

August 13, 2019
Regular Meeting
Item # 7a

USFS – Inyo National Forest

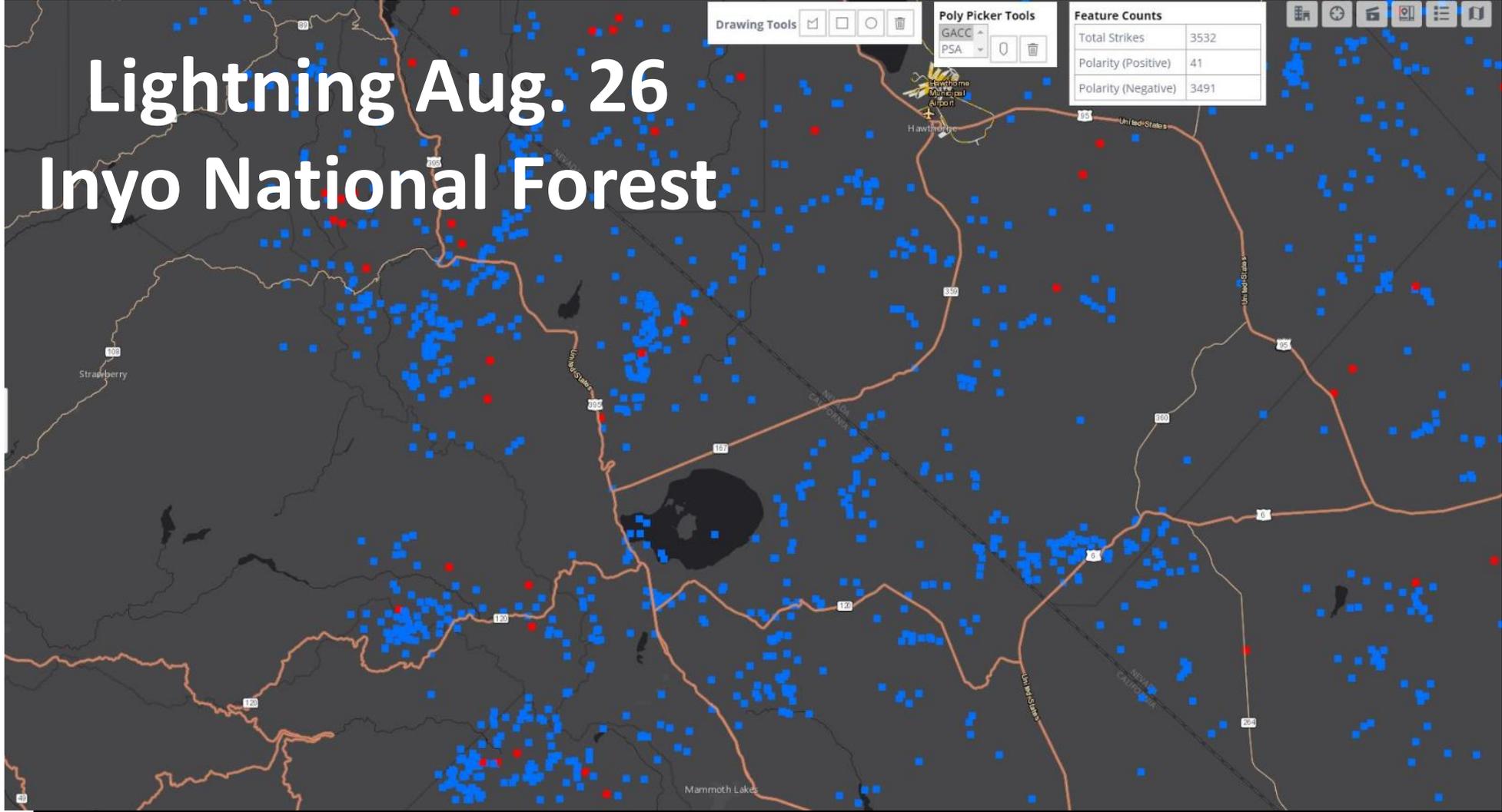
Additional Documents:
PowerPoint Presentation
Map

Springs Wildfire Inyo National Forest



United States Forest Service
Inyo National Forest

Lightning Aug. 26 Inyo National Forest



Inyo National Forest Wildfire Decision Criterion

- Suppression only objective for human caused
- Natural/lightning caused can be managed for multiple objectives including protection/suppression, resource benefit and smoke
- Protection of life and property is always the highest priority
- Multiple objective/resource benefit considerations:
 - Proximity to infrastructure and other natural/cultural values
 - Smoke impacts to communities
 - Seasonality
 - Fuels, weather, topography and fire behavior potential
 - Resource availability – regionally/nationally
 - Time since last disturbance/treatment

