

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21117

SAP Number

### Regional Parks Department

Department Contract Representative Beahtha R. Davis  
Telephone Number (909) 387-2340

Contractor Lake Gregory Community Recreation Company  
Contractor Representative Steve Garcia  
Telephone Number 559-273-4667  
Contract Term 15 Year Term  
Original Contract Amount \_\_\_\_\_  
Amendment Amount \_\_\_\_\_  
Total Contract Amount \_\_\_\_\_  
Cost Center 6522141000

**Briefly describe the general nature of the contract:**

The purpose of this Agreement is to establish a contractual relationship whereby Lake Gregory Community Recreation Company will manage for the County the day to day operations on the majority of Lake Gregory Regional Park.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

[Signature]  
Dawn Martin, County Counsel

Date 2/8/21

Reviewed for Contract Compliance

\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

[Signature]  
Beahtha R. Davis, Director

Date \_\_\_\_\_

**COUNTY OF SAN BERNARDINO**  
**OPERATION AND MANAGEMENT AGREEMENT**

**REGIONAL PARK:** Lake Gregory Regional Park  
24171 Lake Drive  
Crestline, CA

**COUNTY:** County of San Bernardino

**COUNTY'S NOTICE ADDRESS:** County of San Bernardino  
Regional Parks Department  
777 E. Rialto Avenue  
San Bernardino, California 92415-0831

**OPERATOR:** Lake Gregory Community Recreation Company

**OPERATOR'S NOTICE ADDRESS:** Lake Gregory Community Recreation Company  
359 Thousand Pines Road  
Crestline, Ca 92325

**OPERATOR'S TELEPHONE NO.:** 559-273-4667

**OPERATOR'S FACSIMILE NO.:**

**PREMISES:** The entirety of Lake Gregory Regional Park, exclusive of the County's lease with Crest Forest Senior Citizens at the Leisure Shores building and 36 dedicated parking spaces associated with the building use, as those areas are delineated on Exhibit "A" Premises-Legal Description and Plat.

**USE:** The purpose of this Agreement is to establish a contractual relationship whereby Lake Gregory Community Recreation Company will manage for the County the day to day operations on the majority of Lake Gregory Regional Park ("Management Area")

**COMMENCEMENT DATE:** Upon mutual execution of this Agreement

**MANAGEMENT FEE  
COMMENCEMENT DATE:** Upon mutual execution of this Agreement

**TERM**

Commencing on the Commencement Date and expiring fifteen (15) years thereafter with two five year options unless earlier terminated in accordance with this Agreement

**OPTION TO EXTEND  
TERM:**

Two (2) options to extend the Term for two (2) periods of five (5) years each

**EXHIBITS**

- "A" Premises – Legal Description and Plat
- "B" Prevailing Wage Requirements
- "C" List of Permitting Agencies
- "D" List of Former County Officials
- "E" Existing Encumbrances
- "F" County Equipment

The Reference Pages are incorporated into and made a part of the Agreement. In the event of any conflict between any terms on the Reference Pages and the terms in the Agreement, the terms in the Agreement shall control. This Agreement includes the foregoing Exhibits all of which are made a part of this Agreement.

IN WITNESS THEREOF, the parties executed this Agreement.

COUNTY: County of San Bernardino

OPERATOR: Lake Gregory Community Recreation Company

By: *Curt Hagman*  
Curt Hagman, Chairman  
Board of Supervisors

DocuSigned by:  
*Michael Pate*  
By: \_\_\_\_\_  
Title: Manager

Dated: FEB 09 2021

Dated: 2/16/2021

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

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

DocuSigned by:  
*SA*  
By: \_\_\_\_\_  
Title: Manager  
  
2/16/2021

By: *[Signature]*  
Deputy



APPROVED AS TO LEGAL FORM

MICHELLE D. BLAKEMORE, County Counsel  
San Bernardino County, California

By: *[Signature]*  
Dawn Martin, Deputy County Counsel

Dated: 2/17/21

**SAN BERNARDINO COUNTY  
LAKE GREGORY REGIONAL PARK  
OPERATIONS AND MANAGEMENT AGREEMENT**

1. **PURPOSE.** The purpose of this Operations and Management Agreement (“Agreement”) is to establish a contractual relationship whereby Lake Gregory Community Recreation Company (“OPERATOR”) will manage for the County of San Bernardino (“COUNTY”) the day to day operations of the Lake Gregory Regional Park (“Park”) exclusive of the County’s lease with Crest Forest Senior Citizens at the Leisure Shorts building and 36 dedicated parking spaces associated with the building use (“Management Area”), as those areas are delineated on Exhibit “A’ Premises-Legal Description and Plat. COUNTY and OPERATOR may be collectively referred to herein as “Parties.”

2. **TERM.**

A. **Term.** The obligations of the Parties pursuant to this Agreement shall commence for a period of 15 years on the Commencement Date and shall expire on upon the expiration or earlier termination of the Term as set forth in the Reference Pages.

B. **Option to Extend Term.** With regards to the two five year options that OPERATOR is given to extend the Agreement Term (“Agreement Term Extension Option”), the following provisions shall apply:

i. **Operator’s Option Notice.** OPERATOR shall notify COUNTY of OPERATOR’s intention to exercise OPERATOR’s Agreement Term Extension Option by giving written notice of the exercise of each said option (“Agreement Term Extension Notice”) to COUNTY, which notice must be received by COUNTY by no later than six (6) months prior to the expiration of the then current Agreement Term.

ii. **Options Personal to Original OPERATOR.** Each Agreement Term Extension Option granted to OPERATOR in this Agreement is personal to the original OPERATOR and cannot be voluntarily or involuntarily assigned or exercised by any person or entity other than said original OPERATOR, unless prior written consent is granted by the COUNTY.

iii. **Effect of Default on Extension Options.** If OPERATOR has committed a Non-curable Default at any time during the Term of this Agreement or any extended Agreement Term or has committed a material curable Default on more than two (2) occasions during the Term of this Agreement or any extended Agreement Term, requiring notice from the COUNTY, OPERATOR shall have no right to exercise any Agreement Term Extension Option and the Agreement Term Extension Notice, if given by OPERATOR, shall be totally ineffective. If OPERATOR is in material Default on the date the extended Agreement Term is to commence, the extended Agreement Term shall not commence and this Agreement shall automatically expire at the end of the then current Agreement Term.

iv. **Multiple Options.** Each Agreement Term Extension Option shall only be exercised individually and sequentially and a later Extension Option cannot be exercised unless the prior Agreement Term Extension Option has been validly exercised. Any lapse in the sequential exercise of the Agreement Term Extension Options shall void any and all remaining Agreement Term Extension Options.

v. **Provisions of Agreement on Extension Options.** If OPERATOR exercises an Agreement Term Extension Option, the Term of the Agreement shall be extended on the same terms and conditions as this Agreement, except that any payment for the operation and management services to the OPERATOR by the COUNTY and/or by payment by OPERATOR to the COUNTY, including but not limited to, any Management Fee amount and Improvement Fund amounts (as defined herein) for each extended term shall be adjusted by good faith negotiation of the parties. If the parties have been unable to agree to said amounts within five (5) months after COUNTY's timely receipt of OPERATOR's Agreement Term Extension Notice, the COUNTY has the right to terminate the Agreement by giving termination notice to the OPERATOR no less than thirty (30) days prior to the end of the current Agreement Term.

C. **Renegotiation.** Should OPERATOR, during the first 60 months of the Term hereof conclude, in its reasonable business judgment, that OPERATOR cannot realize a reasonable profit (as herein defined) in operation of the Park pursuant hereto, OPERATOR shall give written notice thereof to the County. Within 30 days of the date of such notice, OPERATOR and COUNTY will meet and will use their mutual good faith efforts to negotiate such revisions to this Agreement as will permit the OPERATOR to operate the Park while realizing a reasonable profit therefrom. If, despite such good faith efforts, OPERATOR and COUNTY cannot reach agreement of revisions hereto which, in the reasonable determination of OPERATOR, do not permit OPERATOR to realize a reasonable profit from operation of the Park, OPERATOR may give written notice to the COUNTY of OPERATOR's election to terminate this Agreement, in which case this Agreement shall terminate 180 days following the giving of such Notice; provided, however, that if such date of termination will occur between Memorial Day and Labor Day, the date of termination will be the first weekday following Labor Day. For purposes of this section 2-C, a reasonable profit shall mean an annual profit of not less than \$75,000. Additionally, and without limiting the foregoing, if at any time during the Term hereof, the property and/or possessory interest taxes to be paid by OPERATOR pursuant to section 3-W below exceed, or are increased so that they will exceed, for any fiscal year, the sum of Twenty Thousand Dollars (\$20,000), OPERATOR shall give written notice thereof to the County. Within 30 days of the date of such notice, OPERATOR and COUNTY will meet and will use their mutual good faith efforts to negotiate such revisions to this Agreement as will limit OPERATOR's annual responsibility for such taxes to \$20,000.00. If, despite such good faith efforts, OPERATOR and COUNTY cannot reach agreement of revisions hereto to achieve such limit, OPERATOR may give written notice the COUNTY of OPERATOR's election to terminate this Agreement, in which case this Agreement shall terminate at the latter of: (i) 90 days following the giving of such Notice; or (ii) the last day of the fiscal year immediately preceeding the fiscal year for which such increase in taxes takes effect.

### 3. OPERATOR RESPONSIBILITIES.

The OPERATOR is, at minimum, responsible for the following items:

- A. Manage the day to day operation of the Management Area of the Park, ensuring public access to all core services (as defined in subsection C below).
- B. Maintain all proper permitting and insurance for the Management Area of the Park.
- C. Subject to Section 11 below, retain and effectively operate successfully all core services, which include camping (once in operation), swimming and waterpark facility, fishing, watercraft rentals, snack bar concessions, maintenance of trails and open space areas, maintenance of amenities such as skate park and dog park, and all services currently carried on and associated with San Moritz Lodge.
- D. Maintain hours of operation for the Park areas open to the public as follows:
  - i. San Moritz Lodge to be open daily, excluding Christmas day.
  - ii. Parking lots to remain open year-round.
  - iii. Boat docks shall be accessible March 1<sup>st</sup> through December 31<sup>st</sup> annually.
  - iv. Swim Area shall be in operation Memorial Day through Labor Day annually.
  - v. Camp Switzerland shall be in operation year-round once development and construction is completed.
  - vi. Trails and fishing shall be offered year-round.
  - vii. Senior Lunch Program shall operate year-round at the San Moritz Lodge.
- E. Subject to Section 11 below, pay all costs associated with maintenance and repair of all facilities, utility repairs, amenities, and equipment used in the day to day operation of the Management Area of the Park. The County would not be responsible for any maintenance except for what is specifically called out later in this agreement. Additional tasks are identified below:
  - i. Trail maintenance.
  - ii. Snow removal.
  - iii. Trash pickup.
  - iv. Routine maintenance and repairs to all facilities and amenities including sewage/sanitation system and water.

v. Mowing and landscaping.

F. Camp Switzerland Development

i. Develop design for Camp Switzerland by January 2, 2022. Final design must be mutually approved by the OPERATOR and the Director of Regional Parks.

ii. Complete design and construction of Camp Switzerland by March 1, 2023; so long as the Capital Investment Improvement Fund and the provided for in section 6 below contains, taking into account other improvements required or contemplated hereby, adequate funds for completion of such design and construction.

G. Pay all utility use costs including telephone, internet, solid waste tipping fees, metered electrical, gas, water and sewer.

H. Notify COUNTY of any fee changes. All fees and recommended changes must be submitted to the Director of Regional Parks Department at least sixty (60) days in advance to allow for COUNTY review, consideration and approval prior to OPERATOR implementing such fees, rates and charges. Rates and charges approval shall apply to services provided including Park entrance, building and related facility use, parking, fishing access fees and related passes and will be determined by a meet and confer process between OPERATOR and COUNTY. Fees for Special Events and access, Food sales, Catering, Retail sales and rental rates for equipment shall be excluded from COUNTY review as such purchases represent willing seller willing buyer transactions. COUNTY shall not unreasonably disapprove any fee changes after taking into account the cost to the OPERATOR of carrying out the OPERATOR's obligations hereunder and OPERATOR's ability to achieve a reasonable profit from such activities.

I. Comply, subject to the terms hereof with regard to payment of the cost of rehabilitation and replacement of buildings, improvements and facilities contained in and/or comprising the Park, with all regulatory agencies as required for all day to day operations and to maintain and repair all shelters, restrooms, play park apparatuses, water slides, fountains, docks and trails. Notwithstanding the foregoing, or any other provision of this Agreement to the Contrary, OPERATOR shall have no obligations, of any type whatsoever, to maintain, repair, replace or otherwise be responsible (except as to taking no action to damage) the Lake Gregory Dam or any portion or part thereof, or any equipment or facility, such as gates, bypasses and spillways, which are a part of or operated in support of the Lake Gregory Dam

J. Administer the fishing access program including the ability to stock approved fish from both private and California Department of Fish and Wildlife sources under a Cooperative Fisheries Program maintained by the COUNTY. Such program shall also include a Fishing Access Pass fee collected at the point of use on the premises which shall be used to offset the cost of private stocking and which when collected shall not be considered revenue to the OPERATOR for the purposes of Gross Income as defined herein under Paragraph 5.C. The fund shall be maintained in a separate deposit account and shall be used for specific

expenditures including the cost to stock fish, public education regarding fishery and related subjects and the administrative cost for managing the program and collecting the Fishing Access Pass by fee tube collections, hand collections and advanced sales over the counter. OPERATOR will be responsible for any out-of-State stocking fees.

K. Not cause and use its best efforts to prevent, within the scope of the services hereby called for by OPERATOR, the degradation of the water quality of Lake Gregory. OPERATOR shall continue not to permit the use of gas-powered motorcraft on Lake Gregory for patron use. OPERATOR further recognizes that pollution and/or water quality damage may occur to Lake Gregory due to swimming, boating and other related water activities on Lake Gregory. Therefore, OPERATOR shall be held responsible for any pollution and/or water quality damage caused by its employees, volunteers, agents, members, guests, and patrons, which may include, but not be limited, to remedial action to remedy the water quality of Lake Gregory,. Nothing in this section 3-K or elsewhere in this Agreement is intended or shall be interpreted to make OPERATOR responsible or liable for any pollution, discharge of toxic or controlled substances or water quality damage or degradation at Lake Gregory not resulting from the activities of OPERATOR hereunder or caused by persons not under OPERATOR's reasonable control.

L. OPERATOR shall guarantee the COUNTY five (5) days annually for COUNTY purposes at the San Moritz Lodge. COUNTY shall provide a minimum of sixty (60) days' notice in advance of such day to the OPERATOR.

M. Permit the Air Quality Management District (AQMD) trailer to remain on the Premises.

N. Develop and implement a marketing plan to promote Park use and activities.

O. Provide Point of Sale system for all transactions.

P. Develop and implement a capital development plan for the Park.

Q. Develop and implement overnight camping/glamping in the Camp Switzerland portion of the Park to be finalized by year three.

R. Host and coordinate weddings, receptions and other special events.

S. Book services, catering and concession services, decorating services, maintenance services and all other services in connection with the management, promotion and operation of the Park.

T. Ensure that the San Moritz Lodge is available for the following Senior Center activity, providing senior lunches a minimum of two days a week and coordinating special events in collaboration with the Crest Forest Senior Citizens' Club; provided, however, that OPERATOR's obligations shall be limited to making the San Moritz Lodge available for such activities, and OPERATOR shall have no

obligation to conduct or assure such activities are conducted and shall have no liability arising therefrom.

U. Set aside \$150,000 to the Capital Investment Improvement Fund pursuant to section 6 below, for construction, modernization and improvement projects to the Park as may become necessary or appropriate.

V. Annually, contribute Fifty Thousand Dollars (\$50,000) to the Capital Investment Improvement Fund established pursuant to section 6 below.

W. Subject to section 2-C above, pay any property and/or possessory interest taxes imposed based upon a determination that the Agreement herein granted constitutes a taxable interest.

#### **4. COUNTY RESPONSIBILITIES**

The COUNTY will be responsible for the following items:

A. Management of Lake Gregory Dam and Lake to include the spraying of aquatic weeds, dredging of lake, water testing, dam related maintenance and testing, but excluding OPERATOR Responsibilities to Lake Gregory as specified under Paragraph 3, subsection K;

B. All other obligations and duties with respect to the Lake Gregory Regional Park not specifically assigned to OPERATOR by this Agreement

#### **5. OPERATIONS AND MANAGEMENT FEES.**

A. OPERATOR shall be responsible for collection and retention of all fees and revenues generated within the Management Area. COUNTY agrees that OPERATOR shall retain all monies obtained from fees.

B. The COUNTY will pay the OPERATOR a management fee of \$50,000 annually for the period of January 1, 2021 through December 31, 2021, January 1, 2022-December 31, 2022, and January 1, 2023-December 31, 2023 based on the gross income level received by the OPERATOR if the annual gross income level is below \$1,250,000. If the gross income level is above \$1,250,000, COUNTY will not pay OPERATOR.

