming purposes or otherwise attempt to engage in Gaming Activities on any Trust Lands within the County unless (i) the Parties agree otherwise; or (ii) the Tribe permanently ceases all Gaming Activities at the Property prior to commencing operations at the new casino. Nothing in this Agreement shall prohibit the Tribe from applying to the Secretary to take other lands within the County into trust for non-gaming purposes on a discretionary basis.

4. Covenant Not to Sue

The County shall not bring suit against the United States or any of its agencies, the Tribe, or any interested party to contest or object to the Trust Acquisition. Further, the County shall not contest or object to the Trust Acquisition in any Department of Interior administrative proceedings. Nothing herein shall prohibit the County from challenging the action of the NIGC or other agency or department for failure to comply with NEPA in any action or determination related to the Casino Project or prevent the County from initiating any other legal action not directly related to the Trust Acquisition.

5. Recordation

The Tribe shall record this Agreement with the Office of the County Recorder, such that it appears in the Name Index for “Federated Indians of Graton Rancheria” and “Graton Rancheria,” and in a manner sufficient to cloud the title of any and all future real property acquired by the Tribe in the County.

The Tribe shall give the County notice of any land acquisitions made either by the Tribe or its agents at the earliest date it can do so without prejudicing the transaction and in no case later than ten business days following the close of any escrow for such property.

6. Term

(a) Effective Date

This Agreement shall become effective when the following events have occurred:

(i) this Agreement is approved by the County Board of Supervisors and executed by an authorized representative; and

(ii) this Agreement is approved by the Tribal Council and the General Council of the Tribe and executed by an authorized representative; and

(iii) approval of the Agreement is evidenced by a Resolution from each of the Parties in forms substantially similar to **Exhibits B and C**.

(b) Term

This Agreement shall remain in effect until modified or terminated by the mutual written consent of the Parties, or until a termination event, as set forth herein, occurs.

(c) Effect of Termination

Upon termination of this Agreement, the provisions of this Agreement shall be of no further force and effect and none of the provisions of this Agreement shall survive the termination.

7. Termination Events

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

(i) after the Trust Acquisition, the Property is thereafter no longer “Indian country” within the meaning of federal law or is otherwise removed from trust or restricted status such that the Property is no longer held in trust by the United States for the benefit of the Tribe; or

(ii) the Property is determined by the Secretary, the NIGC or any court of competent jurisdiction to not be eligible for gaming under Section 20(b)(1)(B)(iii) of IGRA for any reason; or

(iii) the Restoration Act is amended or repealed prior to the Trust Acquisition.

8. Severability

To the extent allowed by law, the terms, covenants, conditions, provisions and agreements in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. The Parties agree that in the event any term, covenant, condition, provision or agreement in this Agreement is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or agreement shall in no way affect any other term covenant, condition provision or agreement in this Agreement.

9. Dispute Resolution Provisions

(a) Dispute Resolution

In an effort to foster good government-to-government relationships and to resolve any disputes in a productive manner, the Parties agree to the dispute resolution procedures set forth in this Section and as provided in **Exhibit E** with respect to environmental review and mitigation issues.

(b) Meet and Confer

The Parties shall make their best efforts to resolve claims of breach of this Agreement 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 implementation of the terms of this Agreement 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 Agreement.

(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 of notice, unless the Parties agree in writing to an extension of time.

(c) Legal Action

The Parties agree that if good faith negotiations fail to resolve the claims of breach within 30 days of the notice provided for in Section 9(b), an action may be brought to enforce the terms of this Agreement in the Superior Court of the County of dispute. The Parties stipulate that neither party shall seek removal or a change of venue, and that such Court, as well as any related appellate courts, shall have jurisdiction over these proceedings. In the event that the superior court lacks or declines to take jurisdiction, the Parties agree to submit the matter to the appropriate federal court. Except as may be specifically provided in this Agreement, the Parties agree not to assert and hereby waive any defense alleging governmental immunities, indispensable parties, exhaustion of tribal or administrative remedies, improper jurisdiction, improper forum, or forum non-conveniens.

(d) Remedies

(i) Injunctive Relief

The Parties hereby agree that in the event the Tribe breaches or is alleged to intend to breach this Agreement, the County may seek a temporary restraining order, preliminary or permanent injunction, or similar relief. If the County seeks injunctive relief in response to the Tribe's filing or intent to file an application to take lands into trust under Section 1405(a) of the Restoration Act, the Tribe shall not oppose the County action. The Parties specifically agree that Section 9(c) applies to any County request for injunctive relief.