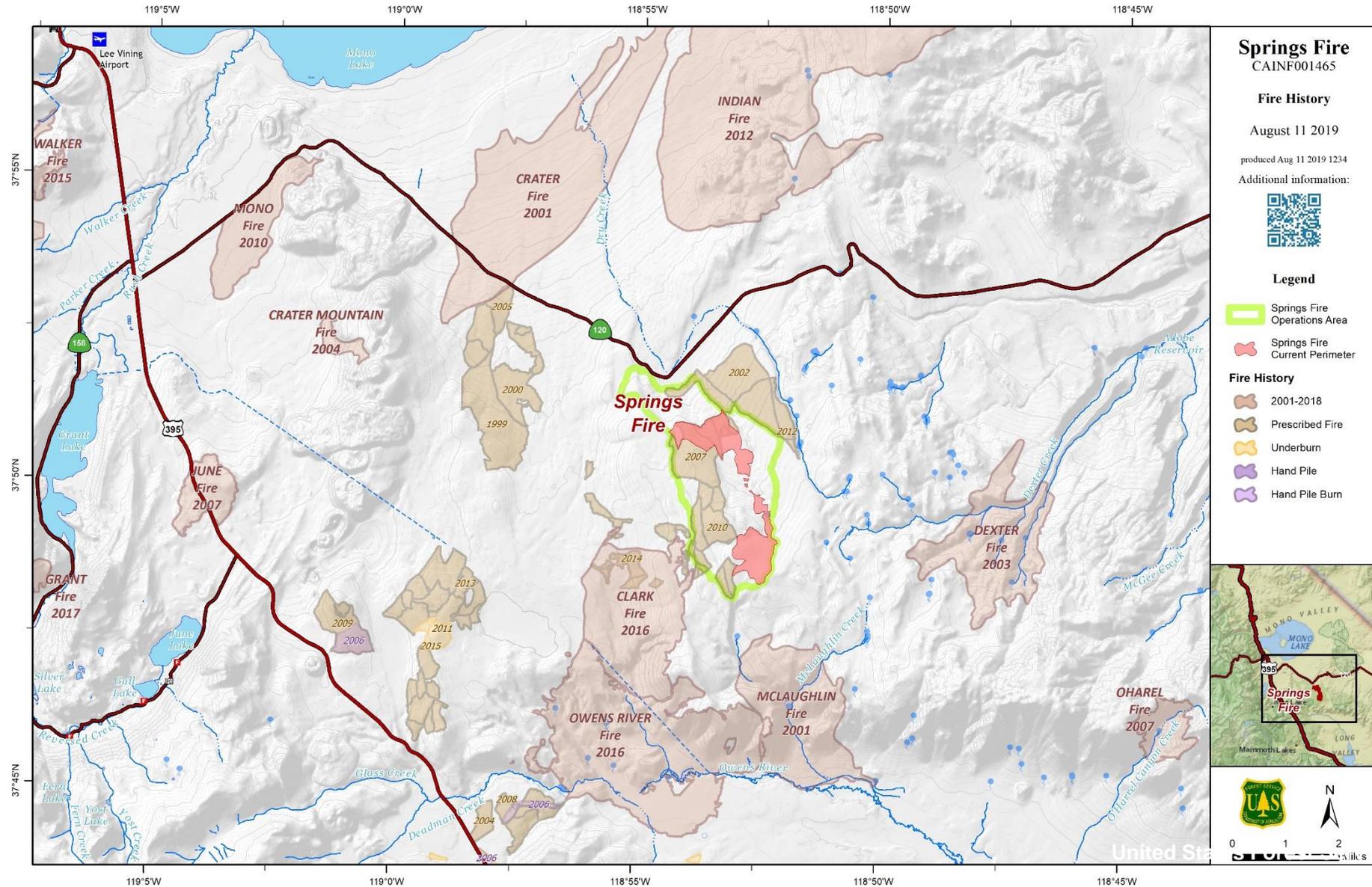


WFDSS Decision Tool

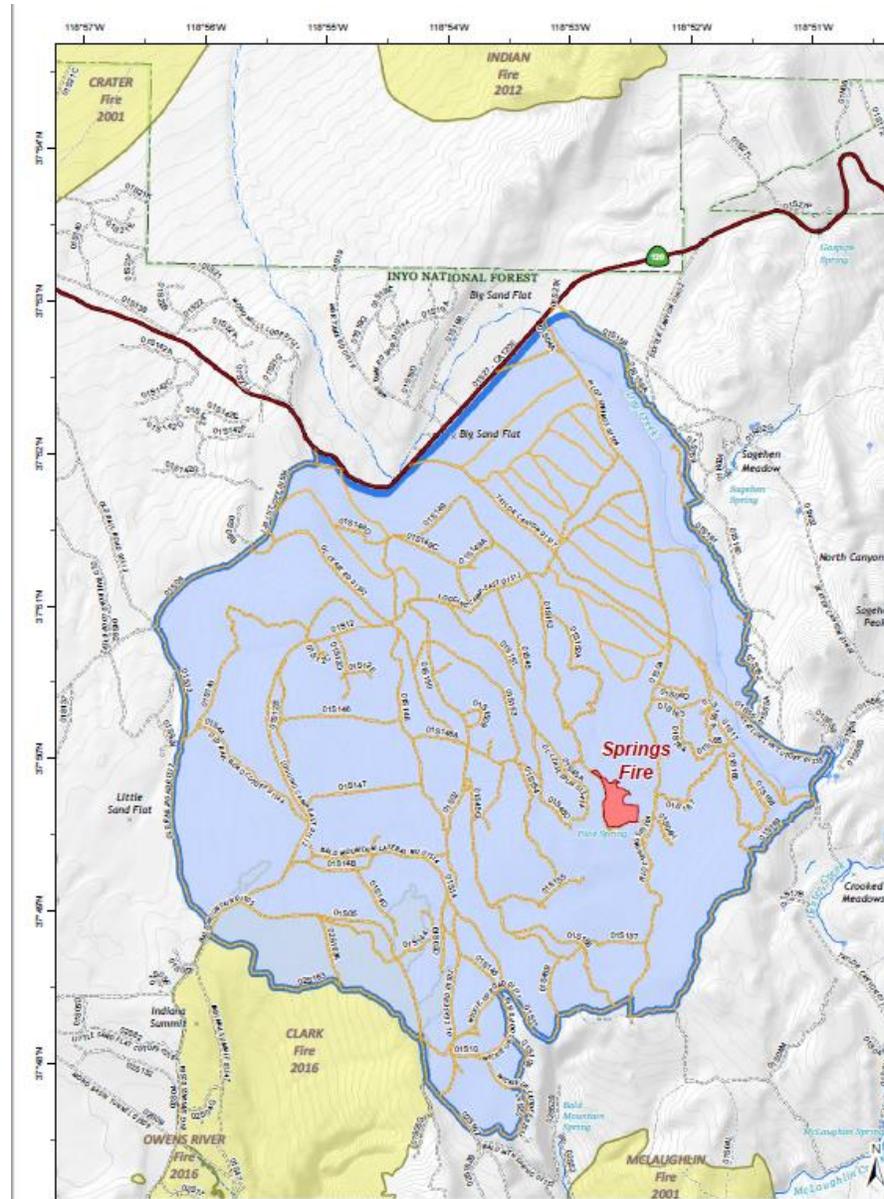
- Risk informed decision process
- Tracking tool for all federal, unplanned wildfires
- Defines overall incident planning area, values at risk, objectives, risks, course of action, decision points, analysis, rational and decisions
- Approved by Ranger/Line Officer/Fire Chief



Springs Fire Area Treatment/Fire History



Springs Fire Closure Area



Smoke Management



Smoke Outlook for 8/11 - 8/12
Inyo National Forest Springs Fire
 Issued at: 2019-08-11 07:51 PDT

Fire

The Springs Fire, a lightning-ignited wildfire, continued yesterday and last night to grow at about the same rate, further widening containment areas. Today, emissions will be minimal due to a hold on firing until southwesterly winds and/or favorable conditions return tomorrow (Monday).

Smoke

A brief period of NNE winds and reduced emissions due to the hold on firing will likely change the pattern of smoke transport from the Springs fire today. Local smoke in the vicinity of the fire and on 120 east was lighter this morning, and that smoke will likely clear by midmorning. Under these NNE winds this afternoon, Lee Vining and areas north of the fire should remain clear. South and west of the fire, models show some residual light smoke/haze from last night's operations may briefly reach the June Lake, Devils Postpile, and Crowley Lake area, possibly even the Yosemite and Bishop areas. However, all sites are likely to remain in the good (green) AQI range today, and tomorrow.



Daily AQI Forecast* for Aug 11, 2019

Station	Yesterday hourly			Sat 8/10	Comment for Today -- Sun, Aug 11	Forecast*	
	6a	noon	6p			Sun 8/11	Mon 8/12
Bishop				●	Brief periods of light haze or smoke possible	●	●
Mammoth Lakes				●	Brief periods of light haze or smoke possible	●	●
Lee Vining				●	Morning haze/light smoke visible aloft and to the east; little effect at the surface	●	●
Benton				●	Mostly clear	●	●
June Lake				●	Brief periods of light haze or smoke possible	●	●
Devils Postpile				●	Brief periods of light haze or smoke possible	●	●
Yosemite Village				●	Brief periods of light haze or smoke possible, but unlikely	●	●

Issued 2019-08-11 07:51 PDT by Leland Tarnay, ARA (leland_tarnay@firenet.gov) and Robert Fisher, ARA Trainee (robert.fisher@ncdenr.gov)

Air Quality Index (AQI)	Actions to Protect Yourself
● Good	None
● Moderate	Unusually sensitive individuals should consider limiting prolonged or heavy exertion.
● USG	People within Sensitive Groups* should reduce prolonged or heavy outdoor exertion.
● Unhealthy	People within Sensitive Groups* should avoid all physical outdoor activity.
● Very Unhealthy	Everyone should avoid prolonged or heavy exertion.
● Hazardous	Everyone should avoid any outdoor activity.