C. **GROSS INCOME:** The term "Gross Income", as used in this Agreement, is defined as all money, cash, receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, rentals, sponsor payments, fees and commissions made, or earned, and all gross sums received by OPERATOR, its suboperators, assignees, or successors in interest, when collected or accrued, from any business, use or occupation, or any combination thereof, originating, transacted or performed, in whole or in substantial part, on the Management Area, including, but not limited to, rental, the rendition or supplying of services, and the sale of goods, wares or merchandise, coin machines or devices of any nature. Gross Income in credit card transactions shall include only the actual amount received by OPERATOR from the credit card issuer. Gross Income shall not include returns, refunds and exchanges.

i. There will be no deduction from Gross Income of any overhead or expense of operation, such as, but without limitation to, salaries, wages, cost of goods, advertising, interest, debt amortization, discount, collection, maintenance, repairs, insurance and taxes, except as specifically provided for herein.

ii. Gross Income will include the amount of any manufacturers or importer's excise tax included in the prices of any property or material sold, even though the manufacturer or importer is also the retailer thereof; and it is immaterial whether the amount of such excise tax is stated as a separate charge.

iii. Gross Income, however, will not include:

(a). Federal, State of California ("State"), Municipal sales, use and excise taxes, required to be collected by OPERATOR, its suboperators, assignees or successors in interest in connection with the rendering or supplying of services, goods, wares or merchandise, or other taxes collected from the consumer (regardless of whether the amount thereof is stated to the consumer as a separate charge) and paid periodically by OPERATOR to a governmental agency, accompanied by a tax return or statement. But, the amount of such taxes will be shown on the books and records elsewhere herein required to be maintained.

(b). Receipts from the administration of the fishing access program as detailed herein under Paragraph 3(J).

(c). The Management Fee as that term is defined herein in Paragraph 5.B.

**6. CAPITAL INVESTMENT IMPROVEMENT FUND.**

A. The COUNTY agrees to contribute one time monies in an amount of \$1,650,000 into a "Capital Investment Improvement Fund" intended for the purpose of paying for construction, modernization and improvements to the Park and its facilities, including necessary rehabilitation, rebuilding and replacement of buildings, structures, facilities and improvements in the Park, as well as such other uses as COUNTY and OPERATOR may mutually agree. The Parties shall meet and confer to discuss such uses prior to the expenditure of monies from the Capital Investment Improvement Fund. However, to the extent the Parties cannot agree as to how the expenditures of such funds are to be allocated, the COUNTY shall have the final determination and approval. In the event that the COUNTY fails to approve expenditures from the Capital Improvement Fund for, or there are insufficient monies in such Fund for, any improvement called for hereby which are stated or contemplated to be paid for from the Capital Improvement Fund including, without limitation, any additional monies to contributed thereto by COUNTY as provided for in section 11 below, OPERATOR shall not be in default hereunder by failing to complete such improvements.

B. The Capital Investment Improvement Fund shall be maintained by the COUNTY as separate interest bearing funds and are subject to the COUNTY procurement process and, if necessary, approval by the Board of Supervisors, for expenditure of funds.

C. If, upon completion of the Term of this Agreement which occurs 15 years or more following the Commencement Date and which occurs for any reason other than a default by OPERATOR, there is more than One Hundred and Fifty Thousand Dollars (\$150,000.) in the Capital Investment Improvement Fund which has not been set aside or earmarked for specific projects in the Park by mutual agreement of the OPERATOR and COUNTY ("Excess Fund Amount"), such Excess Fund Amount shall be returned to OPERATOR within 30 days of the date of such completion of the Term hereof; provided, however that the Excess Fund Amount returned to OPERATOR pursuant to this 6-C shall in no event exceed the aggregate of the OPERATOR's contributions to the Capital Investment Improvement Fund made pursuant to section 3-V above.

7. **BUDGET.**

A. OPERATOR will prepare a proposed annual operating budget and annual cash flow budget for each fiscal year for the OPERATOR's operation of the Park as herein contemplated using the historical budgetary data and consistent with the budget escalation provisions of this Section. OPERATOR shall submit each Fiscal Year's budget to the Director of Regional Parks Department by March 15 of each year. The proposed annual operating budget prepared by OPERATOR shall include projected Operating Expenses and Operating Revenues on a line item basis. The line items shall include, but not be limited to, the following categories:

- i. Projected Operating Expenses:
  - (a) Employee payroll, benefits, 401(k) contribution, relocation costs, bonus and related costs;
  - (b) Operating supplies (including general office supplies);
  - (c) Advertising, marketing, group sales, and public relations;
  - (d) Cleaning;
  - (e) Data processing and storage and other related information technology;
  - (f) Dues, subscriptions and memberships;
  - (g) Printing and stationary;
  - (h) Postage and freight;
  - (i) Equipment and rental;
  - (j) Repairs, maintenance, and equipment servicing
  - (k) Security;
  - (l) Telephone and communication;
  - (m) Travel and entertainment;
  - (n) Employee uniforms and identification;
  - (o) Exterminator and trash removal;

- (p) Training;
- (q) Utilities;
- (r) Professional fees, including accounting and legal fees (including audit expenses);
- (s) Commissions and other fees payable to third parties;
- (t) Insurance; and
- (u) Taxes, but excluding any possessory interest tax arising from any determination by the County of San Bernardino Assessor that the license granted herein under constitutes a taxable interest, except any possessory use tax as a result of OPERATOR's self-promoting activities (e.g., booking an event for OPERATOR, whereby OPERATOR benefits beyond the consideration provided hereunder for its services).
- (v) A reasonable allocation of costs directly associated with OPERATOR and its affiliate companies providing human resources, legal, and finance services for Facility operations.
- (w) Costs associated with providing Food and Beverage Services, e.g. inventory, labor, licenses, and the like.

ii. Projected Operating Revenues:

- (a) Advertising;
- (b) Telephone and fax;
- (c) Parking;
- (d) Rentals;
- (e) Equipment charges;
- (f) Food and beverage;
- (g) Retail sales;
- (h) Electrical;
- (i) Catering;
- (j) Box Office fees;
- (k) Advertising and naming rights;
- (l) Interest;
- (m) Leases; and
- (n) Other miscellaneous forms of revenue.

A. Operating Revenues do not include applicable excise, sales, occupancy and use taxes, or similar governmental taxes, duties, levies or charges collected directly from patrons or guests, or as a part of the sales price of any goods, services, or displays, such as gross receipts, admission,

cabaret, or similar or equivalent taxes, nor any gratuities collected (or to be collected) for the benefit of and paid to any of OPERATOR's personnel. Furthermore, Operating Revenues do not include (i) monies collected (or to be collected) for the benefit of and paid to third parties such as event promoters. The annual budgets referred to in subparagraph (a) that are submitted each year shall only contain (i) increases in the Operating Expenses to the extent consistent with projected cost increases; or (ii) the percentage increase represented by the percentage change in the Consumer Price Index -- All Urban Consumers (CPI-U) -- West Region -- All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is greater. Any proposed operating budget showing increases in Operating Revenue shall be substantiated with sufficient documentation. The Director of Regional Parks Department shall receive all relevant data and documentation required at his/her sole discretion to substantiate Operating Revenue or projected cost increases in any submitted budget.

B. Within thirty (30) days before the end of each Fiscal Year, COUNTY shall notify OPERATOR of any changes to the annual operating budget and the annual cash flow budget for the succeeding Fiscal Year proposed by OPERATOR. Any such changes shall be accompanied by good faith rationale for the changes, taking into account the anticipated required revenues and costs of meeting the OPERATOR's obligations hereunder. The budgets shall be subject to approval by the County Administrative Office, which approval shall not be unreasonably withheld and shall be the Approved Budget for the following Fiscal Year.

## 8. **INSURANCE.**

a. **Basic Insurance Requirements.** Without in any way affecting OPERATOR's obligation to defend and indemnify COUNTY as herein provided, and in addition thereto, OPERATOR shall secure and maintain the following types of insurance, with the following minimum limits throughout the Term of this Agreement:

i. Workers' Compensation/Employers Liability. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of OPERATOR and all risks to such persons under this Agreement.

If OPERATOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by COUNTY'S Director of Risk Management.

If, OPERATOR is a non-profit corporation, organized under California or Federal law, volunteers for OPERATOR are required to be covered by Workers' Compensation insurance.

ii. Commercial/General Liability Insurance. OPERATOR shall carry General Liability Insurance covering all operations performed by or on behalf of OPERATOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

iii Commercial Property Insurance providing all risk coverage for the premises building, fixtures, equipment and all property constituting a part of the premises. Coverage shall, subject to a deductible or self insured retention not exceeding \$25,000., be sufficient to insure One Hundred percent (100%) of the replacement cost,

Or

Fire Insurance-Standard fire and extended peril coverage insurance adequate to cover OPERATOR's personal property and improvements located on the premises,

And/or

Fire Legal Liability Insurance-Adequate, subject to a deductible or self insured retention not exceeding \$25,000., to cover the full replacement cost value of the COUNTY's structures and property.

iv. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If OPERATOR is transporting one or more non-employee passengers in the OPERATOR's use of the Premises or OPERATOR's performance of its obligations under this Agreement, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If OPERATOR owns no autos, a non-owned auto endorsement to the general liability policy described above is acceptable.

v. Environmental Liability Insurance. Environmental liability insurance with a combined single limit of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence..

vi Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**b. Required Policy Provisions.** Each of the insurance policies which OPERATOR is required to procure and maintain as part of this Agreement shall include the following provisions:

i. Additional Insured. All policies, except for the Workers' Compensation, shall contain endorsements naming COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the OPERATOR's use of the Park and OPERATOR's performance of its obligations under this Agreement. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

ii. Waiver of Subrogation Rights. OPERATOR shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit OPERATOR and OPERATOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. OPERATOR hereby waives all rights of subrogation against COUNTY.

iii. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

iv. Severability of Interests. OPERATOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between OPERATOR and COUNTY or between COUNTY and any other insured or additional insured under the policy.

v. Proof of Coverage. OPERATOR shall furnish Certificates of Insurance to the San Bernardino Regional Parks Department evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to San Bernardino Regional Parks Department and OPERATOR shall maintain such insurance until this Agreement is terminated. Within fifteen (15) days of approval of this Agreement, OPERATOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

vi. Acceptability of Insurance Carrier. Unless otherwise approved by COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

vii. Deductibles: Any and all deductibles or self-insured retentions in excess of \$10,000.00 shall be declared to and approved by County's Risk Management.

viii. Insurance Review. Insurance requirements are subject to periodic review by COUNTY. COUNTY'S Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever COUNTY'S Department of Risk Management determines that any of the required insurance is not available,

is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, COUNTY'S Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY'S risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. OPERATOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of Regional Parks Department or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Regional Parks or COUNTY.

ix Failure to Procure Insurance. All insurance required must be maintained in force at all times by OPERATOR. Failure to maintain said insurance, due to expiration, cancellation, or other reasons shall be cause for COUNTY to give notice to immediately suspend OPERATOR'S use of the Management Area. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this Agreement, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by OPERATOR to COUNTY upon demand but only for the pro rata period of non-compliance.

x. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with OPERATOR in OPERATOR'S use.

xi. OPERATOR agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Premises and the performance of OPERATOR'S obligations hereunder to provide insurance covering the contracted operation with the basic requirements in this Paragraph 8 (including waiver of subrogation rights) and naming COUNTY as an additional insured. OPERATOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

9. **INDEMNIFICATION.** OPERATOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of; (i) OPERATOR'S breach of this Agreement; and (ii) the negligent, grossly negligent, reckless or intentional misconduct of OPERATOR, its employees agents and subcontractors in carrying out OPERATOR'S obligations hereunder; provided, however, that OPERATOR'S indemnity obligations shall not extend to the extent that any claim, liability, action, loss or damage is caused or contributed to by the gross negligence or willful misconduct of COUNTY, its employees agents and subcontractors.

## 10. **IMPROVEMENTS.**

A. OPERATOR may construct buildings or other improvements on the Management Area ("Improvements"), provided that said Improvements shall be approved in writing by COUNTY prior to the commencement of any work and provided further that all Improvements are completed in: (i) accordance with the plans and specifications approved by COUNTY, (ii) a good and workmanlike manner, (iii) conformity with all county, city, state and

federal regulations, any and all applicable permits for the Regional Park. OPERATOR shall provide COUNTY with not less than ten (10) days' notice prior to the commencement of any work in, on, or under the Management Area for the approved Improvements so that COUNTY, at COUNTY'S option, may post a Notice of Non Responsibility as provided by law. All work shall be completed by duly licensed and insured contractors, which contractors shall be acceptable to COUNTY. COUNTY makes no representation with respect to the applicability of public bidding procedures or requirements for the payment of prevailing wages hereunder. In the event OPERATOR contracts for the construction of any Improvements or portion thereof, OPERATOR shall comply with the applicable provision of the California Public Contract Code 22000 through 22045 regarding bidding procedure and Labor Code Section 1720.2 and 1170 et seq. regarding general prevailing wages, including the provisions set forth in Exhibit "B", Prevailing Wage Requirements. OPERATOR shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and volunteers from any claims, actions, losses, damages, and/or liability arising out of the obligations set forth in this section 10-A. OPERATOR's indemnity obligation shall survive the OPERATOR's tenancy and shall not be limited by the existence or availability of insurance. All approvals required by COUNTY in this paragraph, including all sub-paragraphs, shall be granted or denied in COUNTY's sole discretion.

**B. Plans and Specifications.** Prior to the commencement of any construction at the Management Area, OPERATOR shall provide COUNTY with a complete set of Working Plans and Specifications for the proposed Improvements to the Management Area and a proposed schedule for the construction of said improvements. COUNTY's review of OPERATOR's plans and specifications, as well as COUNTY's consent to the construction of the proposed Improvements, shall not constitute a representation of the adequacy of the plans or specifications or expose COUNTY to any liability.

**C. Performance and Payment Bonds.** As a condition of COUNTY's consent to OPERATOR's proposed construction of any Improvements at the Management Area, OPERATOR shall furnish a performance bond and a labor and material (payment) bond (if applicable to OPERATOR's requested improvements) to COUNTY prior to the commencement of any construction. The bonds shall be issued by a surety qualified to do business in the State of California and shall be in an amount equal to one hundred percent (100%) of the estimated cost of construction. The bonds shall also name COUNTY as obligee and shall provide that in the event OPERATOR does not complete the proposed construction in accordance with the Construction Plans and/or Construction Schedule, the surety shall complete the construction or at COUNTY's option and upon COUNTY's demand shall return the Management Area to grade. The COUNTY's Director of the Regional Parks Department is authorized, but not required, to accept substitute security under such terms and conditions as the Director determines, in lieu of the above performance, and labor and material bonds described in this paragraph.

**D. Cost of Construction.** Subject to section 11 herein below, all costs of construction shall be the sole responsibility of OPERATOR and shall be paid by OPERATOR when due. For all construction within the Management Area, the OPERATOR shall conduct any construction program in such a manner so that no mechanic's liens or materialmen's liens shall be asserted, or purportedly asserted, against the Park, or any improvements thereon. If any such lien shall be asserted, and except as to the portion of any such lien that arises from the portion of the costs of construction for which County is responsible hereunder, OPERATOR shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and the Park in accordance with Paragraph 9, INDEMNIFICATION, of this Agreement. If such liens are asserted, and except as to the portion of any such lien that arises from the unpaid portion of the

costs of construction for which County is responsible hereunder. OPERATOR shall promptly remove said liens within thirty (30) days after its occurrence and if requested by COUNTY, in COUNTY's sole discretion, OPERATOR shall post a surety bond to release the Management Area or the Park, as applicable, from any mechanic's liens recorded against the Management Area or the Park except to the extent that any such lien arises from any unpaid portion of the costs of construction for which County is responsible hereunder. Said bond shall be issued by a surety qualified to do **Ownership of Improvements and Alterations**. All Improvements and alterations constructed by OPERATOR on, in, under or about the Premises shall be considered the property of COUNTY at the termination of this Agreement, the expiration of the current term of the Agreement, or as otherwise provided herein. COUNTY may require the OPERATOR to remove, at any time and at OPERATOR's sole cost, all or any part of any alterations or improvements made without COUNTY's consent.

**E. Additional Requirements.**

i. OPERATOR shall apply for and obtain all applicable local, county, state, federal permits and authorizations for any Improvements. OPERATOR shall obtain and complete all necessary approvals for any Improvements, including but not limited to, approval from any other applicable agency or authority; approvals for all necessary environmental documents; and all insurances required under this Agreement. OPERATOR shall obtain all necessary approvals, including , but not limited to, completion of applicable environmental review processes, including but not limited to compliance with the California Environmental Quality Act, building permits and insurance before undertaking construction activity related to that improvement and any breach of this requirement shall be material, giving COUNTY the right at any time during the term of this Agreement to immediately terminate the Agreement upon notice, to the extent the OPERATOR does not demonstrate to COUNTY's satisfaction that OPERATOR is using commercially reasonable efforts to cure such default within one hundred twenty (120) days of COUNTY's notice.

ii. All construction will meet the building code requirements of any other governmental jurisdiction having authority over the Improvements. All construction will be carried out and completed in strict compliance with the plans and specifications approved in writing by COUNTY. OPERATOR is solely liable for the development and operation of the Improvements. OPERATOR is solely responsible for filing plans with the applicable Building and Safety Department and any other applicable governmental entity, seeking approval, paying such fees and securing appropriate inspection(s). All stockpiling of excavated material, construction screening and the storage of materials, tools or equipment shall be to the satisfaction of the County's Director of the Regional Parks Department or his/her designee

iii. OPERATOR agrees that the COUNTY may have on the Management Area at any time during the construction period a representative, at no cost to OPERATOR, who will have the right to access the Management Area and the construction work. OPERATOR understands that this representative's presence on the Management Area in no way constitutes approval of the Improvements being constructed. OPERATOR must, at the commencement of the construction work, notify the COUNTY in writing of the identity, place of business, and telephone number of OPERATOR's on-the-job construction representative. Said construction representative will be OPERATOR's prime consultant for the representatives of the COUNTY. OPERATOR shall, prior to the commencement of construction of the Improvements at the Management Area, install adequate signage on the Management Area identifying OPERATOR as the operator of the construction site and the Improvements to manage site operations and traffic flow, which sign shall also provide a OPERATOR contact (with phone number) to call in case of emergency. The foregoing signage must be approved by COUNTY prior to installation

## 11. MAINTENANCE OF PREMISES.

A. OPERATOR shall, at OPERATOR's sole cost and expense and except as set forth herein, and at all times (subject to reasonable time to complete necessary maintenance and repairs) , keep the Management Area and every part thereof in good order, condition and repair. Without limiting the generality of the foregoing, OPERATOR shall maintain all buildings, structures, and grounds of the Management Area, including all equipment or facilities serving the Management Area, including but not limited to restrooms, plumbing, heating, air conditioning, ventilating, electrical, lighting, utility systems and facilities, floors, walls, office space, interior and exterior improvements, boilers, fired or unfired pressure vessels, fire sprinkler or suppression systems, fire extinguishers, fire hose connections, doors, windows, roofs, foundations, parking, landscaping, pest control, and janitorial services. Subject to the provisions hereof providing for contributions by the County to the cost of such maintenance and repairs, OPERATOR's obligations shall include restorations, replacements or renewals when necessary to keep the Management Area and all improvements thereon in good order, condition and state of repair. OPERATOR, in keeping the Management Area in good order, condition and repair, shall exercise and perform good maintenance practices. As provided in Section 3-E(iv) herein, OPERATOR shall be responsible for all routine maintenance and repair of the sewer lines and water lines serving the Management Area. However, in the event there are unusual and unforeseen circumstances beyond the costs of normal routine maintenance and repairs of such water and sewer lines and there are not adequate monies in the Capital Investment Improvement Fund which are not earmarked or set aside for other projects in the Park to pay for maintenance and repair of such sewer and water lines, and if COUNTY and OPERATOR are not able to reach agreement on the contribution of additional funds to complete such water and sewer line maintenance and repair, as contemplated in section 11-B below, COUNTY shall pay the portion of the costs of such maintenance and repair as exceeds the available funds for such purpose in the Capital Investment Improvement Fund subject to the COUNTY's availability of funds and, if necessary, approval by the Board of Supervisors.