(ii) Liquidated Damages

The Parties hereby agree that in the event the Tribe breaches Section 2 of this Agreement, the County would be damaged in ways that are difficult to calculate. Among other things, a breach of this Agreement would likely result in the federal government approving future trust applications and taking ownership of land within the County without a full discretionary review. It would also likely result in land development and construction without sufficient environmental review under NEPA or any other law, and without the full mitigation of impacts to the County and its residents as contemplated under this Agreement. The Parties agree that these impacts and resulting damages to the County would be significant.

The Parties further agree that it is difficult and impractical to estimate the extent and amount of actual damages the County would incur from a future breach of Section 2. Accordingly, the Parties agree that the Tribe shall pay to the affected County, as liquidated damages, 250 times the higher of the purchase price paid by the Tribe or its partners or the appraised market value of the relevant property at the time the Tribe acquires the property, if it makes application for additional lands to be placed into trust for its benefit pursuant to the Mandatory Provision, and 750 times the higher of the purchase price paid by the Tribe or its partners or the appraised market value of the relevant property at the time the Tribe acquires it, if such additional lands are placed into trust pursuant to the Mandatory Provision.

If the Parties cannot agree on the appraised market value of the property, the Parties shall select a mutually-acceptable MIA appraiser with at least five years experience in appraising real properties in the County to determine it. Disputes regarding the selection of a mutually-acceptable appraiser shall be resolved by neutral binding arbitration conducted consistent with **Exhibit E**.

The Parties agree that this provision is not intended to establish a penalty upon breach or a mechanism to compel performance. The Parties agree that this provision represents the Parties' best and most reasonable estimate of the range of harm that reasonably can be anticipated and would actually be incurred by the County upon breach of this Agreement. The Parties further agree that they were represented by counsel and had relatively equal bargaining power at the time of entry of this Agreement.

(iii) Breach by the County

In the event the County breaches this Agreement, as determined by the final decision of a court with jurisdiction to hear an action to enforce the Agreement, this Agreement shall be null and void.

(iv) Limitation on Other Damages

In no instance shall the Parties to this Agreement be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. The Parties agree not to assert any claim for damages or other relief which is not consistent with the provisions of this Agreement.

(e) Intervention

In the event of intervention by any additional party into any action referred to in Subsection 9(c) without the consent of the Parties, nothing herein shall be construed to constitute a waiver of sovereign or other immunities of the Tribe or the County with respect to any such third party.

(f) Actions

The express waivers and consents provided for in this Section 9(c) shall only extend to the following: civil actions consistent with this Agreement to seek applicable relief, including injunctive relief, declaratory relief, or liquidated damages. Except as stated herein or elsewhere in this Agreement, 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

Unless otherwise agreed by the Parties, 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 Agreement or otherwise shall be and remain confidential among the Parties to the extent not prohibited by applicable law.

10. Interpretation of the Graton Rancheria Restoration Act

The Tribe shall adopt a resolution, in substantially the form contained in **Exhibit D**, stating that it interprets the Restoration Act as allowing the Secretary to exercise discretionary authority over all future trust applications other than the Trust Acquisition, and that the Tribe



does not intend and will not file any future application requesting that the Secretary take into trust any lands within the County other than the Property under the mandatory acquisition provision. The Tribe shall forward a copy of the resolution and this Agreement to the Secretary, and agree to use its best efforts to obtain a letter or determination from the Secretary and/or the Office of the Solicitor stating that the Secretary would defer to the Tribe's interpretation of the Restoration Act.

11. Amendment of the Restoration Act

Once the Trust Acquisition has occurred, the Parties shall act in good faith and use their best efforts to seek and support an amendment to the Restoration Act eliminating mandatory authority over any future applications to take land into trust for the Tribe under the Restoration Act, such that no lands within the County other than the Property may be taken into trust for the Tribe under the Mandatory Provision. The Parties shall both agree in writing before proposing or supporting any other amendment to the Restoration Act. If other substantive amendments are offered by third parties that go beyond the specific purpose of the amendment(s) proposed by the Parties, then either Party may oppose the bill and any future attempts to amend the Restoration Act.