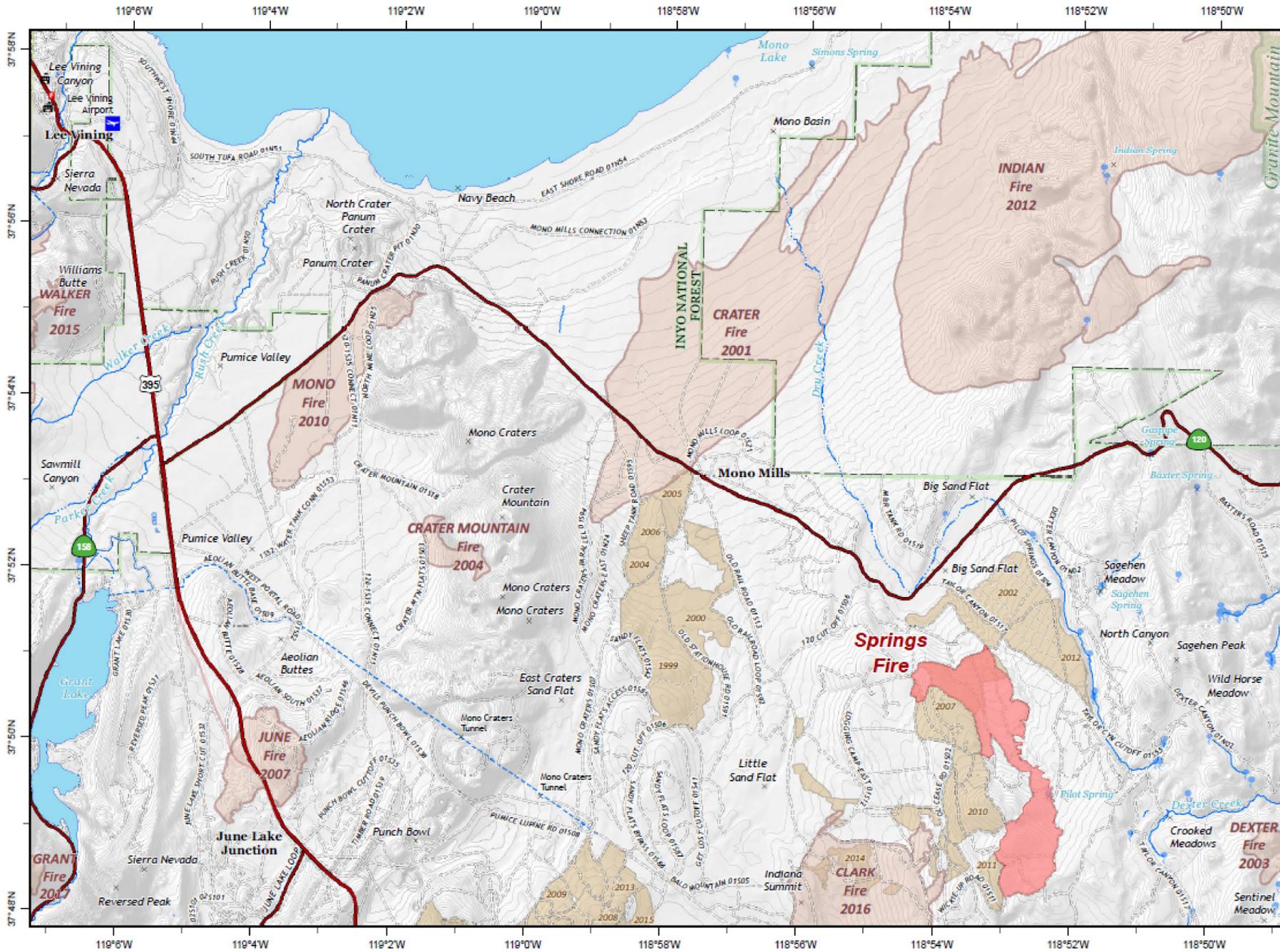
*Disclaimer: This forecast is based on fine particulates only; ozone is not included. Forecasts may be wrong; use at own risk. Use caution as conditions can change quickly. See your health professional as needed. Smoke sensitive groups should take appropriate precautions.

Additional Links

Mono Lake east shore webcam -- <https://www.gbupcd.org/cgi-bin/camera/view?Mono+East+on> California Smoke Blog -- <http://californiasmokeinfo.blogspot.com/>



by USFS Wildland Fire Air Quality Response Program -- www.wildlandfiresmoke.net
 Inyo National Forest Updates -- tools.airfire.org/outlooks/InyoNationalForest
 *Smoke and Health Info -- www.airnow.gov/index.cfm?action=smoke.index



Springs Fire

CAINF001465

Public Information

August 14 2019

produced Aug 13 2019 2135

Additional information:

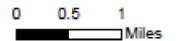


Legend

- Fire Perimeter
 - Secondary Hwy
 - 2WD Route
 - Road
 - 4WD Route
 - Forest Service Boundary
 - Wilderness Area
- Fire History**
- 2001-2018
 - Prescribed Fire



US Forest Service logo and north arrow.



August 13, 2019
Regular Meeting
Item # 11d

Public Works

Additional Documents:

Exhibit

**AGREEMENT BETWEEN MAMMOTH COMMUNITY WATER DISTRICT
AND MONO COUNTY CONCERNING THE CONSTRUCTION AND
TRANSFER OF WATER AND SEWER FACILITIES TO SERVE
THE MONO COUNTY CIVIC CENTER**

THIS AGREEMENT is made effective on _____, 2019, in Mono County, California, by and between the Mammoth Community Water District, a local public agency (“District”), and Mono County, a County in the State of California (“Applicant”).

RECITALS

A. Applicant is developing certain property in the Town of Mammoth Lakes, Mono County, California, commonly referred to as the McFlex parcel, and more particularly described as follows: (1) THOMPSON WAY PARCEL, as per GRANT DEEDS filed and recorded as a Portion Section 35 Grant Deed 2008-002313, formerly APNs 035-010-059-000 and 035-010-060-000, formerly 035-010-062-000 Grant Deed 2012-004389; and (2) PARCEL A-3 and the MONO COUNTY CIVIC CENTER PARCEL, as per GRANT DEEDS filed and recorded as Documents 2018004417 and 2018004418, all in the Office of the County Recorder of said county, State of California (“Property”).