If any repairs are of an emergency nature, OPERATOR shall immediately contact the Director of Regional Parks Department to inform him/her of the emergency. An emergency repair is defined herein as the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property or would, in OPERATOR's reasonable judgment, significantly impacts the operational functions of the Management Area (including without limitation the holding of any scheduled event on the Management Area) and was not the result of lack of preventative maintenance, improper operation, or the negligence or willful misconduct of OPERATOR or any of its officers, employees or agents.

B. Whenever, pursuant to this Agreement, OPERATOR is required to either construct a new building, facility or improvement within the Park ("Construction"), or to conduct such Rehabilitation (as herein defined), of an existing building structure or improvement in the Park, the cost thereof shall be paid from monies in the Capital Investment Improvement Fund. If, taking into account monies in such Fund as are already set aside or earmarked for other projects in the Park, there are not sufficient monies to pay the cost of such Construction or Rehabilitation, COUNTY and OPERATOR shall meet and confer and shall use their best efforts to agree on the amounts of additional contribution(s) by them, including the amount, if any, to be contributed each by COUNTY and OPERATOR to pay the cost of such construction and/or Rehabilitation or, in the alternative, the portion of the Construction and/or Rehabilitation for which monies in the Capital Investment Improvement Fund are available and which OPERATOR will complete. If, County and OPERATOR cannot agree on the contribution of additional monies to pay for such Construction or Rehabilitation then, notwithstanding any provision hereof to the contrary,

OPERATOR shall not be obligated to conduct such Construction and/or Rehabilitation, except such portion thereof as the OPERATOR and COUNTY agree to be conducted using available monies in the Capital Investment Improvement Fund.

For purposes of this section 11, "Rehabilitation" shall mean, as to any building, structure, or facility in the Park, work on or with respect thereto which is in excess of normal repair and/or maintenance and which involves the replacement, rehabilitation, or expansion thereof or to major or multiple elements thereof.

**12. SURRENDER AND RESTORATION OF MANAGEMENT AREA.** OPERATOR shall surrender the Management Area at the end of the last day of the Term or any earlier termination date, clean and free of debris and in as good a condition as existed on the commencement date, ordinary wear and tear (including age related wear and tear) excepted. OPERATOR shall further surrender all Improvements on the Premises at the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear (including age related wear and tear) excepted. Ordinary wear and tear shall not include any damage or deterioration that could have been prevented by good maintenance practice or by OPERATOR performing all of its obligations under this Agreement (subject to the allocation of applicable costs pursuant to section 11 above). OPERATOR's obligation shall include the repair of any damage occasioned by the installation, maintenance or removal of OPERATOR's trade fixtures, furnishings, equipment, as well as the removal of any storage tank installed by or for OPERATOR, and the removal, replacement, or remediation of any soil, material or ground water contaminated caused by OPERATOR, all as may then be required by any applicable law, ordinance or regulation and/or good practice.

COUNTY is providing equipment to the OPERATOR as shown on Exhibit "F" County Equipment for its operation and management of the Management Area, and the parties shall meet and confer as to the current condition of the equipment. Additionally, OPERATOR shall provide at least five (5) days' advance written notice to the COUNTY regarding any equipment as itemized on Exhibit "F" that it determines is no longer useful or deemed obsolete for its purposes, and the COUNTY shall determine whether it desires the equipment be returned to its possession. Upon the parties' agreement, Exhibit "F" County Equipment will be updated when necessary to reflect any changes, which would include any equipment purchased using monies from the Capital Investment Improvement Fund and any equipment deemed obsolete or otherwise reached the end of its useful life. OPERATOR must, upon termination for any reason, surrender such equipment as shown on Exhibit "F" County Equipment to the COUNTY in a condition equal to that when received, normal wear and tear and obsolescence excepted. If OPERATOR fails to surrender such equipment upon termination as shown on Exhibit "F", OPERATOR shall be responsible for the depreciated replacement value at the date of such termination.

**13. ASSIGNMENT AND SUBLETTING.** OPERATOR shall not voluntarily or by operation of law, assign OPERATOR's interest in this Agreement, in the Management Area or in any options contained in this Agreement, nor sublease, all or any part of the Management Area, nor allow any other person or entity (except OPERATOR's authorized representatives) to occupy or use all or any part of the Management Area, without first obtaining COUNTY's written consent

**14. COUNTY'S ENTRY ON PROPERTY.**

A. COUNTY and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- i. To inspect the Management Area. This will include an annual inspection performed by the County, the date and time of which will be mutually agreed upon by both parties;
- ii. To determine whether the Management Area is in good condition and whether OPERATOR is complying with its obligations under this Agreement;
- iii. To do any necessary maintenance or perform any auditing, testing or sampling and to make any restoration to the Management Area that COUNTY has the right to perform;
- iv. To serve, post, or keep posted any notices required or allowed under the provisions of this Agreement.

15. **DAMAGE OR DESTRUCTION OF PREMISES.** With the exception of emergency repairs as that term is defined herein under Paragraph 11 MAINTENANCE OF PREMISES, in the event any of the buildings, structures or improvements erected on the Premises are damaged or destroyed during the term of this Agreement, OPERATOR shall repair and restore such buildings, structures or improvements to the original condition prior to said damage or destruction, subject to the allocation of costs thereof set forth in section 11 above. Where insurance covers the cost of such repairs and restoration, costs shall be allocated between COUNTY and OPERATOR as set forth in section 11 only to the extent such costs exceed the proceeds of such insurance. Subject to section 11, OPERATOR shall commence the repair and restoration of the Premises within forty-five (45) days of the event causing such damage or destruction and shall diligently prosecute such work until completion. All proceeds of any property insurance maintained by OPERATOR pursuant to this Agreement shall be used to repair and restore the Management Area, and for no other purpose, without COUNTY's express written consent. OPERATOR shall comply with all the procedures set forth in Paragraph 10, IMPROVEMENTS as part of OPERATOR's repair and restoration work. If, subject to section 11 above, OPERATOR fails to commence the repair or restoration work in a timely manner, or fails to diligently prosecute such work, or fails to comply with the requirements of Paragraph 10, IMPROVEMENTS, COUNTY shall have the right to terminate this Agreement under Paragraph 19, DEFAULT AND RIGHT TO TERMINATE.

16. **CONDUCT OF EMPLOYEES.** OPERATOR shall be responsible for the conduct of its employees, volunteers, and agents, on the entire Regional Park property. In addition, OPERATOR agrees to abide by, and use its best reasonable efforts to ensure that all such persons abide by the rules and regulations of the COUNTY while on the Park.

17. **ERECTION OF SIGNS.** OPERATOR may erect signs on the Management Area or the structures on the Management Area, but erection or application of said signs shall be allowed only with the prior written permission of the COUNTY. All signs shall be approved by COUNTY, in its reasonable discretion, and if approved, shall be erected in conformity with the County and City codes, ordinances, and policies with regard to signage.

18. **SPECIAL USE COVENANTS AND RESTRICTIONS.**

**Hazardous Substances.**

A. **Definitions.** The following terms shall have the meanings set forth in this paragraph:

i. **Applicable Requirements** shall mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of COUNTY's engineers and/or consultants, relating in any manner to the Premises now in effect or which may hereafter come into effect.

ii. **Hazardous Substance** shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, or the environment, the Premises, or the Regional Park; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of COUNTY to any governmental agency or third party under any Applicable requirements or common law theory. Hazardous Substance shall include, but not be limited to fuel, hydrocarbons, petroleum products, gasoline, crude oil or any products or by-products thereof.

iii. **Reportable Use** shall mean the installation or use of any above or below ground (i) storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority; and (iii) the presence in, on, under or about the Premises or Regional Park of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises, the Regional Park, or neighboring properties.

B. **OPERATOR's Covenants.** OPERATOR, at its sole cost, shall comply with any and all the Applicable Requirements with respect to Hazardous Substances, including but not limited to the following:

i. California Health & Safety Code, Division 20, Chapters 6.5, Hazardous Waste Control (inclusive); 6.7, Underground Storage of Hazardous Substances (inclusive); and 6.95, Hazardous Materials Release Response Plans and Inventory (inclusive);

ii. California Code of Regulations Title 22, Division 4.5; Title 23, Division 3, Chapter 16, Underground Storage Tank Regulations; and

iii. Title 2, Division 3, entitled "Fire Protection and Explosives and Hazardous Materials", and Title 3, Division 3, Chapter 8, entitled "Waste Management" of the San Bernardino County Code.

OPERATOR shall not engage in any activity in, on, under or about the Management Area or at the Park which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of COUNTY, in its sole discretion, and compliance in a timely manner (at OPERATOR's sole cost and expense) with all Applicable Requirements. Notwithstanding the foregoing, OPERATOR may, without COUNTY's prior consent, but upon notice to COUNTY and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by OPERATOR in the normal course of the Use set forth on the Reference Pages, so long as such use is not a Reportable Use and does not expose the Management Area, the Park, or neighboring properties to any meaningful risk of contamination

or damage or expose COUNTY to any liability therefore. COUNTY may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by OPERATOR upon OPERATOR's giving COUNTY such additional assurances as COUNTY, in the reasonable discretion of the COUNTY's Director of Risk Management, deems necessary to protect itself, the public, the Management Area, the Park, and the environment against damage, contamination or injury and/or liability therefore, including, but not limited to, the installation (and, at COUNTY's option, and OPERATOR's sole cost and expense) of reasonably necessary protective modifications to the Management Area and the Park. OPERATOR shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Management Area (including, without limitation, through the plumbing or sanitary sewer system) or the Park.

C. **Duty to Inform COUNTY.** If OPERATOR knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Management Area or the Park, other than as previously consented to by COUNTY, OPERATOR shall immediately give COUNTY notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including, but not limited to, all such documents as may be involved in any Reportable Use involving the Management Area or the Park to be followed up in writing within two (2) days. OPERATOR will provide to COUNTY, prior to the termination of this Agreement, a soil test and a fuel tank test that will indicate if any leakage has occurred from any tank located on or under the Management Area or at the Park and used by OPERATOR. If any leakage is found, OPERATOR shall repair the tanks and remove any contaminated soil at OPERATOR's sole cost and expense.

D. **Indemnification.** OPERATOR shall indemnify, protect, defend (with counsel reasonably approved by COUNTY) and hold COUNTY, its officers, agents, employees, and volunteers and the Management Area and the Park, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties and loss of permits (including COUNTY's attorneys' and consultants' fees) arising out of or involving any Hazardous Substance generated, possessed, stored, used, transported, or disposed in, on, upon, or at the Management Area or the Park by or for OPERATOR or by anyone under OPERATOR's control. OPERATOR's obligations under this paragraph shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by OPERATOR, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Agreement. No termination, cancellation or release agreement entered into by COUNTY and OPERATOR shall release OPERATOR from its obligations under this Agreement with respect to Hazardous Substances, unless specifically so agreed by COUNTY in writing at the time of such agreement.

E. **COUNTY's Right to Perform Tests.** At any time prior to the expiration of the term of the Agreement, COUNTY shall have the right to enter upon the Management Area in order to conduct tests of water and soil. OPERATOR shall have no right to conduct any tests of water or soil at the Management Area or the Park without the prior written consent of COUNTY, at its sole discretion.

F. **Continuous Use.** The OPERATOR covenants and agrees that OPERATOR shall operate and conduct in compliance with minimum standards that may be reasonably promulgated by COUNTY within the Management Area, continuously and uninterrupted, during normal business hours to be agreed by the parties.

**G. Licenses and Certifications.** OPERATOR agrees that before commencing any use of or business operations at the Management Area, OPERATOR will acquire, provide and maintain those notices, certifications, licenses, approvals and permits required by any federal, state or local jurisdiction or authority for carrying out the purpose of this Lease. Failure to comply with this provision will constitute a default and right to terminate by COUNTY under Paragraph 19, DEFAULT AND RIGHT TO TERMINATE of this Agreement.

**H. Rules and Regulations.** OPERATOR agrees to abide by, keep and observe all minimum standards, reasonable rules and regulations which COUNTY may reasonably make from time to time and as are consistent with the terms of this Agreement for the management, safety, care, cleanliness of the grounds, parking areas, and the preservation of good order, as well as for the convenience of other OPERATORS, occupants, or visitors to the Regional Park.

## **19. DEFAULT AND RIGHT TO TERMINATE.**

**A. DEFAULT:** In the event that OPERATOR violates any of the terms and conditions of this Agreement, COUNTY may give OPERATOR notice of specific violation and demand for correction. There are two types of default:

1. **Curable** – is defined as a default that can be corrected either (a) through the payment of money or the performance of an obligation or (b) where the event of default cannot be technically cured, but can be remedied by OPERATOR through other actions sufficient to ensure that no material harm comes to COUNTY as a result of such default. Examples of a “curable” default include the failure to make a payment required under this Agreement, the failure to maintain insurance, or any other default that can be cured through remedial action sufficient to ensure that the default does not cause material harm to COUNTY. This type of default will incur a notice to “Pay or Quit” or “Cure or Quit”.

2. **Non-curable** – is defined as a default that cannot be corrected for example being non-operational in conflict with the terms of the Agreement or being shut down by a licensing or permitting agency. This type of default will incur a notice of “Termination”.

Both of these notices will have contractual time frames for compliance.

**B. OPERATOR** agrees that COUNTY may immediately suspend this Agreement, and further, OPERATOR agrees to immediately cease operations at the Management Area if OPERATOR fails to meet the insurance requirements, as stated herein..

**C. TERMINATION FOR DEFAULT:** If, at any time, COUNTY believes that OPERATOR is in a curable default of its obligations under this the Agreement, COUNTY shall provide to OPERATOR notice of the nature of the breach and demanding its cure, and unless the default is identified as non-curable, OPERATOR shall have the following periods to cure:

1. If the default relates to the payment of money, OPERATOR shall have up to thirty (30) days after the notice to cure the monetary breach; and

2. If the default relates to any other matter, except insurance, OPERATOR shall have a period of not less than thirty (30) days to cure the default or, if such default is curable but cannot reasonably be cured within such thirty (30) day period, shall be obligated to commence

the cure within thirty (30) days of the written demand from COUNTY and shall continue diligently to prosecute such cure, which cure must, in any event be completed within sixty (60) days, unless COUNTY otherwise agrees.

3. If the default relates to insurance, OPERATOR shall correct the default within ten (10) business days after notice and demand for correction. COUNTY has the right to terminate this Agreement on account of failure by OPERATOR to correct a default in insurance within ten business (10) days.

In the event of a non-cured or non-curable default, COUNTY has the right to immediately terminate this Agreement and pursue any and all remedies provided by law. In the event of a non-curable default, COUNTY shall give OPERATOR written notice of the violation and the effective date of termination of the Agreement.

**D. TERMINATION FOR CRIMINAL CONVICTION:** COUNTY may give OPERATOR notice of termination of this Agreement which will be effective upon delivery and the COUNTY may pursue any and all avenues provided by law to obtain proper compensation for all losses incurred or damages should OPERATOR or any of OPERATOR's officers be found guilty of any criminal activity related directly or indirectly to the use of the facilities or opportunities provided by this Agreement, and sentenced (whether actually served or not) to a jail term of ninety (90) days or more.

**E. LIABILITY FOR BREACH:** Termination for default will not excuse OPERATOR from any liability for breach of Contract as and to the extent permitted under equity or law.

1. On any termination of this Contract for default by OPERATOR, COUNTY may recover from OPERATOR all of the following:

a) Any amount necessary to compensate COUNTY for all the detriment proximately caused by OPERATOR's failure to perform obligations under this Agreement, including brokerage commissions and advertising expenses;

b) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

**20. PROVISIONS ARE COVENANTS AND CONDITIONS.** All provisions, whether covenants or conditions, on the part of either party, shall be deemed to be both covenants and conditions.

## **21. POTENTIAL FOR GEOPHYSICAL AND CLIMATE CHANGE HAZARDS**

**A.** OPERATOR acknowledges and agrees that the Management Area may be subject to hazards from natural geophysical phenomena including, but not limited to waves, earthquakes, fires, erosion and flooding. OPERATOR agrees to unconditionally waive any claim or damage or liability against the COUNTY, its officers, agents and employees for injury or damage from such hazards to OPERATOR, its agents, employees, contractors, permittees, invitees and guests.

