

USE PERMIT

1. **PARTIES NAMED:** Heidi Reed, as Trustee for the Tanner Gift Trust dated July 11, 1983, hereinafter referred to as PERMITTOR, hereby permits County Service Area 60, hereinafter referred to as CSA-60, to use a total of approximately 20.06 acres of vacant land located west of the Apple Valley Airport, consisting of approximately 5.47 acres and more commonly identified as Assessor Parcel Number 0463-372-60-0000, approximately 6.35 acres and more commonly identified as Assessor Parcel Number 0463-372-62-0000, and approximately 8.28 acres and more commonly identified as Assessor Parcel Number 0463-372-49000. in Apple Valley, CA (collectively, the "Use Area") as generally shown on Exhibit "A" attached hereto.
2. **TERM:** The term of this Permit is limited to a seventy-two-hour period from 12:00 a.m. on October 10, 2025 through 11:59 p.m. on October 12, 2025.
3. **USE:** CSA-60 may use the Use Area for an overflow parking area in conjunction with the Apple Valley Airshow ("Event"), and for any purpose CSA-60 determines is necessary in conjunction with the Event.
4. **CONSIDERATION:** CSA-60 will pay a fee in the total amount of Two Thousand Six Hundred and Fifty Dollars (\$2,650.00), to be paid in advance prior to October 11, 2025, Any amount not paid when due shall accrue a late payment charge from the due date until paid in full at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. and CSA-60 will be responsible for any cleanup of the Use Area. Payment shall be due within thirty (30) days of receipt of Board approval (Net 30).
5. **INSURANCE:** CSA-60 is a self-insured public entity for the purpose of general liability and workers' compensation.
6. **ATTORNEY'S FEES AND COST:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against CSA-60.
7. **HOLD HARMLESS:** CSA-60 agrees to indemnify and hold harmless the PERMITTOR, its officers, employees, agents and volunteers from liabilities for injury to persons and damage to property to the extent arising out of any negligent act or omission of CSA-60, its officers, employees, agents or volunteers in connection with CSA-60's use of the Use Area.
8. **TERMINATION:** CSA-60 may terminate this Permit at any time and for any reason prior to and including October 11, 2025, by giving written notice of CSA-60's intent to terminate. In the event of termination, CSA-60 will be refunded the paid fee, or if not yet paid, will not be required to pay the fee to PERMITTOR as set forth in Paragraph 4, Consideration.
9. **ASSIGNMENT AND TRANSFER:** CSA-60 is not allowed to assign or transfer this Permit to any other person, group or organization.
10. **RELEASE OF INFORMATION:** Any information or other materials submitted by PERMITTOR in connection with this Permit are for the exclusive use of CSA-60, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or other material is made to CSA-60, CSA-60 will make good faith efforts to notify the PERMITTOR of the request and will thereafter disclose the requested information unless the PERMITTOR request nondisclosure and agrees to indemnify, defend with counsel approved by CSA-60, and hold CSA-60 harmless in any/all actions brought to require disclosure. The PERMITTOR waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event CSA-60 fails to notify PERMITTOR of any such disclosure request and/or releases any information received from the PERMITTOR.
11. **NOTICES:** Any notices required by this Permit shall be in writing and delivered as follows, in person or by first class mail, postage pre-paid, certified or registered, return receipt requested, to the addresses

stated herein. Notice shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if notice is sent by United States mail, postage, prepaid, certified or registered, return receipt.

CSA-60 Address: County Service Area 60
Real Estate Services Department
385 N. Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

PERMITTOR Address: Heidi Reed, Trustee
Tanner Gift Trust dated July 11, 1983
14733 Willow Creek Lane
Chino Hills, CA 91709

13. **ELECTRONIC SIGNATURES:** This Permit may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Permit. The parties shall be entitled to sign and transmit an electronic signature of this Permit (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Permit upon request.
14. **AUTHORIZED SIGNATORS:** Both parties to this Permit represent that the signators executing this document are fully authorized to enter into this Permit.

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15. **ENTIRE AGREEMENT:** This Permit constitutes the entire agreement between the parties. No modifications or waiver will be binding unless made in writing and signed by both parties.

CSA 60: COUNTY SERVICE AREA 60

**PERMITTOR: HEIDI REED, TRUSTEE
TANNER GIFT TRUST DATED JULY 11, 1983**

By: _____
Dawn Rowe, Chair
Board of Supervisors

By: _____
Heidi Reed

Title: Trustee

Date: _____

Date: _____

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

By: _____
(name)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title: _____

Date: _____

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
John Tubbs II, Deputy County Counsel

Date: _____

EXHIBIT "A"

USE AREA