B. Applicant has contracted with a design-build entity, Roebbelen Contracting, Inc. of El Dorado Hills, California (“Contractor”), to design and construct, at Applicant’s cost, the Civic Center office building project, which includes certain directly related sewer cleanouts, laterals, and mains and water laterals and mains; and associated appurtenances in the Mono County Civic Center Site (“Facilities”) in order to provide water and sewer service to the Property. Applicant desires to transfer the Facilities to the District upon satisfactory completion of construction.

C. The District is willing to accept the transfer, operation and maintenance of the Facilities on the terms and conditions hereinafter provided.

AGREEMENT

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Construction Plans and Specifications. Applicant, at its cost and, utilizing the services of Contractor, shall design and prepare plans and specifications for the construction of the Facilities, and shall submit them to the District for approval. Said design and plans and specifications shall meet all District standards, as well as all other local, County and State standards and requirements, whichever are most stringent. The Facilities shall be designed by a Registered Civil Engineer registered in the State of California. The plans and specifications shall be approved in writing by the District prior to construction and shall become a part of this Agreement.

2. Deposit for District Services. At the time of execution of this Agreement, Applicant or Contractor, as agreed between them, shall advance to the District the sum of \$6,121 for engineering, legal and administrative services in connection with preparation of this Agreement, plan review, inspection of construction, and other costs incurred by the District in the performance of its duties under this Agreement.

Upon completion of construction and acceptance of the Facilities by the District, any funds so advanced by the Applicant in excess of the District's actual costs shall be refunded to the Applicant without interest. Conversely, any costs incurred by the District over and above the amount advanced by the Applicant shall be paid by the Applicant upon demand and before notice of acceptance of the Facilities is issued.

3. Construction of the Facilities. Applicant, at its expense, shall provide for the construction of the Facilities by Contractor, as described in the plans and specifications approved by the District. Such construction shall be in accordance with the provisions of this Agreement, the District's rules, regulations, and standard construction specifications. During construction, a complete set of approved plans and specifications, as outlined in Section 1 of this Agreement, shall remain at the job-site at all times.

4. Licensed Contractor. The Contractor shall be licensed by the California Contractors State License Board to do the type of work called for in the approved plans and specifications. To the extent required by applicable law, the Applicant and the Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wages, wage rates, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, contractor registration, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720-1861).) Copies of the prevailing rate of per diem wages as established and published by the California Department of Industrial Relations must be available for inspection at the Applicant's offices and must be posted by the Contractor at the job site. District approves Roebbelen Contracting, Inc. as the Contractor for the work called for in the approved plans and specifications. Notwithstanding anything to the contrary in this Agreement, nothing herein creates a contractual relationship between Contractor and the District.

5. Faithful Performance Guarantee. Prior to commencement of construction of the Facilities, the Contractor shall provide the District with a faithful performance bond issued by a surety insurer authorized to do business and in good standing in the State of California and naming the District as obligee in a sum equal to one hundred percent (100%) of the estimated cost of the Facilities for the purpose of insuring the proper completion of such facilities (“Performance Guarantee”).

The District shall provide the Applicant, Contractor and surety with written notice of any failure to complete the Facilities covered by the Performance Guarantee. In the event that the Applicant, Contractor and/or surety fail to complete the Facilities within a reasonable time (as provided in the Applicant’s design-build contract with Contractor) after the date of the District’s written notice, the District is authorized to complete construction of the Facilities. The surety and the Contractor shall be jointly and severally liable to the District for such costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion; provided that the surety’s financial obligation shall not be greater than the amount of its Performance Guarantee. The District shall bill the Contractor and surety for such costs, which bill shall be paid within 60 days after it has been received by the Contractor and the surety. Interest shall accrue on any late payment at the legal rate then prevailing.

6. Notice of Commencement of Construction. The Applicant shall cause Contractor to give the District forty-eight (48) hours advance notice of the commencement of construction and installation of the Facilities. Any work performed without notice to and inspection by the District shall be subject to rejection. All work shall be performed during the District’s regular working hours which are 7:30 a.m. to 4:30 p.m., Monday through Friday, excepting holidays.

7. Inspections. The District may, at its option, inspect all or part of the construction or materials being used in construction of the Facilities and shall be given all possible assistance in performing such inspection. The inspection of the work shall not relieve the Applicant of its obligation to construct the Facilities in accordance with the approved plans and specifications. Defective work shall be made good and substandard materials may be rejected, notwithstanding that such work and materials have been previously overlooked or inspected by the District.

8. Permits, Licenses and Easements. Applicant or Contractor, as agreed between them, at its cost, shall obtain all legally-required local, County and State permits and approvals, including, but not limited to, encroachment permits, and shall conform to the requirements thereof. Applicant, at its cost, shall obtain all real property and permanent and temporary easements for the Facilities, satisfactory to the District, including without limitation an easement as described and set forth in Exhibit A to this Agreement, which is attached hereto and incorporated by this reference, as necessary for any pipelines, and permanent easements,

satisfactory to the District, for ingress and egress to and from the Facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of said Facilities, and said grant deeds and easements shall be in a form approved by the District.

Concurrently with its acceptance of such deeds and/or easements from the Applicant, the District shall quitclaim to the Applicant a portion of the fifteen (15) foot wide easement for water pipelines created per Document 2007007325, as the parties agree. The form of the deed by which the District shall quitclaim the respective easement interests to Applicant is attached hereto and incorporated by this reference as Exhibit B. The dominant tenement is the MONO COUNTY CIVIC CENTER PARCEL created by a GRANT DEED filed and recorded as Document 2018004417 in the office of the Mono County Recorder.

Applicant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the construction of the Facilities.

9. Final Inspection. Upon completion of construction of the Facilities, Applicant or Contractor shall notify the District thereof and request a final inspection of the Facilities. The Facilities shall be tested to meet District requirements, as required by the District. No facility shall be accepted without meeting all applicable District test requirements. The costs of such tests shall be borne by the Applicant or Contractor, as agreed between them. In addition, Applicant shall be responsible for all costs incurred in the testing of the Facilities as needed or required by other public entities having jurisdiction.

10. Record Drawings and Specifications. Applicant shall, as a condition precedent to the District's acceptance of the Facilities and its obligations under this Agreement, provide to the District:

- (a) Reproducible mylar record as-built drawings of the completed Facilities, satisfactory to the District, together with a copy of the specifications and any contract documents used for the construction of the Facilities;
- (b) A detailed accounting, satisfactory to the District, of the amounts expended for the construction and installation of the Facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment, and their values, being transferred;
- (c) Operating manuals and other operating instructions, and warranties received by Applicant or its Contractor in connection with the Facilities; and

- (d) An AutoCAD file for the as-built drawings of the completed Facilities in a file format acceptable to the District.