**B.** OPERATOR acknowledges that the Management Area and adjacent upland are located in an area that may be subject to effects of climate change. To prepare for the potential effects of climate change, including flood damage, earthquake damage, fire damage, erosion damage, and damage from storm-created debris, OPERATOR acknowledges and agrees that hazards associated with climate change may require additional maintenance or protection

strategies regarding the improvements on the Management Area. In the event of significant damage from the effects of climate change described herein, OPERATOR agrees to obtain an estimate for the repair costs and provide such to the Director of the Regional Parks Department. The Parties shall meet and confer to determine how such repair costs shall be paid.

## **22. RECORDS AND ACCOUNTS**

A. **RECORDS AND ACCOUNTS:** OPERATOR covenants and agrees that it will, at all times during the term of this Contract, keep or cause to be kept at the Park or other place agreed upon by COUNTY, true and complete books, records, and accounts of all financial transactions. The records must be supported by documents from which the original entry of the transaction was made, including sales slips or cash register tapes, or both.

B. **RECORDATION OF SALES:** All sales and charges must be recorded by means of sales invoices, tickets or cash registers which display to the customer the amounts of the transactions and either physically or automatically issue receipts certifying the amounts recorded. The approved forms or devices used in the recording of cash or charge sale transactions are as follows:

1. **CASH REGISTERS:** Cash registers must be of a type that displays to the customer the amount of each transaction if space permits. The register must be equipped with devices, which lock in sales total, transaction records, and with counters which are not resettable and which record on tapes the transaction numbers and sales details. Cash register readings must be recorded by OPERATOR at the beginning and end of each business day.

2. **CASH RECEIPT AND CHARGE SALES BOOK:** Cash receipt and charge sales books must be of the type that is electronically printed progressively or pre numbered by the system or manufacturer of said books; and the amounts of each transaction, to include the sales tax amount, must be recorded on the original and all copies thereof. The customer must be given a copy of the sales receipt that clearly records the total amount of the transaction. Sales must be recorded consecutively; one after the other, and the beginning and ending number of the receipt books must be duly recorded at the end of each business day.

3. **CASH TICKETS:** Cash tickets may be used in conjunction with all admission charges, and must be of a type that is electronically printed progressively or pre-numbered by the manufacturer or system. The price of the tickets both for adults and children must be printed on each ticket. Tickets may be procured by the customer from a cashier's booth or station. OPERATOR must, at the end of each business day, record the tickets sold for that day's business. All tickets must be sold consecutively, in numerical order, one after the other. Alternatively, OPERATOR may utilize an electronic debit card system rather than printed tickets, duly recorded each day.

C. **MONTHLY REPORTS:** OPERATOR covenants and agrees to deliver to COUNTY, no later than the tenth (10th) day of each month, a true and correct statement of all Gross Income and Attendance figures for the preceding calendar month, certified as correct by OPERATOR, and showing separately the receipts from each business, service, or activity conducted pursuant to this Agreement. At the same time, OPERATOR shall remit a true and correct copy of any sales and use tax return as submitted from each business, to the Board of

Equalization (BOE), unless submitted quarterly to the BOE, in which case it shall be submitted quarterly.

D. YEARLY REPORT: OPERATOR covenants and agrees to deliver to COUNTY, no later than the last business day of July of each year of this Agreement, a true and correct statement of all Gross Income for the preceding twelve months, except in the case of the first report, which shall be from the commencement date of this Agreement, showing separately the receipts from each business, service, or activity conducted pursuant to this Agreement. Such statements shall be certified as correct by OPERATOR. OPERATOR must prepare and deliver to COUNTY a similar report within thirty (30) days of any termination of this Contract. After COUNTY's receipt of the annual report, the Parties shall meet to discuss said report unless COUNTY desires to cancel said meeting and notify the OPERATOR.

E. INVENTORY REPORT: OPERATOR covenants and agrees to deliver to the Regional Parks Director, no less often than yearly, no later than the last business day of January following the commencement date of this Agreement, a true and correct inventory report for the period closing on the last day of the prior year. Additional inventory reports may be requested, no more often than quarterly, at the discretion of the COUNTY. After COUNTY's receipt of the report, the Parties shall meet to discuss said report unless COUNTY desires to cancel said meeting and notify the OPERATOR.

F. INSPECTION OF RECORDS: All books, records, and accounts of every kind or nature kept by OPERATOR, agents, or licensees and arising from or related to the services of OPERATOR pursuant hereto, referred to herein as "Books and Records," must at all reasonable times be open and made available for inspection or audit by COUNTY, its agents or employees, upon prior request.

G. AUDIT: COUNTY has the right to during the term of this Agreement or within three (3) years after the expiration of this Agreement and/or any extensions, to audit, at no cost to OPERATOR except as hereinafter provided, the Books and Records for the purpose of verifying the payments required to be paid to COUNTY hereunder. In the event that such audit shows that OPERATOR understated Gross Income by more than ten percent (10%) and which has resulted in an underpayment of more than \$5,000, due from OPERATOR to COUNTY, the reasonable cost of the audit shall be paid by OPERATOR within ten (10) days after the audit report is furnished to OPERATOR. Additionally, within such ten (10) days, OPERATOR must pay to COUNTY the full amount of any underpayment demonstrated by such audit, together with interest on the amount of such underpayment at the rate of five hundredths percent (0.05%) per day from the original due date of the underpayment until the underpayment is paid in full. COUNTY reserves the right to install any accounting devices or machines, with or without personnel, for the purpose of accounting or audit. Books and Records must be maintained and safeguarded by OPERATOR for a period of three (3) years from and after the date of the latest entry into such book, record or account.

H. COMPLIANCE COVENANT: OPERATOR covenants that it will comply with, and require all its agents and employees to comply with the foregoing requirements.

23. **NOTICE.**

A. The parties consent and agree that all notices, approvals, consents or other communications required or permitted to be given under this Contract or under the unlawful detainer statutes of California will be given to the respective parties in writing, and may be delivered by registered or certified mail, postage prepaid or personally as follows:

1. If to COUNTY: San Bernardino County  
Regional Parks Department  
777 East Rialto Avenue  
San Bernardino, CA 92415-0763
  
2. If to OPERATOR: Lake Gregory Community Recreation Company  
359 Thousand Pines Road  
Crestline, Ca 92325

B. Notices may be given at such other address or to such other persons as either of the parties may from time to time designate by notice given as herein provided.

C. Notices, etc., given by registered or certified mail shall be deemed delivered three (3) COUNTY business days after being mailed.

D. OPERATOR is responsible to provide COUNTY with current addresses within ten (10) days of change.

24. **INDEPENDENT OPERATOR.** OPERATOR is, and shall be at all times deemed to be, an independent OPERATOR and shall be wholly responsible for the manner in which he/she performs the services required by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employee and employer, or principal and agent, between the COUNTY and OPERATOR.

25. **OWNERSHIP OF DOCUMENT.** All reports, documents and other items generated or gathered in the course of providing services to the COUNTY for purposes of submittal to COUNTY under this Agreement are and shall remain the property of the COUNTY and shall be returned to the COUNTY upon full completion of all services by OPERATOR or termination of this Contract, whichever occurs first.

26. **SOLE AGREEMENT.** This Agreement contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

27. **AUTHORITY TO BIND COUNTY.** It is understood that OPERATOR, in OPERATOR's performance of any and all duties under this Agreement, except as otherwise provided for in this Contract, has no authority to bind the COUNTY to any agreements or undertakings.

28. **COMPLIANCE WITH LAW.** OPERATOR shall comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

29. **CHOICE OF LAW/VENUE.** The parties hereto agree that the provisions of this Contract will be construed pursuant to the laws of the State of California. This Contract has been entered into and is to be performed in the COUNTY of San Bernardino, State of California. Accordingly, the parties agree that the jurisdiction and venue of any action relating to this Contract shall be in the COUNTY of San Bernardino, State of California.

30. **CONFIDENTIALITY.** OPERATOR shall not, without the consent of the Department's Director ("Director"), communicate confidential information, designated in writing or identified in this Contract as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Contract, the provisions of this paragraph shall continue to survive.

31. **NONDISCRIMINATION.** Neither OPERATOR, nor any officer, agent, employee, servant nor subcontractor of OPERATOR shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly or through contractual or other arrangements.

32. **FORMER COUNTY OFFICIALS.** OPERATOR agree to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent OPERATOR. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of OPERATOR. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Executive Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "D")

33. **COUNSEL.** By signing this document both parties acknowledge that they have had the opportunity to consult with independent legal counsel about the terms and conditions of this Contract.

34. **IMPROPER CONSIDERATION.** OPERATOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement or any

Contract awarded by COUNTY. The COUNTY, by notice, may immediately terminate this Agreement or any COUNTY Contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process of this Agreement or any COUNTY Contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any COUNTY Contract has been awarded. OPERATOR shall immediately report any attempt by any COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from OPERATOR. The report shall be made to the COUNTY Counsel, the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

### **35. EASEMENTS, TRUSTS AND WARRANTIES**

A. **EXISTING ENCUMBRANCES:** It is expressly understood and agreed that this Agreement and all rights and privileges hereunder granted are subject to all easements and rights-of-way now existing in, to, under, or over the Management Area for any purposes whatsoever and which are either recorded in the real estate records of the Management Area or which have been specifically provided and disclosed by COUNTY to OPERATOR, in writing and prior to the date of this Agreement as listed on Exhibit "E" hereto. It is further understood and agreed that this Contract and any of the rights and privileges herein granted is subject to any and all grants, reservations, conditions, restrictions, and trusts upon which the Management Area is held by COUNTY and which are either recorded in the real estate records of the Management Area or which have been specifically provided and disclosed by COUNTY to OPERATOR, in writing and prior to the date of this Agreement; and OPERATOR covenants and agrees, any provision in this Agreement to the contrary notwithstanding, that it will not use or permit the Management Area to be used for any purpose inconsistent with any of the grants, reservations, conditions, leases, restrictions and trusts upon or under which said lands are held by COUNTY, the terms of which are hereby incorporated into this Agreement as if set forth in full. OPERATOR acknowledges there are underlying agreements between COUNTY and the United States Department of Interior, Bureau of Reclamation, and between the COUNTY and the CSLC and which are either recorded in the real estate records of the Management Area or which have been specifically provided and disclosed by COUNTY to OPERATOR, in writing and prior to the date of this Agreement as listed on Exhibit "E" hereto; OPERATOR agrees that the use restrictions in those agreements apply to OPERATOR under this Contract.

B. **DETRIMENTAL MANDATES:** Any changes in the operation of the Management Area which are or may be mandated by a court or government agency of competent jurisdiction, which operates to the substantial detriment of COUNTY or OPERATOR, and which are beyond the control of OPERATOR and COUNTY, will make the affected terms of this Agreement subject to renegotiation.

36. **LICENSES AND PERMITS.** OPERATOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY and municipal laws, ordinances, rules and regulations to perform the services under this Agreement. OPERATOR shall maintain these licenses and permits in effect for the duration of this Agreement. OPERATOR shall notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure

to maintain required licenses and permits may result in immediate termination of this Contract. (See Exhibit "C" List of Permitting Agencies for a list of permitting agencies which both parties understand may not be a comprehensive list and may require continuous updating.)

37. **MATERIAL MISREPRESENTATION.** If during the course of the administration of this Agreement, the COUNTY determines that the OPERATOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY which information, if known correctly by COUNTY prior to the date of this Agreement, would have resulted in COUNTY declining to enter into this Agreement, this Agreement may be immediately terminated. Whether or not this Agreement is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies available by reason of such misrepresentation.

38. **ATTORNEYS' FEES AND COSTS.** 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 OPERATOR's indemnity obligations with respect to any third party legal action against the COUNTY, including such costs and attorneys' fees payable under Paragraph 9, INDEMNIFICATION, Paragraph 10, IMPROVEMENTS, Paragraph 18, Hazardous Substances, and Paragraph 42, PUBLIC RECORDS DISCLOSURE.

39. **SEVERANCE.** If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

40. **SURVIVAL.** The obligations of the parties, which by their nature continue beyond the term of this Agreement, will survive the termination of this Agreement.

41. **REPRESENTATIONS AND AUTHORITY.** If OPERATOR is a corporation, each of the persons executing this Agreement on behalf of OPERATOR represents or warrants that OPERATOR has been and is qualified to do business in the State of California, that the corporation has full right and authority to enter into this Agreement, and that all persons signing on behalf of the corporation were authorized to do so by the appropriate corporate actions. If OPERATOR is a partnership, limited liability company, trust or other legal entity, each of the persons executing this Agreement on behalf of OPERATOR represents or warrants that OPERATOR has complied with all applicable laws, rules and governmental regulations relative to its right to do business in the State of California and that all persons signing on behalf of such entity were authorized to do so by any and all appropriate actions. OPERATOR agrees to furnish upon COUNTY's request a corporate resolution, or other appropriate documentation evidencing the authorization of OPERATOR to enter into this Agreement.

42. **PUBLIC RECORDS DISCLOSURE.** All information received by the COUNTY from OPERATOR or from any source concerning this Agreement, including the Agreement itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Sections 6250 et seq. (the "Public Records Act"). OPERATOR acknowledges and understands that although all materials received by the

COUNTY in connection with this Agreement are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which OPERATOR has reasonably requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall endeavor to notify the OPERATOR of the request and shall thereafter disclose the requested information unless the OPERATOR, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for the nondisclosure, and agrees to indemnify, defend (with counsel reasonably approved by COUNTY), and hold the COUNTY harmless in any/all actions brought to require disclosure. OPERATOR waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify OPERATOR of any such disclosure request and/or releases any information concerning the contract received from the OPERATOR or any other source.

43. **INTERPRETATIONS.** As this Agreement was jointly prepared by both parties, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

44. **ENTIRE AGREEMENT.** This agreement, including recitals, constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this agreement supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

45. **AMENDMENT.** No waiver, modification or amendment of any term condition or provision of this Agreement shall be valid or shall have any force or effect unless made in writing and signed by all of the parties hereto.

46. **CONDITION of PREMISES.** OPERATOR has inspected the Premises, knows its condition, finds it fit for OPERATOR's intended use, subject to any hidden or latent defects or conditions, accepts the Premises AS-IS, except that COUNTY shall remove all trash, debris, and COUNTY's personal property located thereon, and has ascertained that it can be used for the limited purposes specified in the Use section on the Reference Pages.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

47. **SIGNATURES.** All parties to this Agreement represent that the signators executing this document are fully authorized to enter into this agreement.

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS THEREOF, the parties executed this agreement.

**COUNTY: County of San Bernardino**

**Lake Gregory Community Recreation Company**

By:   
Curt Hagman, Chairman  
Board of Supervisors

DocuSigned by:  
Michael Pate  
By: \_\_\_\_\_  
Title: Manager

Dated: FEB 09 2021

Dated: 2/16/2021

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

DocuSigned by:  
SA  
\_\_\_\_\_  
Manager  
2/16/2021

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By:   
Deputy

APPROVED AS TO LEGAL FORM

MICHELLE D. BLAKEMORE, County Counsel  
San Bernardino County, California

By:   
Dawn Martin, Deputy County Counsel

Dated: 2/17/21

**EXHIBIT "A"**

**PREMISES**

**Legal Description and Plat**

## Title Report

COUNTY OF SAN BERNARDINO  
385 NORTH ARROWHEAD AVENUE 3RD FLOOR  
SAN BERNARDINO, CA 92415

Title Officer: Peggy Jones--So  
Email: tu67@ltic.com  
Phone No.: (951) 774-0825 x 617  
File No.: 619676445

Attn: MICHELE COHN

Property Address: (Vacant Land) County of San Bernardino, California



### Key Features of your LiveLOOK Prelim Report



Summary Page



Linked Documents



Mobile Friendly



Flagged Items



Short Cuts

24/7 real-time access to all information related to a title insurance transaction.



**Effortless, Efficient, Compliant, and Accessible**



Lawyers Title Company  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Phone: (951) 774-0825  
Fax: ( )

COUNTY OF SAN BERNARDINO  
385 NORTH ARROWHEAD AVENUE 3RD FLOOR  
SAN BERNARDINO, CA 92415

Attn: MICHELE COHN

Title Officer: Peggy Jones--So  
email: tu67@ltic.com  
Phone No.: (951) 774-0825 x 617  
Fax No.: (866) 657-1033  
File No.: 619676445

Your Reference No:

Property Address: (Vacant Land) County of San Bernardino, California

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## PRELIMINARY REPORT

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Dated as of November 5, 2019 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

## **SCHEDULE A**

The form of policy of title insurance contemplated by this report is:

A Preliminary Report

The estate or interest in the land hereinafter described or referred to covered by this report is:

**A FEE**

Title to said estate or interest at the date hereof is [vested in:](#)

County of San Bernardino, a body corporate and politic

The land referred to herein is situated in the County of San Bernardino, State of California, and is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**EXHIBIT "A"**

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

**PARCEL 1A: (APN 337-202-07, PORTION)**

ALL THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LAKE GREGORY DRIVE, OR THE SOUTHERLY PROLONGATION THEREOF, AS SHOWN ON MAP OF TRACT NO. 2872 AS RECORDED IN [BOOK 41, PAGES 18](#) AND 19 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND THE NORTHERLY LINE OF THE 175 FOOT MARGINAL STRIP AS DEEDED TO THE CREST FOREST COUNTY WATER DISTRICT, PER DEED RECORDED IN [BOOK 1180, PAGE 274](#), OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA;  
THENCE NORTH 12° 40' 40" EAST, ALONG SAID EASTERLY LINE OF LAKE GREGORY DRIVE TO THE BEGINNING OF A CURVE AT THE INTERSECTION OF SAID EASTERLY LINE OF LAKE GREGORY DRIVE AND THE SOUTHERLY LINE OF HUSTON FLAT ROAD, AS PER SAID TRACT NO. 2872, (HUSTON FLAT ROAD NOW BEING KNOWN AS GREGORY LAKE DRIVE);  
THENCE CURVING TO THE RIGHT WITH A RADIUS OF 20 FEET THROUGH A CENTRAL ANGLE OF 90° 00', A DISTANCE OF 31.42 FEET TO A POINT IN SAID SOUTHERLY LINE OF HUSTON FLAT ROAD;  
THENCE SOUTH 77° 19' 20" EAST ALONG SAID SOUTHERLY LINE OF HUSTON FLAT ROAD TO THE INTERSECTION OF SAID SOUTHERLY LINE OF HUSTON FLAT ROAD, OR THE EASTERLY PROLONGATION THEREOF, AND SAID NORTHERLY LINE OF THE 175 FOOT MARGINAL STRIP;  
THENCE IN A WESTERLY DIRECTION ALONG SAID NORTHERLY LINE OF THE 175 FOOT MARGINAL STRIP TO THE POINT OF BEGINNING.