12. Declaratory Relief Action

Once the Trust Acquisition has occurred, and upon the request of the County, the Parties, or any of them, shall act in good faith and use their best efforts to file a declaratory relief action against the United States to establish the interpretation of the Restoration Act that limits the application of the Mandatory Provision by eliminating mandatory authority over any future applications to take land into trust for the Tribe under the Restoration Act. The wording of the complaint and the relief sought must be reviewed by both Parties. It is further understood that while the Tribe may act as a co-plaintiff in any such suit, it shall not be obligated to be the lead plaintiff in any such action. In the event of intervention in the lawsuit by any additional party hostile to either Party, nothing herein shall be construed to constitute a waiver of sovereign or other immunities of the Tribe or the County with respect to any such third party, and either Party may seek to dismiss the lawsuit.

13. Environmental Review and Mitigation Process

The Tribe agrees to follow the environmental review and mitigation process set forth in **Exhibit E** of this Agreement for future Tribal development projects other than the Casino Project, which is already subject to NEPA review and a process to determine appropriate mitigation.

14. General Plan and Zoning Consistency

The Tribe agrees that any future new Tribal development projects on Trust Lands that are subject to the environmental review and mitigation process set forth in **Exhibit E** shall be constructed, developed, and used in a manner compliant with the applicable County zoning code and consistent with all applicable County general plan provisions addressing land use, open

space, and resource conservation issues, including those in any general plan Land Use or Open Space and Resources Conservation Elements, in effect at the time of development, or, if seven years have passed since the Tribe first acquired the land, then with the applicable County zoning code and general plan policies in effect at the time the Tribe acquired the land or any point thereafter. Inconsistencies with surrounding land uses, if any, will be addressed as part of the environmental review and mitigation process set forth in **Exhibit E**. The Parties acknowledge that this provision is not intended to provide the Tribe rights inferior to the rights of private landowners or developers under California law now or in the future.

15. City and Special District Services

The Parties recognize the potential environmental and economic benefits associated with utilizing general as opposed to project-specific infrastructure improvements for sewer, water, electricity, and other utilities. Accordingly, the Tribe agrees to meet and confer with the appropriate jurisdiction for the purpose of negotiating an agreement for such services at commercially feasible rates available to any non-Indian developer, provided that the Tribe does not want to utilize an environmentally superior alternative.

16. Waiver of Sovereign Immunity

Subject to the provisions of this Section, the Tribe expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the County, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes. The Tribe's waiver of sovereign immunity is specifically limited to permitting, and does permit, the awards and orders by the Court as contemplated in Subsection 9(d). The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, (ii) disputes between the Tribe and the County that do not arise under this Agreement, or (iii) any other award that is inconsistent with Subsection 9(d). The Tribe's waiver of sovereign immunity pursuant to this Section waiver shall be ratified in a resolution of the Tribe's General Council in substantially the form attached as **Exhibit B**.

17. Representations and Warranties

Each Party hereby represents, warrants and covenants to the other Party as follows:

(a) Authority

Such Party has the legal power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) Due Authorization

The approval, execution, and delivery of this Agreement, and the performance by such Party of its obligations under this Agreement, have been authorized by all requisite actions of such Party.

(c) Due Execution and Delivery

The persons executing this Agreement on behalf of such Party are duly authorized to execute and deliver this Agreement in the name of and on behalf of such Party.

(d) Enforceability

This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and, once executed and delivered, cannot be invalidated pursuant to any subsequent action of the respective Board of Supervisors of the County or the Tribal Council or General Council of the Tribe, as applicable.

(e) No Conflict

The approval, execution, delivery and performance of this Agreement does not conflict with any other agreement to which such Party is a party and does not violate or require any action which has not been taken under any law, statute, rule, regulation, ordinance, general plan, specific plan or court order or decree applicable to such Party.

18. CEQA Review

The Parties' approving, executing and performing this Agreement, currently and in the future, are not activities that, within the meaning of CEQA: (a) are directly undertaken by the County or surrounding communities, (b) are supported, in whole or in part, through contracts, grants, subsidies loans or other forms of assistance by the County, or (c) involve the issuance of a lease, permit, license, certificate or other entitlement for use by the County. By approving, executing and performing this Agreement, the County has not, and is not, making any commitment to (a) issue a lease, permit, license, certificate or other entitlement for use; or (b) develop, construct or improve any facilities or cause any other physical changes in the environment.