11. Maintenance Guarantee. Prior to the notice of acceptance of the Facilities, the Contractor shall provide the District with a maintenance bond, letter of credit or other financial security satisfactory to the District in a sum equal to 20 percent of the cost of the Facilities, or such agreement or document satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Facilities is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of the District notice of acceptance of the Facilities. ("Maintenance Guarantee") This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

The Maintenance Guarantee must provide that Contractor and/or its surety under the Maintenance Guarantee shall repair or replace to the satisfaction of the District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. The District shall provide the Contractor and surety with written notice of any defective work. In the event that the Contractor and surety fail to remedy the defective work within a reasonable time after the date of the District's written notice, the Maintenance Guarantee shall authorize the District to have the defect repaired and made good. The Maintenance Guarantee shall provide that the surety and the Contractor shall be jointly and severally liable to the District for such costs of repair or replacement, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair or replacement; provided that the surety's financial obligation shall not be greater than the amount of its Maintenance Guarantee. The Guarantee shall further provide that the District shall bill the Contractor and surety for such costs, which bill shall be paid within 60 days after it has been received by the Contractor and the surety and that interest shall accrue on any late payment at the legal rate then prevailing.

12. Transfer of Property and Easements. After the District has finally inspected and approved the Facilities, it shall send written notice to the Applicant requesting transfer of the Facilities.

Upon receipt of the notice from the District, the Applicant, at its sole cost and without charge to the District, shall deliver the Grant of Easement attached as Exhibit A, transferring absolute and unencumbered ownership of the completed Facilities to the District. Title to the Facilities and the interests in real property transferred by the Applicant shall be good, clear, and marketable title, free and clear of all encumbrances, liens or charges, other than Irrevocable Offers of Dedication to the Town of Mammoth Lakes for road projects. The transfer shall not be completed until the conveyance documents transferring the Facilities have been formally accepted by the District.

13. Conditions Precedent to Notice of Acceptance. The District shall not provide a written notice of acceptance of the Facilities until the following have occurred:

- (a) The Facilities are finally inspected and approved by the District;
- (b) All funds to be advanced and paid to the District by Applicant have been so advanced and paid;
- (c) The Maintenance Guarantee required by Section 11 hereof is delivered;
- (d) All real property, easements, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District, and Applicant, pursuant to this Agreement have been so obtained and delivered to the District, and Applicant, respectively without cost to the District;
- (e) The record drawings, specifications, accounting, operating manuals and instructions, AutoCAD file and warranties required pursuant to Section 10 hereof have been provided to the District; and
- (f) Applicant or Contractor, as agreed between them, has paid the District all applicable fees and charges of the District.

Immediately upon the District's determination that these conditions have been met, it shall give written notice of acceptance to Applicant. An example Notice of Acceptance of Facilities is attached as Exhibit C.

14. Ownership. After final inspection and acceptance by the District of the Facilities, the Facilities shall become the property of the District, without any charge or cost to the District, on the date that a notice of acceptance is mailed to the Applicant. The District shall own and be free in every respect to operate, manage, and improve the Facilities as it deems appropriate.

15. Applicant Assistance. Applicant shall both before and after the notice of acceptance secure and provide any information or data reasonably needed by the District to accept ownership, operation and maintenance of the Facilities, and obtain, execute and provide any and all documents needed to expeditiously complete or implement the transfer of the Facilities.

16. Water and Sewer Service. The District shall not provide water and/or sewer service to the Property until the date of its notice of acceptance of the Facilities, unless the District and Applicant agree to a different arrangement in writing. All such service shall be supplied in accordance with the District's rates, charges, fees, assessments, taxes, ordinances, rules and regulations, as the same may be amended from time to time. The Applicant shall not allow any

person to connect to, or otherwise use, the Facilities prior to the notice of acceptance by the District.

17. Maintenance of Facilities. The District assumes no obligation as to maintenance and operation of the Facilities until such time as the notice of acceptance is given.

18. Indemnification and Hold Harmless.

(a) The Applicant recognizes and hereby agrees that the District and its directors, officers, officials, employees, and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District, its directors, officers, officials, employees, and agents harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including but not limited to all costs, penalties, expenses, attorneys' fees, litigation costs and other fees, caused or contributed to in whole or in part or claimed to be caused or contributed to in whole or in part, whether directly or indirectly, by reason of any negligent act, omission or fault or willful misconduct whether active or passive of Applicant, its officers, employees, independent contractors or agents, arising out of or in any way connected with operations or performance or with the failure to perform under this Agreement, including but not limited to the construction of the Facilities, except where caused by the active negligence, sole negligence or willful misconduct of the District, its officers, directors, officials, employees, volunteers or agents. In addition, if the District should be sued as a result of such operations or performance or failure to perform, the District may notify the Applicant which then shall have the duty to defend the District, or at the District's option, pay for such defense including but not limited to payment of all reasonable attorney's fees and expenses incurred by the District.

(b) The District recognizes and hereby agrees that the Applicant and its directors, officers, officials, employees, and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work performed by the District, its officers, employees, independent contractors or agents to maintain, repair, replace or operate the Facilities following acceptance thereof by the District. The District shall protect, indemnify and hold the Applicant, its directors, officers, officials, employees, and agents harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including but not limited to all costs, penalties, expenses, attorneys' fees, litigation costs and other fees, caused or contributed to in whole or in part or claimed to be caused or contributed to in whole or in part, whether directly or indirectly, by reason of any negligent act, omission or fault or willful misconduct whether active or passive of the District, its officers, employees, independent contractors or agents, arising out of or in any way connected with

operations or performance or with the failure to perform following acceptance of the Facilities by the District, including but not limited to the maintenance, operation and repair of the Facilities, except where caused by the active negligence, sole negligence or willful misconduct of the Applicant, its officers, directors, officials, employees, volunteers or agents. In addition, if the Applicant should be sued as a result of such operations or performance or failure to perform, the Applicant may notify the District which then shall have the duty to defend the Applicant, or at the Applicant's option, pay for such defense including but not limited to payment of all reasonable attorney's fees and expenses incurred by the Applicant.

- (c) The parties expressly agree and acknowledge that the duty to indemnify, protect, defend and hold harmless under this paragraph shall extend to claims, lawsuits and liability of or against the District resulting from alleged failure to comply with any provision of the California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720-1861) in connection with the construction of the Facilities.
- (d) This Section 18 and the parties' obligations under it shall survive any termination of this Agreement.
- (e) Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the parties from their obligations under this Section 18, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by the indemnifying party, its officers, employees, independent contractors or agents, or the employee, agent or independent contractor of any one of them.
- (f) Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve the parties from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- (g) In any and all claims against either party, or its officers, officials, directors, employees, volunteers or agents, by any employee of the Applicant, any independent contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the party or any of its independent contractors under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

19. Changes in the Facilities. If Applicant proposes to change the approved plans and specifications for the Facilities, Applicant shall first obtain the written approval of the District for any such change, which approval may be on such terms and conditions as required by the District.

20. Insurance. Whoever carries out the construction of the Facilities, whether the Applicant or its Contractor, shall procure and maintain for the duration of such construction and the maintenance guarantee period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Applicant or its Contractor, their agents, representatives, employees or subcontractors.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including coverage for premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, independent contractors, and broad form property damage with completed operations.
- (ii) Insurance Services Office form number CA 0001 covering automobile liability, code 1 (any auto, including owned, non-owned and hired).
- (iii) Workers' compensation insurance as required by the State of California and employer's liability insurance. The insurer shall agree to waive all rights of subrogation against the District, its officers, directors, employees, agents, and volunteers.