**PARCEL 1B: (APN 337-202-07, PORTION)**

ALL THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF LAKE GREGORY DRIVE (OR ROAD), 60.00 FEET WIDE, AS SHOWN ON THE MAP OF TRACT NO. 2872, RECORDED IN [BOOK 41 OF MAPS, PAGES 18](#) AND 19, RECORDS OF SAID COUNTY, THAT BEARS SOUTH 77° 19' 20" EAST, 60.00 FEET FROM THE SOUTHEAST CORNER OF LOT 10 OF SAID TRACT NO. 2872;  
THENCE ALONG SAID EASTERLY LINE NORTH 12° 40' 40" EAST, 50.00 FEET;  
THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY WITH THE SOUTHERLY LINE OF GREGORY LAKE ROAD, 60.00 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT NO. 2872;  
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 77° 19' 20" EAST, 230.00 FEET;  
THENCE ALONG THE SOUTHERLY LINE OF GREGORY LAKE ROAD (FORMERLY KNOWN AS HUSTON FLAT ROAD) AS SHOWN ON THE MAP OF TRACT NO. 3107; RECORDED IN [BOOK 44 OF MAPS, PAGES 34](#) THROUGH 37, INCLUSIVE, RECORDS OF SAID COUNTY; AND ON MAP OF TRACT NO. 3685, RECORDED IN BOOK 48 OF MAPS, PAGES 99 THROUGH 101, INCLUSIVE, RECORDS OF SAID COUNTY, THE FOLLOWING COURSES AND DISTANCES;  
THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 18° 12' 40", A DISTANCE OF 104.89 FEET;

THENCE NORTH 84° 28' 00" EAST, 465.09 FEET;  
 THENCE ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 229.86 FEET THROUGH A  
 CENTRAL ANGLE OF 24° 56' 20", A DISTANCE OF 100.05 FEET;  
 THENCE CURVING TO THE RIGHT FROM AN INITIAL TANGENT THAT BEARS NORTH 59° 31' 40"  
 EAST, WITH A RADIUS OF 169.86 FEET; THROUGH A CENTRAL ANGLE OF 47° 05' 00", A  
 DISTANCE OF 139.58 FEET;  
 THENCE SOUTH 73° 23' 20" EAST, 144.95 FEET;  
 THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 230.00 FEET THROUGH  
 A CENTRAL ANGLE OF 43° 48' 00", A DISTANCE OF 175.82 FEET;  
 THENCE NORTH 62° 48' 40" EAST, 38.28 FEET;  
 THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 61.05 FEET  
 THROUGH A CENTRAL ANGLE OF 59° 10' 00", A DISTANCE OF 63.04 FEET;  
 THENCE CURVING TO THE LEFT FROM AN INITIAL TANGENT THAT BEARS SOUTH 58° 01' 20" EAST  
 WITH A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 23° 39' 30", A DISTANCE OF  
 70.20 FEET;  
 THENCE SOUTH 81° 40' 50" EAST, 78.09 FEET;  
 THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 60.00 FEET THROUGH  
 A CENTRAL ANGLE OF 130° 15' 00", A DISTANCE OF 136.40 FEET;  
 THENCE NORTH 31° 55' 50" WEST, 163.00 FEET;  
 THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 169.75 FEET  
 THROUGH A CENTRAL ANGLE OF 90° 48' 00", A DISTANCE OF 269.01 FEET;  
 THENCE NORTH 58° 52' 10" EAST, 100.68 FEET;  
 THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 539.25 FEET THROUGH  
 A CENTRAL ANGLE OF 10° 10' 00", A DISTANCE OF 95.69 FEET;  
 THENCE NORTH 48° 42' 10" EAST, 197.07 FEET;  
 THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 2030.00 FEET  
 THROUGH A CENTRAL ANGLE OF 4° 45' 00", A DISTANCE OF 168.29 FEET;  
 THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID GREGORY LAKE ROAD, AS  
 DESCRIBED IN THE DEED FROM DANIEL M. HUNSAKER AND OTHERS, TO THE COUNTY OF SAN  
 BERNARDINO, RECORDED MAY 3, 1940 IN BOOK 1419, PAGE 14, OFFICIAL RECORDS; AND AS  
 DESCRIBED IN THE DEED BY CREST FOREST COUNTY WATER DISTRICT AND OTHERS, TO THE  
 COUNTY OF SAN BERNARDINO, RECORDED JANUARY 21, 1943 IN BOOK 2398, PAGE 175,  
 OFFICIAL RECORDS; NORTH 43° 57' 10" EAST, 139.27 FEET;  
 THENCE CONTINUING ALONG SAID GREGORY LAKE ROAD, AS DESCRIBED IN THE DEED LAST  
 ABOVE REFERRED TO, THE FOLLOWING COURSES AND DISTANCES:

CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 770.00 FEET THROUGH A  
 CENTRAL ANGLE OF 5° 47' 00", A DISTANCE OF 77.72 FEET;  
 THENCE NORTH 49° 44' 10" EAST, 104.28 FEET;  
 THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 830.00 FEET THROUGH  
 A CENTRAL ANGLE OF 11° 21' 00", A DISTANCE OF 164.42 FEET;  
 THENCE NORTH 38° 23' 10" EAST, 512.62 FEET;  
 THENCE CONTINUING ALONG SAID GREGORY LAKE ROAD, AS DESCRIBED IN THE DEED LAST  
 ABOVE REFERRED TO AND AS DELINEATED ON THE MAP OF TRACT NO. 2736, RECORDED IN  
[BOOK 38 OF MAPS, PAGES 34 THROUGH 36, INCLUSIVE](#), AS AROSA DRIVE COUNTY ROAD, AND  
 ON THE MAP OF TRACT NO. 2727, RECORDED IN [BOOK 38 OF MAPS, PAGES 19 THROUGH 21,](#)  
 INCLUSIVE, AS AROSA DRIVE COUNTY ROAD, THE FOLLOWING COURSES AND DISTANCES:

CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 80.18 FEET THROUGH A  
 CENTRAL ANGLE OF 72° 02' 30", A DISTANCE OF 100.82 FEET;  
 THENCE SOUTH 69° 34' 20" EAST, 218.46 FEET;  
 THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 80.18 FEET  
 THROUGH A CENTRAL ANGLE OF 82° 40' 30", A DISTANCE OF 115.70 FEET;  
 THENCE SOUTH 13° 16' 10" WEST, 160.15 FEET;  
 THENCE SOUTH 10' 59' 10" WEST, 396.07 FEET;  
 THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 220.99 FEET THROUGH  
 A CENTRAL ANGLE OF 36° 52' 00", A DISTANCE OF 142.19 FEET;  
 THENCE SOUTH 25° 52' 50" EAST, 129.17 FEET;

THENCE LEAVING THE SOUTHERLY LINE OF SAID GREGORY LAKE ROAD, AND CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 20 FEET THROUGH A CENTRAL ANGLE OF 60° 58' 00", A DISTANCE OF 21.28 FEET TO A POINT OF TANGENCY WITH THE WESTERLY LINE OF A ROAD EASEMENT, 40.00 FEET WIDE, AS GRANTED BY CREST FOREST COUNTY WATER DISTRICT TO THE LAKE GREGORY LAND AND WATER COMPANY, A CORPORATION, BY DEED RECORDED DECEMBER 18, 1950 IN BOOK 2689, PAGE 502, OFFICIAL RECORDS;  
THENCE ALONG THE WESTERLY LINE OF SAID EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

CURVING TO THE LEFT FROM AN INITIAL TANGENT THAT BEARS SOUTH 35° 05' 40" WEST, WITH A RADIUS OF 83.03 FEET THROUGH A CENTRAL ANGLE OF 60° 58' 00", A DISTANCE OF 88.35 FEET;

THENCE CURVING TO THE LEFT FROM AN INITIAL TANGENT THAT BEARS SOUTH 25° 52' 50" EAST, WITH A RADIUS OF 465.00 FEET THROUGH A CENTRAL ANGLE OF 30° 11' 50", A DISTANCE OF 245.07 FEET;

THENCE SOUTH 56° 04' 40" EAST, 223.47 FEET;

THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 77° 53' 15", A DISTANCE OF 176.72 FEET;

THENCE CURVING TO THE LEFT FROM AN INITIAL TANGENT THAT BEARS SOUTH 21° 48' 35" WEST, WITH A RADIUS OF 371.98 FEET THROUGH A CENTRAL ANGLE OF 17° 09' 55", A DISTANCE OF 111.44 FEET;

THENCE CURVING TO THE RIGHT FROM AN INITIAL TANGENT THAT BEARS SOUTH 4° 38' 40" WEST WITH A RADIUS OF 540.23 FEET THROUGH A CENTRAL ANGLE OF 11° 03' 30", A DISTANCE OF 104.27 FEET;

THENCE LEAVING THE WESTERLY LINE OF SAID EASEMENT, CURVING TO THE RIGHT FROM AN INITIAL TANGENT THAT BEARS SOUTH 15° 42' 10" WEST WITH A RADIUS OF 230.00 FEET THROUGH A CENTRAL ANGLE OF 32° 02' 30", A DISTANCE OF 128.62 FEET;

THENCE CURVING TO THE LEFT FROM AN INITIAL TANGENT THAT BEARS SOUTH 47° 44' 40" WEST, WITH A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 65° 03' 30", A DISTANCE OF 306.58 FEET;

THENCE SOUTH 17° 18' 50" EAST, 160.06 FEET;

THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 43° 14' 20", A DISTANCE OF 188.67 FEET;

THENCE SOUTH 60° 33' 10" EAST, 75.00 FEET;

THENCE SOUTH 8° 13' 40" EAST, 167.67 FEET TO A POINT IN THE NORTHERLY LINE OF SAN MORITZ DRIVE, 60.00 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 2616, RECORDED IN [BOOK 37 OF MAPS, PAGES 42 THROUGH 45, INCLUSIVE, RECORDS OF SAID COUNTY](#);

THENCE ALONG SAID NORTHERLY LINE CURVING TO THE LEFT FROM AN INITIAL TANGENT THAT BEARS SOUTH 81° 46' 20" WEST, WITH A RADIUS OF 140.20 FEET THROUGH A CENTRAL ANGLE OF 100° 21' 30", A DISTANCE OF 245.57 FEET, AND SOUTH 18° 35' 10" EAST, 241.52 FEET;

THENCE SOUTH 67° 37' 30" WEST, 392.09 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE PARCEL OF LAND GRANTED BY CREST FOREST COUNTY WATER DISTRICT, TO LAKE GREGORY LAND AND WATER COMPANY, BY DEED RECORDED FEBRUARY 2, 1951 IN BOOK 2712, PAGE 387, OFFICIAL RECORDS;

THENCE ALONG THE BOUNDARY LINE OF SAID PROPERTY AS DESCRIBED IN THE LAST ABOVE MENTIONED DEED, NORTH 52° 53' 40" WEST, 258.99 FEET, AND SOUTH 76° 38' 50" WEST, 96.55 FEET TO THE MOST WESTERLY CORNER THEREOF, SAID CORNER BEING A POINT IN THE NORTHEASTERLY LINE OF 60.00 FOOT COUNTY ROAD KNOWN AS SAN MORTIZ DRIVE, AS GRANTED BY REDLANDS SECURITY COMPANY, ET AL., TO THE COUNTY OF SAN BERNARDINO; BY DEED RECORDED NOVEMBER 10, 1950 IN BOOK 2670, PAGE 327, OFFICIAL RECORDS;

THENCE ALONG SAID NORTHERLY LINE, AND THE NORTHEASTERLY LINE OF THE 60.00 FOOT COUNTY ROAD, AS GRANTED BY REDLANDS SECURITY COMPANY, TO THE COUNTY OF SAN BERNARDINO, BY DEED RECORDED DECEMBER 29, 1937 IN BOOK 1247, PAGE 389, OFFICIAL RECORDS; NORTH 13° 21' 10" WEST, 422.23 FEET;

THENCE ALONG THE NORTHEASTERLY AND NORTHERLY LINE OF SAID ROAD, AS DESCRIBED IN THE DEED LAST ABOVE REFERRED TO, THE FOLLOWING COURSES AND DISTANCES;

CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 316.13 FEET THROUGH A CENTRAL ANGLE OF 41° 11' 00", A DISTANCE OF 227.23 FEET; NORTH 54° 21' 30" WEST, 4.42

FEET; CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 162.00 FEET THROUGH A CENTRAL ANGLE OF 40° 43' 10", A DISTANCE OF 115.13 FEET; NORTH 13° 38' 20" WEST, 17.89 FEET; CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 173.20 FEET THROUGH A CENTRAL ANGLE OF 111° 54' 00", A DISTANCE OF 338.26 FEET; THENCE SOUTH 54° 27' 40" WEST, 82.09 FEET; THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 543.05 FEET THROUGH A CENTRAL ANGLE OF 24° 06' 50", A DISTANCE OF 228.55 FEET; THENCE SOUTH 78° 34' 30" WEST, 4.04 FEET; THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 221.75 FEET THROUGH A CENTRAL ANGLE OF 55° 56' 00", A DISTANCE OF 216.48 FEET; THENCE SOUTH 22° 38' 30" WEST 103.72 FEET; THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 140.00 FEET THROUGH A CENTRAL ANGLE OF 61° 38' 50", A DISTANCE OF 150.63 FEET; THENCE SOUTH 84° 17' 20" WEST, 143.26 FEET; THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 30° 54' 40", A DISTANCE OF 91.72 FEET; THENCE NORTH 64° 48' 00" WEST, 154.44 FEET; THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 430.00 FEET THROUGH A CENTRAL ANGLE OF 15° 33' 10", A DISTANCE OF 116.72 FEET; THENCE NORTH 80° 21' 10" WEST, 280.21 FEET; THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 25° 22' 40", A DISTANCE OF 75.30 FEET; THENCE NORTH 54° 58' 30" WEST, 52.21 FEET; THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 160.00 FEET THROUGH A CENTRAL ANGLE OF 48° 40' 10", A DISTANCE OF 135.91 FEET; THENCE NORTH 13° 49' 20" WEST, 57.05 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DEED TO BESSIE L. CATHCART, BY DEEDS RECORDED MARCH 28, 1949 IN BOOK 2379, PAGES 389 AND 393, OFFICIAL RECORDS, (SAID POINT BEING HEREIN DESIGNATED AS POINT "A"); THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID CATHCART LAND NORTH 55° 49' 10" EAST, 70.42 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CATHCART PARCEL NORTH 50° 25' 50" WEST, 237.95 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID CATHCART PARCEL, SOUTH 78° 02' 10" WEST, 103.07 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID CATHCART PARCEL, SOUTH 6° 16' 10" WEST, 145.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 47° 03' 50" WEST, 18.18 FEET; THENCE NORTH 42° 45' 30" WEST, 14.86 FEET; THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 58° 15' 00", A DISTANCE OF 152.50 FEET; THENCE SOUTH 78° 59' 30" WEST, 68.20 FEET; THENCE CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 230.00 FEET THROUGH A CENTRAL ANGLE OF 15° 33' 00", A DISTANCE OF 62.42 FEET; THENCE SOUTH 63° 26' 30" WEST, 85.67 FEET; THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 47° 42' 40", A DISTANCE OF 58.29 FEET; THENCE NORTH 68° 50' 50" WEST, 71.86 FEET; THENCE CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 67° 17' 30", A DISTANCE OF 23.49 FEET TO A POINT OF TANGENCY IN THE EASTERLY LINE OF LAKE GREGORY DRIVE (OR ROAD) 100.00 FEET WIDE, AS GRANTED BY CREST FOREST COUNTY WATER DISTRICT, ET AL., TO THE COUNTY OF SAN BERNARDINO, BY DEED RECORDED MAY 19, 1949 IN BOOK 2405, PAGE 377, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF LAKE GREGORY DRIVE (OR ROAD) AS DESCRIBED IN THE LAST ABOVE MENTIONED DEED AND IN THE DEED BY CREST FOREST COUNTY WATER DISTRICT, TO THE COUNTY OF SAN BERNARDINO, RECORDED MAY 5, 1949 IN BOOK 2398, PAGE 175, OFFICIAL RECORDS; THE FOLLOWING COURSES AND DISTANCES:

NORTH 1° 44' 00" WEST, 273.75 FEET; CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 450.00 FEET THROUGH A CENTRAL ANGLE OF 28° 34' 00", A DISTANCE OF 224.36 FEET; NORTH 26° 50' 00" EAST, 138.94 FEET;  
 CURVING TO THE LEFT ON A TANGENT CURVE WITH A RADIUS OF 350.00 FEET THROUGH A CENTRAL ANGLE OF 14° 09' 20", A DISTANCE OF 86.47 FEET; NORTH 12° 40' 40" EAST, 50.00 FEET;  
 THENCE NORTH 77° 19' 20" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LAKE GREGORY DRIVE, OR THE SOUTHERLY PROLONGATION THEREOF, AS SHOWN ON MAP OF TRACT NO. 2872 AS RECORDED IN [BOOK 41, PAGES 18](#) AND 19 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND THE NORTHERLY LINE OF THE 175 FOOT MARGINAL STRIP AS DEEDED TO THE CREST FOREST COUNTY WATER DISTRICT, PER DEED RECORDED IN [BOOK 1180, PAGE 274](#), OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA;  
 THENCE NORTH 12° 40' 40" EAST, ALONG SAID EASTERLY LINE OF LAKE GREGORY DRIVE TO THE BEGINNING OF A CURVE AT THE INTERSECTION OF SAID EASTERLY LINE OF LAKE GREGORY DRIVE AND THE SOUTHERLY LINE OF HUSTON FLAT ROAD, AS PER SAID TRACT NO. 2872, (HUSTON FLAT ROAD NOW BEING KNOWN AS GREGORY LAKE DRIVE);  
 THENCE CURVING TO THE RIGHT WITH A RADIUS OF 20 FEET THROUGH A CENTRAL ANGLE OF 90° 00', A DISTANCE OF 31.42 FEET TO A POINT IN SAID SOUTHERLY LINE OF HUSTON FLAT ROAD;  
 THENCE SOUTH 77° 19' 20" EAST ALONG SAID SOUTHERLY LINE OF HUSTON FLAT ROAD TO THE INTERSECTION OF SAID SOUTHERLY LINE OF HUSTON FLAT ROAD, OR THE EASTERLY PROLONGATION THEREOF, AND SAID NORTHERLY LINE OF THE 175 FOOT MARGINAL STRIP;  
 THENCE IN A WESTERLY DIRECTION ALONG SAID NORTHERLY LINE OF THE 175 FOOT MARGINAL STRIP TO THE POINT OF BEGINNING.