19. Submission to Jurisdiction

The Parties acknowledge and agree that this Agreement is not intended to constitute, and shall not be construed as constituting, a submission by the Tribe to the jurisdiction of (i) the County or any or any of its subdivisions, departments, (ii) any of its respective officials, employees, inspectors or contractors, or (iii) any of its respective laws, rules, regulations, ordinances, general plans or specific plans. It is the intent of this Agreement that the Parties do consent to the jurisdiction of the court, as provided for herein, in an action seeking relief for breach of this Agreement.

20. Third Party Matters

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

21. Notice

All notices required by this Agreement shall 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 addresses as they may provide to the other Party from time to time:

For the County of Marin:

County Counsel  
Office of the Marin County Counsel  
3501 Civic Center Drive, Suite 275  
San Rafael, CA 94903  
ATTN: County Counsel  
Telephone: (415) 499-6117  
Fax: (415) 499-3796

With copies to:

County Administrator  
3501 Civic Center Drive, Room #325  
San Rafael, CA 94903  
ATTN: County Administrator  
Telephone: (415) 499-6358  
Fax: (415) 507-4104

For the Tribe:

Federated Indians of Graton Rancheria  
6400 Redwood Drive, Suite 300  
Rohnert Park, CA 94928  
ATTN: Chairperson  
Telephone: (707) 566-2288  
Fax: (707) 566-2291

With copies to:

Maier Pfeffer & Kim, LLP  
510 - 16th Street, Suite 302  
Oakland, CA 94612  
ATTN: John Maier, Esq.  
Telephone: (510) 835-3020  
Fax: (510) 835-3040

22. Governing Law

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

23. Construction of Agreement

This Agreement, together with all Exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations, drafts or other agreements, whether written or oral, relating to the subject matter hereof. In the event of a dispute between the Parties as to the language of this Agreement or any amendment to this Agreement or the construction or meaning of any term contained in this Agreement or any amendment to this Agreement, this Agreement or any amendment to this Agreement 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, either Party based on the preparation or negotiation of this Agreement or any amendment to this Agreement. The headings contained in this Agreement are for convenience of reference only and shall not effect this Agreement's construction or interpretation.

24. Binding Agreement

This Agreement is intended to be, and shall be construed to be, binding upon the Parties and all successors and successors-in-interest of each Party, including, in the case of the County, future County Boards of Supervisors, and, in the case of the Tribe, future Tribal Councils or General Councils, and shall restrict any lands acquired by the Tribe in the County. The County intends that its approval, execution, delivery and performance of this Agreement shall (not be construed to be an express or implied enactment, adoption or amendment of any zoning ordinance, general plan, special plan or elements thereof.

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

Date: \_\_\_\_\_, 2008

MARIN COUNTY, CALIFORNIA

\_\_\_\_\_  
Chair of the Board of Supervisors

APPROVED AS TO FORM BY  
MARIN COUNTY COUNSEL

Date: \_\_\_\_\_, 2008

By: \_\_\_\_\_  
Patrick Faulkner  
County Counsel

THE FEDERATED INDIANS OF THE  
GRATON RANCHERIA

Date: \_\_\_\_\_, 2008

By: \_\_\_\_\_  
Greg Sarris  
Chairperson

APPROVED AS TO FORM BY LEGAL  
COUNSEL FOR THE TRIBE

Date: \_\_\_\_\_, 2008

By: \_\_\_\_\_  
John Maier, Esq.  
Maier Pfeffer & Kim, LLP

EXHIBIT A  
TO MEMORANDUM OF AGREEMENT

[INSERT FEDERAL REGISTER NOTICE HERE]

EXHIBIT B  
TO MEMORANDUM OF AGREEMENT

[INSERT GENERAL COUNCIL RESOLUTION HERE]

EXHIBIT C  
TO MEMORANDUM OF AGREEMENT

[INSERT BOARD OF SUPERVISORS' RESOLUTION HERE]

EXHIBIT D  
TO MEMORANDUM OF AGREEMENT

[INSERT TRIBAL COUNCIL RESOLUTION HERE]

EXHIBIT E  
TO MEMORANDUM OF AGREEMENT

[INSERT ENVIRONMENTAL REVIEW AND MITIGATION PROCESS HERE]