(b) Minimum Limits of Insurance. The limits of insurance shall not be less than:

- (i) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (ii) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Contractor can satisfy its coverage limits for general and auto liability through an umbrella policy. Subcontractors can maintain coverage in the following limits: \$1,000,000 per occurrence/\$2,000,000 aggregate for general liability and \$1,000,000 per occurrence for automobile liability.
- (iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared by Applicant or its Contractor to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, directors, employees, and agents; or the Applicant or its Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party, including additional insureds and insurers, shall satisfy the self-insured retention limits.
- (d) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (i) The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Applicant and its Contractor, products and completed operations of the Applicant and its Contractor; premises owned, occupied or used by the Applicant or its Contractor; or automobiles owned, leased, hired or borrowed by the Applicant or its Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.
 - (ii) For any claims related to the Facilities, the Applicant's or its Contractor's insurance coverage shall be primary insurance as respects the District, its officers, directors, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, employees, agents or volunteers shall be excess of the Applicant's or its Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, directors, employees, agents or volunteers.
 - (iv) The Applicant's or its Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (v) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U.S. mail has been given to the District, or after 10 days' written notice in the case of cancellation for non-payment of premium.
- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent and that are authorized to do business and in good standing in California, unless otherwise approved by District. In the case of Workers' Compensation and Employer's Liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.
- (f) Verification of Coverage. Before commencing work, the Applicant or its Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 20 10 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.
- (g) Subcontractors. The Applicant or its Contractor shall include all subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the District. All coverages for subcontractors shall be subject to all of the requirements stated in this paragraph.
- (h) Survival of Guarantee. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.
- (i) The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Applicant or its Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant and its Contractor under this Agreement.
- (j) In addition to any other remedy the District may have, if the Applicant or its Contractor fails to maintain the insurance coverage as required in this paragraph, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may bill the Applicant for such cost which bill shall be paid within 30 days after its date. Interest shall accrue on any late payment at the legal rate.

21. Term of Agreement and Termination.

- (a) This Agreement shall become effective on the date first above written and except as provided in paragraph (b) below or to the extent stated otherwise in Section 18, shall remain in effect until the Facilities are finally accepted by the District.
- (b) Applicant agrees to promptly design and construct the Facilities and to transfer the same to the District in accordance with the terms hereof. If construction of the Facilities has not been completed and accepted by the District within two years from the date of this Agreement, the District shall have the right to terminate this Agreement at any time thereafter, unless such time for completion is extended by mutual agreement of the parties. Such extension must be requested in writing by the Applicant prior to the expiration of the said two-year period. If the Agreement is terminated, the District shall have no further obligation under this Agreement. Upon termination, the District shall refund any advances made by the Applicant which have not been used by the District prior to the date of termination. Conversely, any costs incurred by the District over and above the amount advanced by the Applicant shall be paid by the Applicant upon termination.

22. Assignment. The provisions of this Agreement shall apply to and bind the successors, grantees, and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Applicant shall be valid until and unless approved by the District in writing.

23. Risk of Loss. Until the date of the notice of acceptance of the Facilities, all risk of loss or injury or destruction to such facilities or any portion thereof shall be upon the Applicant. On or after the date of the notice of acceptance, all risk of loss or injury or destruction to the Facilities shall be upon the District.

24. Waiver of Rights. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

25. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

26. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Facilities. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Facilities, except those other

documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

27. Independent Contractor. The Applicant's relationship to the District is that of an independent contractor. All persons hired by the Applicant and its Contractor and performing the work on the Facilities shall be the Applicant's or its Contractor's employees or agents. The Applicant and its Contractor, and their officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. The Applicant and the Contractor shall pay, and the District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of the Applicant's and its Contractor's employees. The Applicant and its Contractor shall, to the fullest extent permitted by law, indemnify the District, and its officers, employees, agents, and volunteers from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning the Applicant's and its Contractor's independent contractor status or employment-related liability.

28. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Mammoth Community Water District
1315 Meridian Blvd
P.O. Box 59
Mammoth Lakes, CA 93546
Attn: John Pedersen, District Engineer
Email: jpedersen@mcwd.dst.ca.us

Mono County
94 School Street, P.O. Box 457
Bridgeport, CA 95517
Attn: Garrett Higerd
Email: ghigerd@mono.ca.gov

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

29. Headings. The section and paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

30. Cooperation. Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

31. Interpretation of this Agreement. The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

32. Recitals. The recitals at page 1 of this Agreement are true and correct and incorporated herein by this reference and made a part hereof.

33. Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each party has signed and delivered at least one counterpart to the other party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Mammoth Community Water District

By: _____

Mark Busby
Interim General Manager

Mono County

By: _____

John Peters, Board Chair
[See Contractor acknowledgment on next page]

CONTRACTOR ACKNOWLEDGMENT:

I am the authorized representative of Contractor and, by signing below, I certify that I have received a copy of this Agreement, have read and understood it, and acknowledge and agree that Contractor shall comply with all of the obligations directly assigned to Contractor as provided in this Agreement.

Dated: _____

Roebbelen Contracting, Inc.

By: _____

Name: _____

Title: _____

Recording requested by:

Mammoth Community Water District

When recorded, mail to:

Mammoth Community Water District

P.O. Box 780

Mammoth Lakes, CA 93465

No recording fee per

Government Code §§ 6103 & 27383

APNs: 035-010-067-000, 035-010-068-000,

035-010-069-000

GRANT OF EASEMENT

(To Mammoth Community Water District)

No Documentary Transfer Tax per Revenue Taxation Code 11922

For a valuable consideration, receipt of which is hereby acknowledged,

THE COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Grantor"), hereby grants to MAMMOTH COMMUNITY WATER DISTRICT, a California county water district (hereinafter referred to as "District"), and its successors and assigns:

A perpetual Easement for public utilities and appurtenances ("Easement"), including but not limited to water transmission and distribution pipelines, sewer collection pipelines, sanitary sewer force mains, markers, manholes, valves, fiber optic cables and conduit, fencing and all related incidents, fixtures, appurtenances and other facilities for all District purposes (collectively the "District Facilities"), together with rights to survey, install, construct, enlarge, alter, operate, patrol, remove, relocate, replace, repair, improve, and maintain such District Facilities. The easements granted herein shall be in, over, on, through, within, under, along, and across the Easement Area as defined in this Grant of Easement.

The "Real Property" burdened by this easement is located in the County of Mono, State of California, and is described in Exhibits "A", "C" and "E" attached hereto and incorporated by reference herein. The "Easement Area" is described and depicted in Exhibits "A", "B", "C", "D", "E" and "F" attached hereto and incorporated herein.

The perpetual easement described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. District shall have for all purposes set forth herein the right of ingress and egress for personnel and vehicles to, from, and along the Easement Area at any time, without prior notice, except (1) in emergencies, when prior notice is not required but the District shall notify the County, as necessary, within 24 hours after the start of emergency work, and (2) when District must perform improvements, repairs or replacements that require excavations or the

EXHIBIT A

closure of any portion of the Real Property to vehicular access, in which case a minimum of 48 hours' notice will be required, together with rights to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing in this Grant of Easement shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area.