**PARCEL 2: ([APN 337-202-09](#); [340-032-01](#); [340-032-02](#); [340-032-04](#))**

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF A 60 FOOT ROAD DEDICATION, AS PER DEED RECORDED IN BOOK 2670, PAGE 327, OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SAID POINT IS FURTHER QUALIFIED AS BEING STATION 49, AND 37.60 AS SHOWN ON COUNTY SURVEYOR'S MAP NO. 3299; THENCE SOUTH 13°30'00" EAST, ALONG SAID CENTER LINE, A DISTANCE OF 417.48 FEET; THENCE LEAVING SAID CENTER LINE NORTH 76°30'00" EAST, 30.00 FEET TO A POINT IN THE EASTERLY LINE OF SAID 60 FOOT ROAD DEDICATION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 76°30'00" EAST 96.55 FEET; THENCE SOUTH 53°02'30" EAST, 258.99 FEET; THENCE NORTH 67°28'40" EAST, A DISTANCE OF 392.09 FEET TO A POINT IN THE WESTERLY LINE OF SAID 60 FOOT ROAD DEDICATION; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE WESTERLY, NORTHERLY, AND EASTERLY LINES OF SAID 60 FOOT ROAD DEDICATION THE FOLLOWING COURSE AND DISTANCES; SOUTH 18°44'00" EAST, (RECORDED SOUTH 17°49'00" EAST, AS PER TRACT 2616 RECORDED IN [BOOK 37 OF MAPS, PAGES 42-45](#), RECORDS OF SAID COUNTY), A DISTANCE OF 210.5 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'10", TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 170 FEET; THENCE SOUTHERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°35'35"; THENCE NORTH 53°33'15" WEST ALONG THE EASTERLY LINE OF SAID 60 FOOT ROAD DEDICATION, 261.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 720 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°03'15"; THENCE NORTH 13°30'00" WEST, 4.14 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 3: (APN 339-012-11)**

ALL THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT NO. 168, TRACT NO. 2736, AS PER MAP RECORDED IN [BOOK 38 OF MAPS, PAGES 34 THROUGH 37](#), RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT NO. 168, NORTH 76°03'10" EAST, 49.90 FEET AND SOUTH 76°23'50" EAST, 77.22 FEET TO THE COMMON CORNER BETWEEN LOTS 168, 174 AND 175 OF SAID TRACT NO. 2736; THENCE ALONG THE SOUTHERLY LINE OF LOTS 175, 176, 177 ABOVE DESCRIBED 178 OF SAID TRACT NO. 2736, SOUTH 60°41'50" EAST, 93.66 FEET, SOUTH 59°33'50" EAST, 122.30 FEET, AND SOUTH 65°33'50" EAST, 41.63 FEET TO THE WESTERLY LINE OF A 20.00 FOOT WIDE WALKWAY, AS SHOWN ON THE MAP OF SAID TRACT NO. 2736; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 20°25'40" WEST, 67.32 FEET TO A POINT IN THE NORTHERLY LINE OF GREGORY LAKE ROD (FORMERLY AROSA DRIVE), 60 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF SAN BERNARDINO, RECORDED JANUARY 21, 1943 IN BOOK 1619, PAGE 20, OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY LINE, NORTH 69°34'20" WEST, 229.55 FEET TO ITS INTERSECTION WITH EDELWEISS DRIVE (UNDEDICATED) AS SHOWN BY BROKEN LINE ON THE MAP OF SAID TRACT N. 2736; THENCE ALONG THE EASTERLY LINE OF SAID EDELWEISS DRIVE ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 182.97 FEET THROUGH A CENTRAL ANGLE OF 51°37'30", A DISTANCE OF 164.86 FEET TO THE POINT OF BEGINNING.

**PARCEL 4: (APN 337-151-07; 337-202-15)**

ALL THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF EDELWEISS DRIVE, 40 FEET WIDE, THAT BEARS SOUTH 76° 03' 10" WEST, 40.10 FEET FROM THE SOUTHWEST CORNER OF LOT NO. 168, TRACT NO. 2736, AS PER MAP RECORDED IN BOOK 38 OF HAPS, PAGES 34 THROUGH 37, RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID EDELWEISS DRIVE (UNDEDICATED) AS SHOWN BY BROKEN LINE ON THE MAP OF SAID TRACT NO. 2736, SOUTH 17° 56' 50" EAST, 58.21 FEET AND CURVING TO THE RIGHT ON A TANGENT CURVE WITH A RADIUS OF 104.70 FEET THROUGH A CENTRAL ANGLE OF 56° 20' 00", A DISTANCE OF 103.04 FEET TO A POINT OF TANGENCY WITH THE NORTHERLY LINE OF GREGORY LAKE ROAD, AS GRANTED TO THE COUNTY OF SAN BERNARDINO, BY DEED RECORDED JANUARY 21, 1943 IN BOOK 1619, PAGE 20, OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF GREGORY LAKE ROAD, SOUTH 38° 23' 10" WEST, 534.20 FEET; THENCE CURVING TO THE RIGHT ALONG SAID ROAD ON A TANGENT CURVE WITH A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 27° 42' 00", A DISTANCE OF 130.53 FEET; THENCE CONTINUING ALONG SAID ROAD, SOUTH 66° 05' 16" WEST, 49.30 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN RIGHT OF WAY, 60.00 FEET WIDE, GRANTED TO THE COUNTY OF SAN BERNARDINO, BY DEED RECORDED OCTOBER 16, 1950 IN [BOOK 2655, PAGE 589](#), OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY, NORTH 3° 03' 10" EAST, 11.89 FEET; NORTH 5° 08'50" WEST, 67.93 FEET, AND NORTH 26° 57' 50" WEST, 103.20 FEET TO A POINT IN THE WEST LINE OF SAID NORTHEAST 1/4; THENCE ALONG SAID WEST LINE, NORTH 0° 56' 50" WEST, 303.22 FEET TO A POINT IN THE SOUTHERLY LINE OF THE LAND DEEDED TO J. W. HIBBEN AND ETHEL B. HIBBEN, BY PEED RECORDED MAY 26, 1947 IN [BOOK 2051, PAGE 415](#), OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID HIBBEN LAND, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 55°56'50" EAST, 37.83 FEET; NORTH 89°03'10" EAST, 147.00 FEET; NORTH 69°43'10" EAST, 75.00 FEET; NORTH 6°16'50" WEST, 160.00 FEET; NORTH 89°43'10" EAST, 191.00 FEET; NORTH 76°03'10" EAST, 120.00 FEET; TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE REAL PROPERTY GRANTED TO CREST NO. 1 COUNTY FIRE PROTECTION DISTRICT BY DEED RECORDED DECEMBER 23, 1955 IN BOOK 3818, PAGE 349 OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, WITH THE NORTHERLY RIGHT OF WAY LINE OF LAKE DRIVE AS SAME IS SHOWN ON THE RECORD OF SURVEY RECORDED IN [BOOK 40 OF RECORD OF SURVEYS, PAGE 68](#), RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 66°04'09" EAST, 103.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 27°42'40", A DISTANCE OF 130.59 FEET; THENCE NORTH 38°21'20" EAST, 172.28 FEET TO THE MOST EASTERLY CORNER OF SAID CREST NO. 1 COUNTY FIRE PROTECTION DISTRICT LAND, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LAND NORTH 51°38'31" WEST, 60.00 FEET; THENCE SOUTH 68°21'29" WEST, 18.08 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 51°38'31" EAST, 69.04 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID LAKE DRIVE; THENCE NORTH 38°21'29" EAST, 15.66 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CREST NO. 1 COUNTY FIRE PROTECTION DISTRICT, BY DEED RECORDED DECEMBER 23, 1955 IN BOOK 3818, PAGE 349 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST ONE-QUARTER WITH THE NORTHERLY RIGHT OF WAY LINE OF GREGORY LAKE ROAD AS SAME, IS SHOWN ON SAN BERNARDINO COUNTY SURVEYOR'S MAP NO. 3299; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 65° 58' EAST 102.96 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 27° 42', A DISTANCE OF 130.53 FEET; THENCE NORTH 38° 16' EAST 52.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 38° 16' EAST 120.00 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 51° 44' WEST 60.00 FEET; THENCE SOUTH 68° 16' WEST 60.00 FEET; THENCE SOUTH 38° 16' WEST 16.08 FEET; THENCE SOUTH 21° 44' EAST 103.92 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO CRESTLINE SANITATION DISTRICT BY DEED RECORDED FEBRUARY 18, 1982 AS [INSTRUMENT NO. 82-32646](#) OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO CREST FOREST FIRE PROTECTION DISTRICT BY DEED RECORDED APRIL 2, 1982 AS INSTRUMENT NO. 82-64897 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO CRESTLINE SANITATION DISTRICT, A SPECIAL DISTRICT BY DEED RECORDED MARCH 19, 2002 AS INSTRUMENT NO. 2002-134645 OF OFFICIAL RECORDS.

**PARCEL 5: ([APN 0337-151-02](#))**

ALL THAT PORTION OF THE NORTH 1/2 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 SECTION 23; THENCE NORTH 1°04' WEST, 608.61 FEET; THENCE NORTH 38°16' EAST 950.81 FEET; THENCE NORTH 18°04' WEST 137 FEET; THENCE SOUTH 75°56' WEST 20.05 FEET TO THE TRUE POINT OF

BEGINNING ON THE WESTERLY EDGE OF A 40 FOOT ROAD; THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 75°56' WEST, 120 FEET; THENCE SOUTH 89°36' WEST, 191 FEET; THENCE SOUTH 7°24' EAST, 160 FEET; THENCE SOUTH 69°36' WEST, 75 FEET; THENCE SOUTH 88°56' WEST, 147 FEET; THENCE NORTH 56°04' WEST, 63 FEET; THENCE NORTH 5°04' WEST, 305 FEET; THENCE NORTH 84°06' EAST, 448 FEET TO A POINT ON A CURVE CONCAVE TO THE LEFT ON THE NORTHWESTERLY LINE OF A 40 FOOT ROAD WHOSE RADIUS IS 65.73 FEET AND WHOSE INITIAL TANGENT BEARS SOUTH 47°36' WEST; THENCE ALONG THE ARC OF SAID CURVE IN A SOUTHERLY DIRECTION A DISTANCE OF 166.34 FEET THROUGH AN ANGLE OF 145°00'; THENCE NORTH 82°36' EAST 32.08 FEET TO A CURVE CONCAVE TO THE RIGHT WHOSE RADIS IS 40 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 55.39 FEET THROUGH AN ANGLE OF 79°20'; THENCE SOUTH 18°04' EAST 33.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE MOBILEHOME LOCATED THEREON.

**PARCEL 6: (APN 0337-151-04)**

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED JUNE 11, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE PROPERTY CONVEYED TO EARL F. SILVA, ET UX., BY DEED RECORDED MARCH 30, 1966, IN [BOOK 6597, PAGE 850](#), OFFICIAL RECORDS. SAID POINT ALSO BEING ON THE WESTERLY LINE OF EDELWEISS DRIVE, 40 FEET WIDE AS SHOWN ON THE MAP OF TRACT NO. 2736, AS PER PLAT RECORDED IN [BOOK 38 OF MAPS, PAGES 34 TO 37 INCLUSIVE](#), RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID SILVA PROPERTY, SOUTH 84°06' WEST 407.52 FEET TO A POINT ON THE WEST LINE OF NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, 200.84 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 200 FEET DISTANT NORTHERLY FROM THE NORTHERLY LINE OF SAID SILVA PROPERTY AS MEASURED AT RIGHT ANGLES NORTH 84°06' EAST 591.11 FEET TO A POINT ON THE WESTERLY LINE OF THE AFOREMENTIONED EDELWEISS DRIVE, FROM WHICH POINT A RADIAL LINE BEARS SOUTH 30°55'25" EAST; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID WESTERLY LINE OF EDELWEISS DRIVE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 141.08 FEET, THROUGH A CENTRAL ANGLE OF 45°20'35" A DISTANCE OF 111.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 127.71 FEET, THROUGH A CENTRAL ANGLE OF 33°57' A DISTANCE OF 75.67 FEET TO THE END OF A CURVE; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID EDELWEISS DRIVE, SOUTH 47°40'58" WEST 102.96 FEET (RECORD SOUTH 40°33' WEST 103.08 FEET), TO THE POINT OF BEGINNING.

**PARCEL 7: (APN 0337-141-09)**

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED JUNE 11, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 106, TRACT NO. 4311, AS PER PLAT RECORDED IN [BOOK 55 OF MAPS, PAGES 48 TO 50 INCLUSIVE](#), RECORDS OF SAID COUNTY; THENCE SOUTH 8°34'10" WEST ALONG THE EASTERLY LINE OF LOTS 106, 107 AND 108 IN SAID TRACT NO. 4311, 176.10 FEET TO A POINT IN THE NORTH LINE OF LOT 109 IN SAID TRACT NO. 4311; THENCE NORTH 84°27'30" EAST ALONG THE NORTHERLY LINE OF LOT 109 AND LOT 110 IN SAID TRACT NO. 4311, 109.42 FEET TO THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND 60 FEET WIDE, AS CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY DEED RECORDED OCTOBER 16, 1950, IN [BOOK 2655, PAGE 589](#), OFFICIAL RECORDS, KNOWN AS ACCESS ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID ACCESS ROAD THE FOLLOWING COURSES AND DISTANCES:

NORTH 18°57' EAST 124.36 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 35°57' EAST 79.23 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 8°46' WEST 25.30 FEET TO A POINT THEREIN, SAID POINT BEING ON THE SOUTHERLY LINE OF THE LAND CONVEYED TO TRI-CITY ROCK-FONTANA, A PARTNERSHIP, BY DEED RECORDED APRIL 9, 1964, IN [BOOK 6124, PAGE 677](#), OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID TRI-CITY ROCK-FONTANA PROPERTY, SOUTH 75°00'54" WEST 178.20 FEET TO THE POINT OF BEGINNING.

**PARCEL 8: (APN 0337-141-10)**

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED JUNE 11, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO EARL F. SILVA, ET UX., BY DEED RECORDED MARCH 30, 1966, IN [BOOK 6597, PAGE 850](#), OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID SILVA PROPERTY, SOUTH 5° 04' WEST 305 FEET; THENCE SOUTH 56° 04' EAST ALONG THE WESTERLY LINE OF SAID SILVA PROPERTY 23 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 23, 300 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THAT CERTAIN STRIP OF LAND 60 FEET WIDE CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY DEED RECORDED OCTOBER 16, 1950, IN [BOOK 2655, PAGE 589](#), OFFICIAL RECORDS, KNOWN AS ACCESS ROAD; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID ACCESS ROAD NORTH 77° 17' WEST 266.85 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID ACCESS ROAD NORTH 50° 18' WEST 93.62 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID ACCESS ROAD, NORTH 24° 05' WEST 148.95 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID ACCESS ROAD 64°08' WEST 123.38 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID ACCESS ROAD, NORTH 18° 57' EAST 74.97 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID ACCESS ROAD, NORTH 35° 57' EAST 84.77 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID ACCESS ROAD, NORTH 8° 46' EAST 60.70 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID ACCESS ROAD, NORTH 29° 38' WEST 7.87 FEET TO A POINT SITUATED IN A DIRECT LINE BETWEEN THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF LOT 106, TRACT NO. 4311, AS PER PLAT RECORDED IN [BOOK 55 OF MAPS, PAGES 48 TO 50 INCLUSIVE](#), RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE LAND CONVEYED TO TRI-CITY ROCK-FONTANA, A PARTNERSHIP, BY DEED RECORDED APRIL 9, 1964, IN [BOOK 6124, PAGE 677](#), OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID TRI-CITY ROCK-FONTANA PROPERTY, NORTH 57° 00' 54" EAST 383.42 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF THAT PROPERTY CONVEYED TO EARL F. SILVA, ET UX., BY DEED RECORDED MARCH 30, 1966, IN [BOOK 6597, PAGE 850](#), OFFICIAL RECORDS; THENCE SOUTH 55°56'50" EAST 23 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE SOUTH 52°04'50" WEST 192.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 37°55'10" WEST 20.00 FEET; THENCE SOUTH 52°04'50" WEST 40.00 FEET; THENCE SOUTH 37°55'10" EAST 40.00 FEET; THENCE NORTH 52°04'50" EAST 40.00 FEET; THENCE NORTH 37°55'10" WEST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 9: (APN 0377-141-11)**

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF

CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED JUNE 11, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF THAT PROPERTY CONVEYED TO EARL F. SILVA, ET UX., BY DEED RECORDED MARCH 30, 1966, IN [BOOK 6597, PAGE 850](#), OFFICIAL RECORDS; THENCE SOUTH 55°56'50" EAST, 23 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE SOUTH 52°04'50" WEST, 192.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 37°55'10" WEST, 20.00 FEET; THENCE SOUTH 52°04'50" WEST, 40.00 FEET; THENCE SOUTH 37°55'10" EAST, 40.00 FEET; THENCE NORTH 52°04'50" EAST, 40.00 FEET; THENCE NORTH 37°55'10" WEST, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

## SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. There were no taxes levied for the fiscal year 2019-2020 as the property was vested in a public entity.
- B. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.

### THE FOLLOWING MATTERS AFFECT PARCEL 1:

- 2. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 22, 1946  
Recording No: [Book 1173, Page 354](#) of Official Records

Said instrument provides or establishes: A right of way for four private docks and other structures

Note: said covenants were also set out in a deed confirming conveyance of said land recorded January 5, 1937 in [Book 1180, Page 274](#) of Official Records.

- 3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Associated Telephone Company, Ltd. and Southern California Edison Company  
Purpose: Public utilities  
Recording Date: March 29, 1950  
Recording No: [Book 2553, Page 129](#) of Official Records  
Affects: Said land more particularly described therein

- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Crestline Sanitation District  
Purpose: Sewer lines  
Recording Date: November 10, 1950  
Recording No: Book 2670, Page 296 of Official Records  
Affects: Said land more particularly described therein

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California  
Purpose: Public utilities  
Recording Date: February 9, 1953  
Recording No: [Book 3103, Page 430](#) of Official Records  
Affects: Said land more particularly described therein

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Crestline Sanitation District  
Purpose: Sewers  
Recording Date: August 29, 1967  
Recording No: [Book 6881, Page 257](#) of Official Records  
Affects: Said land more particularly described therein

7. Rights of ways for road purposes or public utilities which may be reserved in vacations for Lake Gregory Drive.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Crestline Sanitation District  
Purpose: Sewers  
Recording Date: September 6, 1967  
Recording No: [Book 6885, Page 219](#) of Official Records  
Affects: Said land more particularly described therein

**THE FOLLOWING MATTERS AFFECT PARCEL 2:**

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
Purpose: Public utilities  
Recording Date: October 1, 1929  
Recording No: [Book 549, Page 88](#) of Official Records

The exact location and extent of said easement is not disclosed of record.

10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 22, 1936  
Recording No: [Book 1173, Page 354](#) of Official Records

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Lake Gregory Water Company  
Purpose: Pipe lines  
Recording Date: September 23, 1941  
Recording No: [Book 1499, Page 216](#) of Official Records  
Affects: Said land more particularly described therein

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Crestline Sanitation District  
Purpose: Sewer lines  
Recording Date: November 10, 1950  
Recording No: Book 2670, Page 296 of Official Records  
Affects: Said land more particularly described therein

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
Purpose: Public utilities  
Recording No: [Book 3938, Page 525](#) of Official Records  
Affects: Said land more particularly described therein

14. An easement for the hereinafter set forth specific purposes and incidental purposes as disclosed by Judgment of the Superior Court of the County of San Bernardino, Case No. 158298, recorded December 28, 1978 in [Book 9589, Page 2458](#) of Official Records, and by stipulation thereof recorded March 23, 1979 in [Book 9649, Page 2120](#), of Official Records.

Said easement is for the use, possession and enjoyment of easements over, upon and across the lands described herein, together with the use of the clubhouse and other improvements and recreational facilities thereon for the purpose of conducting sports and other recreational uses thereon and the rights of ingress and egress thereto for social, picnics, sports and other recreational purposes, subject to the terms and conditions contained therein.

15. Recital in conveyances to the County of San Bernardino, recorded October 28, 1982 as [Instrument No. 82-215952](#) and 82-215953 of Official Records, recites as follows:

- (A) All persons who were charter members of the Club San Moritz owner of a lot in the Club San Moritz Tracts or their successors in interest, will receive a gate pass, (without charge) to the Lake Gregory Grounds owned by the County, until January 1, 2010, at which time all such rights will automatically terminate.
- (B) All other persons who presently own a lot in the Club San Moritz Tracts will receive a gate pass (without charge) to the Lake Gregory Grounds owned by the County until January 1, 1990, at which time all rights will automatically terminate.

**THE FOLLOWING MATTERS AFFECT PARCELS 3 AND 4:**

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of San Bernardino  
Purpose: Highway and sewer  
Recording Date: October 16, 1950  
Recording No: [Book 2655, Page 589](#) of Official Records  
Affects: Said land more particularly described therein

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California, a Corporation  
Purpose: Transmission of electric energy for communication purposes  
Recording Date: November 12, 1953  
Recording No: [Book 3275, Page 108](#) of Official Records  
Affects: Said land more particularly described therein

## 18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California, a Corporation  
 Purpose: Transmission of electric energy for communication and other purposes  
 Recording Date: January 29, 1963  
 Recording No: [Book 5842, Page 745](#) of Official Records  
 Affects: Said land more particularly described therein

## 19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California, a Corporation  
 Purpose: Transmission of electric energy for communication and other purposes  
 Recording Date: February 14, 1963  
 Recording No: [Book 5852, Page 898](#) of Official Records  
 Affects: Said land more particularly described therein

## 20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Gas Company  
 Purpose: Pipe lines  
 Recording Date: January 25, 1966  
 Recording No: [584](#), Book 6558, Page 450 of Official Records  
 Affects: Said land more particularly described therein  
 Affects: Parcel 3

## 21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Crestline Sanitation District  
 Purpose: Sewers  
 Recording Date: September 28, 1967  
 Recording No: [Book 6897, Page 888](#) of Official Records  
 Affects: Said land more particularly described therein

## 22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Crestline Sanitation District  
 Purpose: Access  
 Recording Date: March 19, 2002  
 Recording No: [2002-0134644](#) of Official Records  
 Affects: Said land more particularly described therein  
 Affects: Parcel 4

## 23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Jeffrey E. Silva, successor trustee f the Silva 1984 Revocable Trust  
 Purpose: Paved roadway for ingress and egress  
 Recording Date: July 13, 2015  
 Recording No: [2015-0297316](#) of Official Records  
 Affects: Said land more particularly described therein  
 Affects: Parcel 4

**THE FOLLOWING MATTERS AFFECT PARCELS 5, 6, 7, 8 AND 9:**

24. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 26, 1947  
 Recording No: [Book 2051, Page 415](#) of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Affects: Parcel 5

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company Ltd., a Corporation  
 Purpose: Poles and wires  
 Recording Date: July 25, 1951  
 Recording No: [Book 2799, Page 440](#) of Official Records  
 Affects: Said land more particularly described therein

Affects: Parcel 6

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
 Purpose: Poles and wires  
 Recording Date: August 29, 1951  
 Recording No: [Book 2816, Page 419](#) of Official Records  
 Affects: Said land more particularly described therein

Affects: Parcel 5

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California, a Corporation  
 Purpose: The transmission of electric energy for communication purposes  
 Recording Date: November 12, 1953  
 Recording No: [Book 3275, Page 108](#) of Official Records  
 Affects: Said land more particularly described therein

Affects: Parcel 5

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California, a Corporation  
 Purpose: The transmission of electric energy for communication and other purposes  
 Recording Date: January 29, 1963  
 Recording No: [Book 5842, Page 745](#) of Official Records  
 Affects: Said land more particularly described therein

Affects: Parcel 5

29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California, a Corporation  
 Purpose: The transmission of electric energy for communication and other purposes  
 Recording Date: February 14, 1963  
 Recording No: [Book 5852, Page 898](#) of Official Records  
 Affects: Said land more particularly described therein  
 Affects: Parcel 6

30. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Lake Gregory Land and Water Company  
 Purpose: Ingress and egress  
 Recording Date: May 28, 1969  
 Recording No: [Book 7239, Page 917](#) of Official Records

The exact location and extent of said easement is not disclosed of record.

Affects: Parcel 8

31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Crestline Sanitation District  
 Purpose: Sewer pipelines and appurtenances  
 Recording Date: November 9, 1983  
 Recording No: [83-264332](#) of Official Records  
 Affects: Said land more particularly described therein  
 Affects: Parcel 7

32. "Grant of Easement and Agreement (Drainage and Flowage) (Ingress and Egress)"

Recording Date: June 25, 2015  
 Recording No.: [2015-0267219](#) of Official Records

Reference is hereby made to said document for full particulars.

Affects: Parcels 5 and 8

33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The County of San Bernardino, a political subdivision  
 Purpose: Temporary construction  
 Recording Date: June 25, 2015  
 Recording No: [2015-0267220](#) of Official Records  
 Affects: Said land more particularly described therein  
 Affects: Parcel 8

34. "Grant of Easement and Agreement (Ingress and Egress)"

Recording Date: July 13, 2015  
Recording No.: [2015-0297316](#) of Official Records

Reference is hereby made to said document for full particulars.

Affects: Parcels 5 and 8

**THE FOLLOWING MATTERS AFFECT ALL PARCELS:**

35. Easement(s) in favor of the public over any existing roads lying within said Land.

36. Any adverse claim based upon the assertion that:

Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Lake Gregory in the event the boundary of said Lake Gregory has been artificially raised or is now or at any time has been below the high watermark, if said Lake Gregory is in its natural state.

Some portion of said Land has been created by artificial means or has accreted to such portion so created.

Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Lake Gregory, or has been formed by accretion to any such portion.

37. Any interest of the person(s) shown below appearing as assessed owner(s) of said Land on the county secured tax rolls.

Name(s): Urban Parks Concessionaires

38. Any interest of the person(s) shown below appearing as assessed owner(s) of said Land on the county secured tax rolls.

Name(s): Jeffrey E. Silva, Trustee

39. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

40. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

41. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

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

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

## **REQUIREMENTS SECTION:**

Req. No. 1: This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: County of San Bernardino

## INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

**For wiring Instructions please contact your Title Officer or Title Company Escrow officer.**

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6: Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note No. 7: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

- Note No. 8: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
  - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
  - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: slc  
Date Typed: November 20, 2019

**Attachment One (Revised 05-06-16)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 10,000.00</b>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 5,000.00</b>

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [ t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### [PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. ]

#### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. ]
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Lawyers Title Company  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Phone: (951) 774-0825  
Fax: ( )

Order No. 619676445

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

**FNF Underwritten Title Company**  
LTC - Lawyers Title Company

**FNF Underwriter**  
CLTIC - Commonwealth Land Title Insurance Co.

### **Available Discounts**

#### **DISASTER LOANS (CLTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **EMPLOYEE RATE (LTC and CLTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

## **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

### **Personal Information.**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

### **Browsing Information.**

FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

### **Web Beacons.**

We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

### **Do Not Track.**

Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

### **Links to Other Sites.**

FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

### **For California Residents:**

We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:**

You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:**

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice: Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other lands, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.  
Page 1 of 1  
Requested by: ed.courtney, Printed: 11/20/2019 12:05 PM

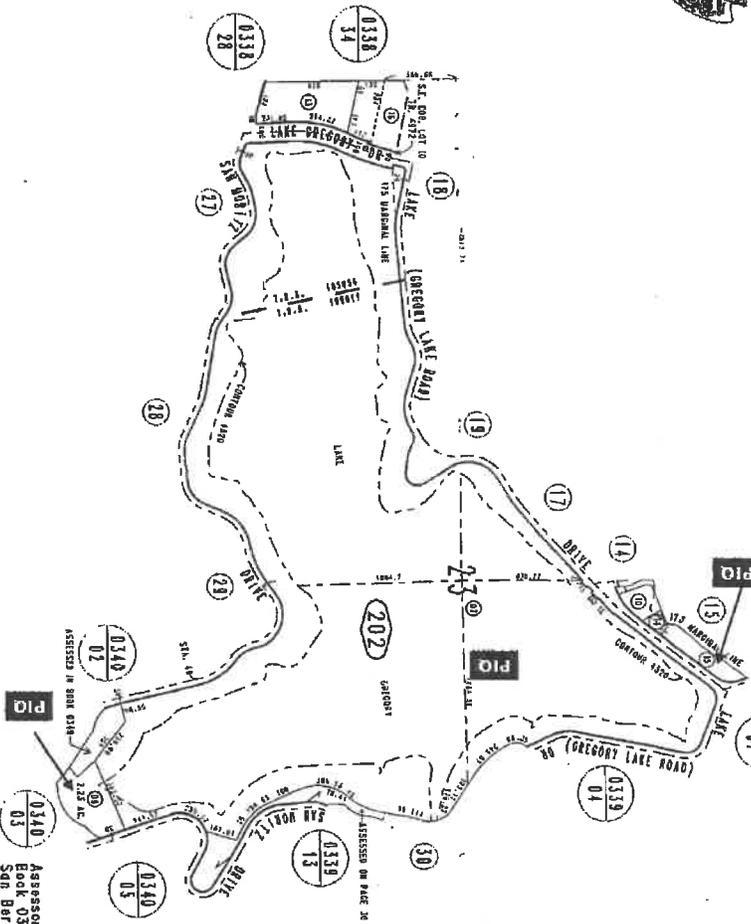
For use of the PG&E  
or its related entities only.



Pln. Sec. 23, T.2N., R.4W., S.B.B.&M.

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Tax Rate Area  
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May 2005



Assessor's Map  
Book 0337 Page 20  
San Bernardino County

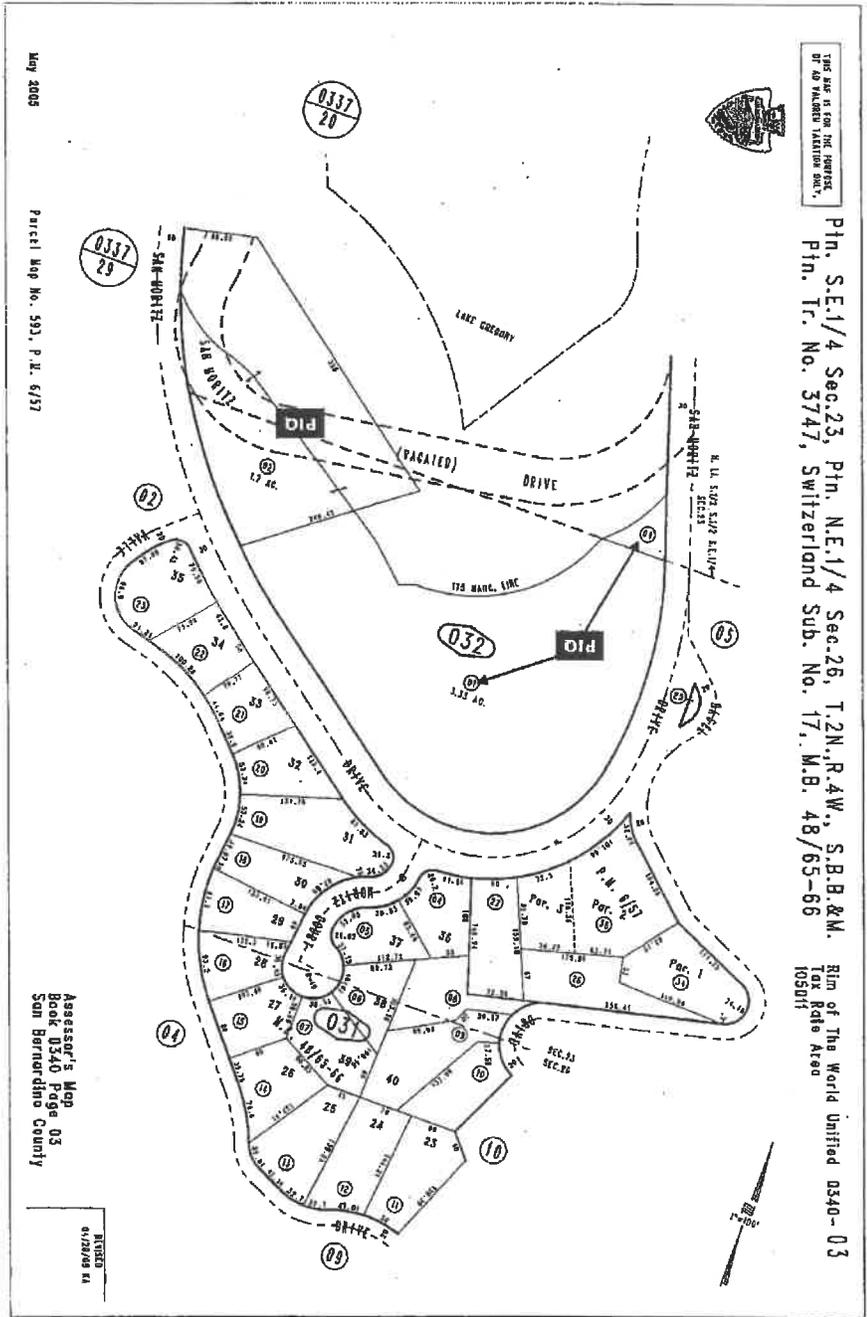
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THIS MAP IS FOR THE INTEREST OF AD VALOREM TAXATION ONLY.