2. This Grant of Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto, and shall run with the Real Property. District's rights and obligations herein are transferable by District, in whole or in part, to District's successors.
3. Subsequent to the grant of this Easement Deed, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area which would conflict with the use of the Easement granted herein without the prior written approval of the District, which approval shall not be unreasonably withheld.
4. The easement granted herein is non-exclusive and Grantor reserves the right to utilize the Easement Area subject to the terms and restrictions provided in this Grant of Easement. District's easement is subject to all structures, facilities, and encumbrances which: (i) exist on the Real Property as of the date of this Easement Deed; or (ii) are contained in Grantor's Mono County Civic Center plans and specifications approved by the District on July 19, 2019 (the "Planned Improvements"), which are on file with the Mono County Department of Public Works and incorporated by this reference. Except as provided in the preceding sentence, Grantor shall not construct or install or permit others to construct or install within the Easement Area, and the District shall have the right to clear and to keep clear from the Easement Area, any explosives, buildings, structures, walls and other facilities, or stockpile materials placed without District's written consent, which may interfere in any way with District's use of the Easement Area. Notwithstanding the foregoing, Grantor may install paved driveways or other access ways and landscaping on the Easement Area. In addition to any other legal and equitable remedies for violations of this paragraph, following written notice to Grantor and a reasonable opportunity for it to address, District shall have the right to do all things necessary and proper to remove any vegetation, explosives, structures, improvements and materials, other than the Planned Improvements, within the Easement Area at Grantor's sole expense. In the event the District determines that the removal of Planned Improvements is required, it shall provide two days' written notice to Grantor and said removal and reconstruction shall be at the District's sole cost and expense. Notwithstanding the foregoing, District shall have the right to make emergency repairs and replacements without notification to Grantor when circumstances warrant. District shall notify Grantor of such emergency repairs and replacements as soon as is practical, but not more than two days after the start of emergency work.
5. Grantor warrants that it is the owner of the Real Property and that its representatives

EXHIBIT A

signing below are the authorized signatories to execute and bind Grantor to the terms and conditions of this Grant of Easement and to grant the easement rights herein conveyed.

Executed on _____, 20____.

GRANTOR:

By: _____

By: _____

ATTEST:

Clerk of the Board

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY
[Gov't Code, § 27281]

This is to certify that MAMMOTH COMMUNITY WATER DISTRICT, a political subdivision of the State of California, acting by and through its District Engineer, as delegee of the General Manager, hereby accepts for public purposes the real property, or interest therein, conveyed by the Grant of Easement to which this Certificate of Acceptance is attached, and consents to the recordation thereof pursuant to authority conferred by Resolution No. 06-20-19-12 of the Board of Directors approved at a public meeting held on June 20, 2019.

By: _____
John Pedersen
District Engineer

EXHIBIT "A" LEGAL DESCRIPTION OF BURDENED PROPERTY AND EASEMENT AREA

BEING an easement over, under, upon and across a portion of that certain real property situated in the Town of Mammoth Lakes, County of Mono, State of California, said real property, the "Burdened Property", being designated "Parcel A-3" as described in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the COUNTY OF MONO and recorded as Document # 2018004417 of Official Records in the Office of the County Recorder of said County, and said portion, being the subject "Easement Area", also being more particularly described as follows:

COMMENCING at the southwest corner of the real property described in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the SOUTHERN MONO HEALTHCARE DISTRICT and recorded as Document #2013003600 of Official Records in the Office of said County Recorder;
THENCE northerly along the east right of way line of Sierra Park Road as shown on EXHIBIT "A" of said last mentioned GRANT DEED, North 00°16'48" East, 180.01 to a point on the west line of said "Burdened Property", said point also being the TRUE POINT OF BEGINNING;
THENCE South 88°40'09" East, 127.78 feet;
THENCE North 46°19'51" East, 77.38 feet;
THENCE South 89°04'51" East, 10.48 feet;
THENCE North 00°55'09" East, 14.50 feet to the boundary line of said "Burdened Property",
THENCE along said boundary line, South 89°04'51" East, 20.00 feet;
THENCE leaving said boundary line, South 00°55'09" West, 14.50 feet;
THENCE, South 89°04'51" East, 112.07 feet;
THENCE North 00°55'09" East, 14.50 feet to the boundary line of said "Burdened Property", said boundary line also being the south line of the "MONO COUNTY CIVIC CENTER PARCEL" as described in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the COUNTY OF MONO and recorded as Document # 2018004418 of Official Records in the Office of the County Recorder of said County;
THENCE along said boundary line and said south line, South 89°04'51" East, 20.00 feet;
THENCE leaving said boundary line and said south line, South 00°55'09" West, 14.50 feet;
THENCE South 89°04'51" East, 84.60 feet;
THENCE North 00°55'09" East, 14.50 feet to said boundary line and said south line;
THENCE along said boundary line and said south line, South 89°04'51" East, 20.00 feet;
THENCE leaving said boundary line and said south line, South 00°55'09" West, 14.50 feet;
THENCE South 89°04'51" East, 92.39 feet;
THENCE North 00°55'09" East, 106.85 feet;
THENCE North 89°04'51" West, 36.00 feet to a point of intersection with the boundary line of said "Burdened Property", said boundary line also being the east line of said "MONO COUNTY CIVIC CENTER PARCEL";
THENCE along said boundary line and said line, North 00°55'09" East, 10.00 feet to the northeasterly corner of said "MONO COUNTY CIVIC CENTER PARCEL";

EXHIBIT A

THENCE continuing along the boundary line of said "Burdened Property", North 00°55'09" East, 10.00 feet;

THENCE leaving said boundary line, South 89°04'51" East, 47.00 feet;

THENCE North 00°55'09" East, 132.85' feet to a point of intersection with the south line of the real property described in the GRANT DEED from the Southern Mono Healthcare District to the County of Mono and recorded as Document #2007007331 of Official Records in the Office of said County Recorder, said point of intersection being located 28.12 feet westerly of the southeast corner of said last mentioned real property;

THENCE along said south line, South 88°40'09" East, 20.00 feet;

THENCE leaving said south line South 00°55'09" West, 132.70 feet;

THENCE South 89°04'51" East, 9.60 feet to a point of intersection with the east line of said "Burdened Property";

THENCE along said east line, South 00°16'48" West, 20.00 feet;

THENCE leaving said east line, North 89°04'51" West, 9.82 feet;

THENCE South 00°55'09" West, 159.40 feet to a point of intersection with the south line of said "Burdened Property";

THENCE along said south line, North 88°40'09" West, 31.00 feet;

THENCE leaving said south line, North 00°55'09" East, 21.32 feet;

THENCE North 89°04'51" West, 352.08 feet;

THENCE South 00°55'09" West, 8.50 feet;

THENCE North 89°04'51" West, 19.04 feet;

THENCE South 46°19'51" West, 49.69 feet;

THENCE North 88°40'09" West, 135.70 feet to said east right of way line of Sierra Park Road;

THENCE northerly along said right of way line, North 00°16'48" East, 20.00 feet to the TRUE POINT OF BEGINNING;

CONTAINING 25,460 square feet of land, more or less.