Ptn. S.E.1/4 Sec.23, Ptn. N.E.1/4 Sec.26, T.2N.,R.4W., S.B.B.&M. Rim of The World Unified 0340-03  
Ptn. T.C. No. 3747, Switzerland Sub. No. 17, M.B. 48/65-66 Tax Rate Also 105041



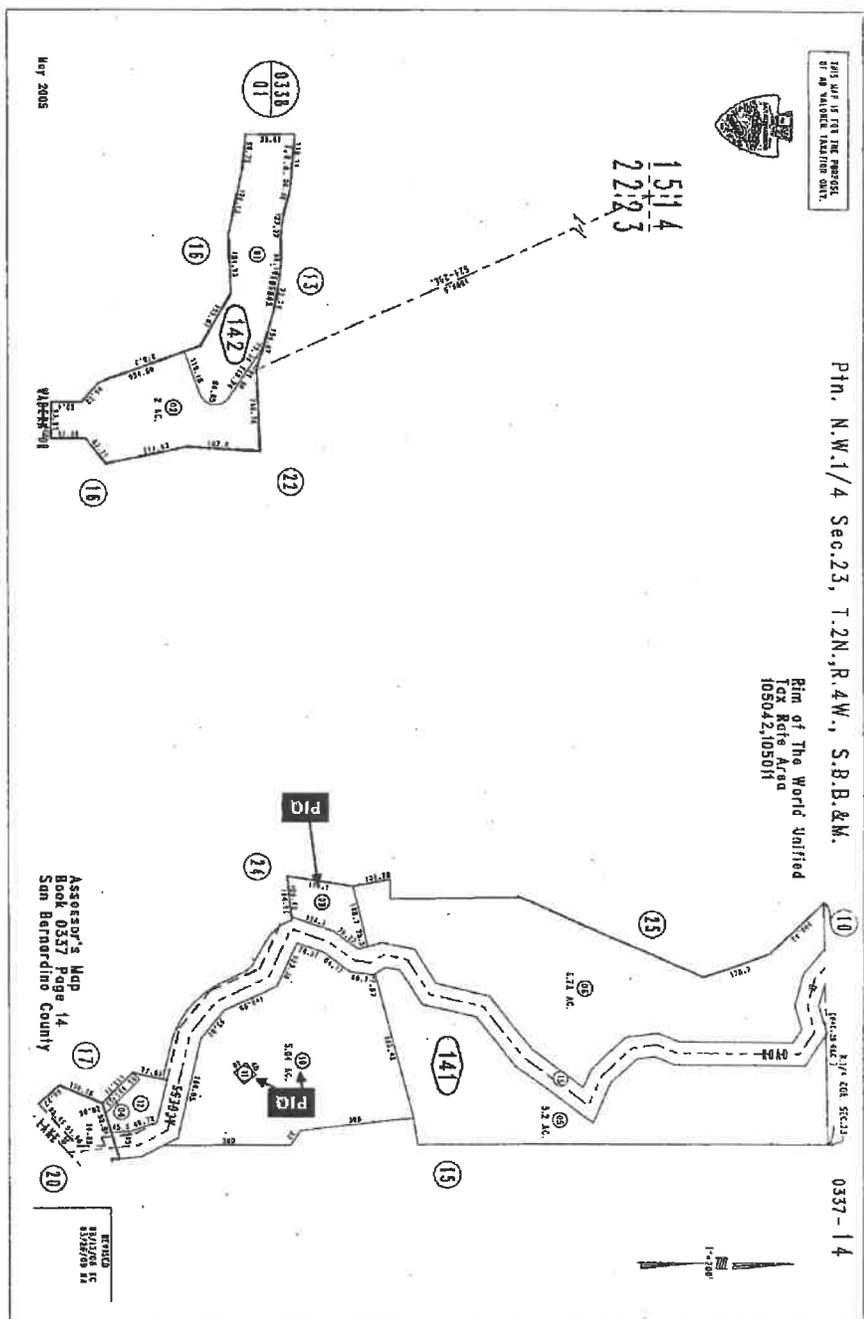
Map 2005

Parcel Map No. 593, P. R. 6/57

Assessor's Map Book 0340 Page 03 San Bernardino County

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This map is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





**EXHIBIT "B"**  
**PREVAILING WAGE REQUIREMENTS**

- A. All or a portion of the OPERATOR Improvements in the Agreement requires the payment of prevailing wages and compliance with the following requirements. As used in this exhibit, the term "Contractor" shall include OPERATOR and OPERATOR's contractor and/or subcontractors and the term "OPERATOR Improvements" shall include the improvements made by or on behalf of OPERATOR pursuant to the Agreement.**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the OPERATOR will obtain from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the OPERATOR Improvements is to be performed. Copies of said rates are on file with the OPERATOR, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the OPERATOR Improvements, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the OPERATOR Improvements, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the OPERATOR Improvements, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the OPERATOR Improvements. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County.

The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the OPERATOR Improvements.

**5. Payroll Records:**

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the OPERATOR Improvements. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any OPERATOR Improvements performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
  - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
  - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the OPERATOR Improvements shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-

hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the OPERATOR Improvements or upon any part of the OPERATOR Improvements, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the OPERATOR Improvements by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.

- 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
  - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal,

provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The

appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except

those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the OPERATOR Improvements shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the OPERATOR Improvements. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:**

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
  - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
  - v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
  - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
  - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
  - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
  - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
  - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
  - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
  - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance:**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of

California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

**Exhibit "C"**  
**List of Permitting Agencies**

- Environmental Health Services (EHS), Jennifer Osorio, 909-387-5159
  
- State of California, Department of Industrial Relations Division of Occupational Safety and Health, Amusement Ride and Tramway Unit- 2 MacArthur Pl. Suite 700 Santa Ana, CA 92707, 714-567-7211
  
- Alcoholic Beverage Control (ABC), 916-419-2500
  
- Slide Engineering Specialist, Margulies Consulting Engineers, 17727 Chatsworth St, Suite 210, Granada Hills, CA 91344, 818-363-6303

**EXHIBIT "D"**  
**LIST OF FORMER COUNTY OFFICIALS**

**INSTRUCTIONS:** List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the OPERATOR, the date the Official entered OPERATOR's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

Michael Pate

Never an employee. I chaired the Crestline municipal advisory council for 7 years and also served one year on the Crestline Sanitation District Board.

Stephen Garcia

was never an employee. Am currently the Chair of the Crestforest Municipal Advisory Commission. Member since 6/2017

OPERATOR hereby certifies that the information it has provided in this Exhibit "D" is true, complete and accurate.

**OPERATOR:**

By: \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) Manager  
Date: 2/16/2021

DocuSigned by:  
*Michael Pate*  
E2E5D81E7C08E45C...

DocuSigned by:  
*SG*  
26E834D835B34E8...

Manager  
2/16/2021

**EXHIBIT "E"**  
**EXISTING ENCUMBRANCES**

**EXHIBIT "F"**  
**COUNTY EQUIPMENT**

**LAKE GREGORY ASSETS**

<u>Item Number</u>	<u>Description</u>	<u>Model</u>	<u>Qty</u>	<u>Location</u>	<u>Notes</u>
1	6' rectangle table		8	Beach deck	
2	60" folding round		9	Beach deck	
3	96" Mobile bar	NSF Stainless Steel	1	Beach Deck	
4	Market lights		8	Beach Deck	
5	Metal white folding chair		74	Beach deck	
6	All weather ice bin		1	Beach Deck	
7	Double kegerator		1	Beach Deck	
8	Commercial dishwasher	Ecolab ES2000	1	Cove Café	
9	Desk		1	Cove Café	
11	Freezer shelving		4	Cove Café	
12	Hood system		1	Cove Café	
13	Metal Shelving - 4 tier	NSF Stainless	4	Cove Café	
14	Tork paper towel dispenser		5	Cove Café	
15	Tork soap dispenser		5	Cove Café	
16	Triple sink/sanitizing		1	Cove Café	
17	48" Round table (fixed legs)		6	Lodge	
18	60" folding round		2	Lodge	
19	Brown trash bin covers		5	Lodge	
20	Chafing dish		6	Lodge	
21	Chair racks		4	Lodge	
22	Cocktail table		5	Lodge	
23	Commercial dishwasher		1	Lodge	
24	Dance floor		1	Lodge	
25	Donut wall		1	Lodge	
26	EZ Up		1	Lodge	
27	Folding cafeteria table/bench		27	Lodge	
28	Hexagonal arch		1	Lodge	
29	Mahogany high chair		3	Lodge	
30	Market Lights		24	Lodge	
31	Metal white folding chair		166	Lodge	
32	Overstuffed armchair		4	Lodge	
33	Overstuffed ottoman		1	Lodge	
34	Pallet wall		2	Lodge	

**LAKE GREGORY ASSETS**

<u>Item Number</u>	<u>Description</u>	<u>Model</u>	<u>Qty</u>	<u>Location</u>	<u>Notes</u>
35	Propane BBQ		1	Lodge	
36	Swamp cooler		2	Lodge	
37	Top-open freezer		1	Lodge	
38	Wood table topper		3	Lodge	
39	Wood wall		1	Lodge	
40	6' rectangle table		6	Lodge	
41	8' rectangle table		5	Lodge	
42	Farmhouse tables		16	Lodge	
43	Single kegerator		1	Lodge	
44	Wine barrel		3	Lodge	
45	60" round table (folding legs)		24	Lodge	
46	Double kegerator	Avantco	1	Lodge	
47	Digital white board	Stainless	1	Lodge - backroom	
48	steel ice bin		1	Lodge - backroom	
49	Mahogany chairs	Hercules	256	Lodge - backroom	
50	Podium		1	Lodge - backroom	
51	Single door freezer		1	Lodge - backroom	
52	Armoire		1	Lodge - Bridal Suite	
53	Bar stools		4	Lodge - Bridal Suite	
54	Chairs		2	Lodge - Bridal Suite	
55	Corner desk		1	Lodge - Bridal Suite	
56	Dining chairs		6	Lodge - Bridal Suite	
57	Dining table		1	Lodge - Bridal Suite	
58	DirectTV reciever		1	Lodge - Bridal Suite	
59	Foot rest		1	Lodge - Bridal Suite	
60	Large mirror		1	Lodge - Bridal Suite	
61	Storage cubbies		2	Lodge - Bridal Suite	
62	Trash can		1	Lodge - Bridal Suite	
63	TV		1	Lodge - Bridal Suite	
64	Couches		4	Lodge - Bridal Suite	
65	Coffee table		1	Lodge - Bridal Suite	
66	End tables		3	Lodge - Bridal Suite	
67	Air hockey table		1	Lodge - Groom Suite	
68	Arm chairs		5	Lodge - Groom Suite	
69	Couches		3	Lodge - Groom Suite	
70	Dining chairs		6	Lodge - Groom Suite	

**LAKE GREGORY ASSETS**

<u>Item Number</u>	<u>Description</u>	<u>Model</u>	<u>Qty</u>	<u>Location</u>	<u>Notes</u>
71	Dining table		1	Lodge - Groom Suite	
72	DirectTV reciever		1	Lodge - Groom Suite	
73	Pool table		1	Lodge - Groom Suite	
74	TV		1	Lodge - Groom Suite	
75	Bed	Crate n Barrel	1	Lodge - Honeymoon cabin	
76	Breakfast table	Pier one	1	Lodge - Honeymoon cabin	
77	Cabin trailer		1	Lodge - Honeymoon cabin	
78	Chairs	Pier one	2	Lodge - Honeymoon cabin	
79	Coffee table	Pier one	1	Lodge - Honeymoon cabin	
80	Couch	Pier one	1	Lodge - Honeymoon cabin	
81	Décor	Various Décor	1	Lodge - Honeymoon cabin	
82	End tables	Crate n Barrel	3	Lodge - Honeymoon cabin	
83	Lamps	Crate n Barrel	2	Lodge - Honeymoon cabin	
84	Linens	Crate n Barrel	4	Lodge - Honeymoon cabin	
85	TV	42" Vizio	1	Lodge - Honeymoon cabin	
86	Wedding cabin w/ deck		1	Lodge - Honeymoon cabin	
87	6 burner convection oven	Blodgett	1	Lodge - Kitchen	
88	Anti-slip mats		8	Lodge - Kitchen	
89	Commercial Dish Caddy	Grey	2	Lodge - Kitchen	
90	Commercial kitchen cart	Grey	1	Lodge - Kitchen	
91	Commercial kitchen cart	Black	1	Lodge - Kitchen	
92	Disposal sink		1	Lodge - Kitchen	
93	Double door refrigerator		1	Lodge - Kitchen	
94	Double oven	Dukes	2	Lodge - Kitchen	
95	Freezer	Tru	1	Lodge - Kitchen	
96	Hand/eye wash sink		1	Lodge - Kitchen	
97	Hood system		1	Lodge - Kitchen	
98	Hot water heater		1	Lodge - Kitchen	
99	Ice machine		1	Lodge - Kitchen	
100	Industrial dishwasher		1	Lodge - Kitchen	
101	Microwave		1	Lodge - Kitchen	
102	Open sided metal wire shelves		8	Lodge - Kitchen	
103	Stainless steel prep station		2	Lodge - Kitchen	
104	Triple sink/sanitizing		1	Lodge - Kitchen	
105	Warmer lamp (3-light)		1	Lodge - Kitchen	
106	Warming/chafing table		1	Lodge - Kitchen	
					1 in backroom for repair

**LAKE GREGORY ASSETS**

<u>Item Number</u>	<u>Description</u>	<u>Model</u>	<u>Qty</u>	<u>Location</u>	<u>Notes</u>
107	Cocktail table chairs	Tall Chairs	10	Lodge - Patio/Outdoors	
108	Cocktail tables	Short rectangular	20	Lodge - Patio/Outdoors	
109	Cocktail tables	Tall Rectangular	5	Lodge - Patio/Outdoors	
110	Flagstones		177	Lodge - Patio/Outdoors	
111	Trashcans		7	Lodge - Patio/Outdoors	
112	Wood log benches		5	Lodge - Patio/Outdoors	
113	Arbor arch		1	Lodge - Patio/Outdoors	
114	Twig arch		1	Lodge - Patio/Outdoors	
115	8 cubby drawer	wood	1	Lodge - Sales Office	
116	A-frame display shelves		5	Lodge - Sales Office	
117	A-Frame signs		3	Lodge - Sales Office	
118	Bell tealight holder		21	Lodge - Sales Office	
119	Bird cage		10	Lodge - Sales Office	
120	Brass geometric décor	Var. size	21	Lodge - Sales Office	
121	Brass hearts		2	Lodge - Sales Office	
122	Bronze lantern		13	Lodge - Sales Office	
123	Coffee table		1	Lodge - Sales Office	
124	Cork board		1	Lodge - Sales Office	
125	Corner Desk	wood	2	Lodge - Sales Office	
126	Corner desks		1	Lodge - Sales Office	
127	Desk Hutch	wood	2	Lodge - Sales Office	
128	Easels	Black	3	Lodge - Sales Office	
129	Ficus trees		3	Lodge - Sales Office	
130	Game Day	ION Speaker	1	Lodge - Sales Office	
131	Glass flower vase - cylinder		83	Lodge - Sales Office	
132	Gold chargers		95	Lodge - Sales Office	
133	Gold tea light holders		68	Lodge - Sales Office	
134	Hand Held Keg taps	Metal	2	Lodge - Sales Office	
135	HP printer/scanner	Envy 5660	1	Lodge - Sales Office	
136	Large brass lanterns		13	Lodge - Sales Office	
137	Mason Jars	With Handle	14	Lodge - Sales Office	
138	Mason Jars	without handles	50	Lodge - Sales Office	
139	Mini fridge	White, Danby	1	Lodge - Sales Office	
140	Miscellaneous signage		70	Lodge - Sales Office	
141	Number Holders	Bronze	24	Lodge - Sales Office	
142	Number Holders	Silver	7	Lodge - Sales Office	

**LAKE GREGORY ASSETS**

<u>Item Number</u>	<u>Description</u>	<u>Model</u>	<u>Qty</u>	<u>Location</u>	<u>Notes</u>
143	PA system set	Fender Passport	1	Lodge - Sales Office	
144	Patterned arm chairs		2	Lodge - Sales Office	
145	Rustic wood window frames		6	Lodge - Sales Office	
146	Sheppard Hooks	Metal - Small	13	Lodge - Sales Office	
147	Sheppard Hooks	Metal - Large	2	Lodge - Sales Office	
148	Silver tea light holders		81	Lodge - Sales Office	
149	Small brass lanterns		9	Lodge - Sales Office	
150	Small metal pails		2	Lodge - Sales Office	
151	Stand alone Mirror	wood	1	Lodge - Sales Office	
152	Tan couch		1	Lodge - Sales Office	
153	Tiered wood cupcake stand		2	Lodge - Sales Office	
154	UPS Backup	APC Back-UPS 600	1	Lodge - Sales Office	
155	Vizio - TV	50"	1	Lodge - Sales Office	
156	Votive Holders	White Candles	68	Lodge - Sales Office	
157	White desk		1	Lodge - Sales Office	
158	White small trees		26	Lodge - Sales Office	
159	Wood Boxes	Small rectangular	8	Lodge - Sales Office	
160	Wood numbers	White lettering	20	Lodge - Sales Office	
161	Wood numbers	cut out	20	Lodge - Sales Office	
162	Wood rounds	Centerpiece	23	Lodge - Sales Office	
163	Wood rounds (misc. size)		14	Lodge - Sales Office	
164	Wood rounds (small)		9	Lodge - Sales Office	
165	Wood-burn table numbers		38	Lodge - Sales Office	
166	Wooden boxes	Long	25	Lodge - Sales Office	
167	Patio Heater	Propane	4	Park	
168	Wooden picnic table		37	Park	
169	Tiki Torches		8	-Wildflower Reception area	
170	Pay Stations		7	Parking lots	
171	Metal Picnic benches		5	Park	