The Basis of Bearings for the above legal description is said east right of way line of Sierra Park Road, said bearing being North 00°16'48" East.

The above described "Easement Area" is shown on the attached EXHIBIT "B".

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



Andrew K Holmes

ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT A

EXHIBIT "B"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203

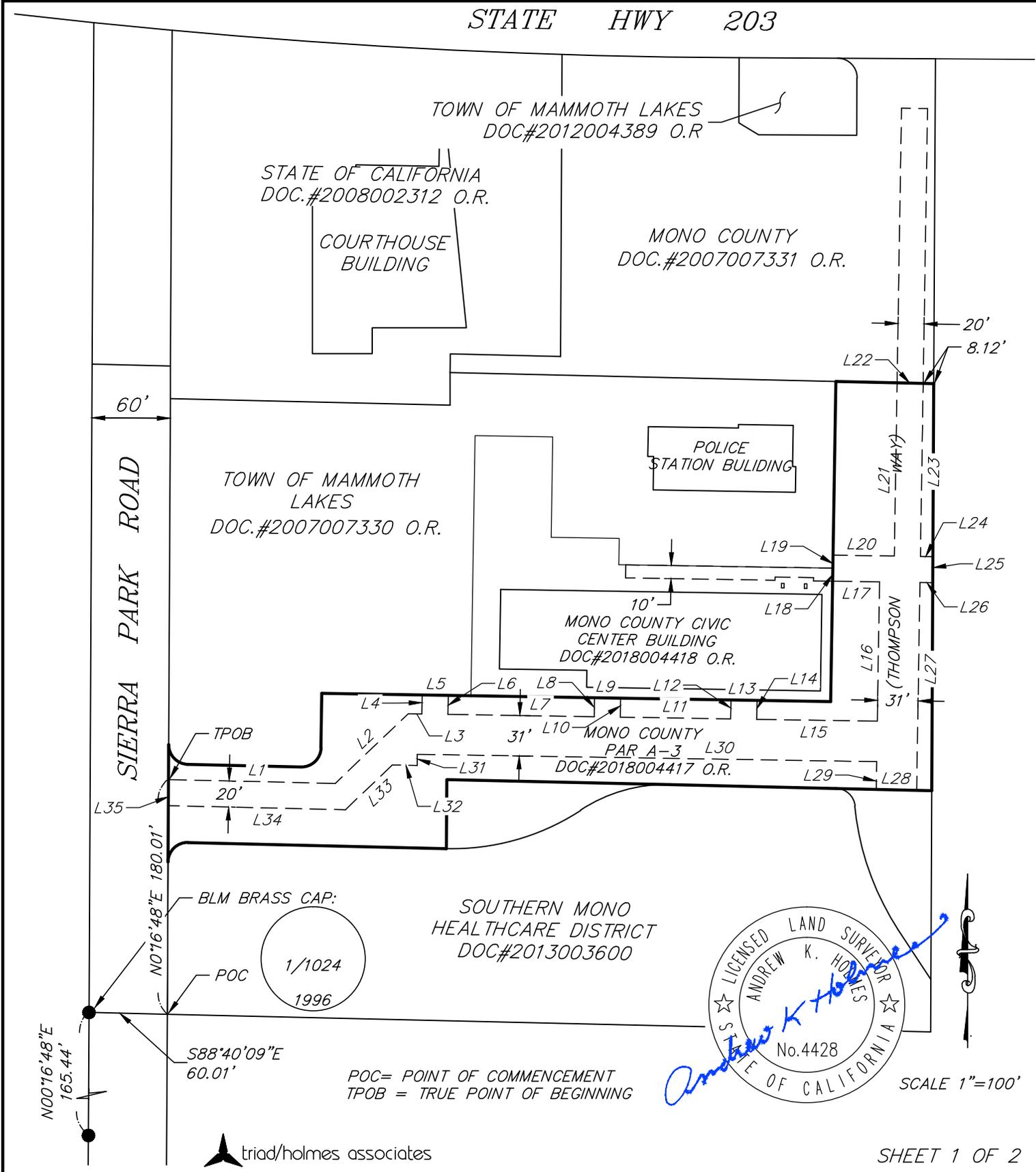


EXHIBIT "B"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

EASEMENT AREA LINE TABLE

<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
L1	127.78'	S88°40'09"E
L2	77.38'	N46°19'51"E
L3	10.48'	S89°04'51"E
L4	14.50'	N00°55'09"E
L5	20.00'	S89°04'51"E
L6	14.50'	S00°55'09"W
L7	112.07'	N89°04'51"W
L8	14.50'	N00°55'09"E
L9	20.00'	S89°04'51"E
L10	14.50'	N00°55'09"E
L11	84.60'	S89°04'51"E
L12	14.50'	N00°55'09"E
L13	20.00'	S89°04'51"E
L14	14.50'	S00°55'09"W
L15	92.39'	S89°04'51"E
L16	106.85'	N00°55'09"E
L17	36.00'	N89°04'51"W
L18	10.00'	N00°55'09"E
L19	10.00'	N00°55'09"E
L20	47.00'	S89°04'51"E

<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
L21	132.85'	N00°55'09"E
L22	20.00'	S88°40'09"E
L23	132.70'	S00°55'09"W
L24	9.60'	S89°04'51"E
L25	20.00'	S00°16'48"W
L26	9.82'	N89°04'51"W
L27	159.40'	S00°55'09"W
L28	31.00'	N88°40'09"W
L29	21.32'	N00°55'09"E
L30	352.08'	N89°04'51"W
L31	8.50'	S00°55'09"W
L32	19.04'	N89°04'51"W
L33	49.69'	S46°19'51"W
L34	135.70'	N88°40'09"W
L35	20.00'	N00°16'48"E



EXHIBIT "C" LEGAL DESCRIPTION OF BURDENED PROPERTY AND EASEMENT AREA

BEING an easement over, under, upon and across a portion of that certain real property situated in the Town of Mammoth Lakes, County of Mono, State of California, said real property, the "Burdened Property", being designated "MONO COUNTY CIVIC CENTER PARCEL" as described in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the COUNTY OF MONO, recorded as Document # 2018004418 of Official Records in the Office of the County Recorder of said County, and said portion, being the subject "Easement Area", also being more particularly described as follows:

BEGINNING at the northeast corner of said "MONO COUNTY CIVIC CENTER PARCEL", said northeast corner being located North 00°55'09" East, 102.35 feet from the southeast corner of said PARCEL;
THENCE along the east line of said PARCEL, South 00°55'09" West, 10.00 feet;
THENCE leaving said east line, North 89°04'51" West, 14.58 feet;
THENCE North 00°55'09" East, 2.50 feet;
THENCE North 89°04'51" West, 29.50 feet;
THENCE South 00°55'09" West, 2.50 feet;
THENCE North 89°04'51" West, 114.62 feet;
THENCE North 00°55'09" East, 10.00 feet to the north line of said "Burdened Property";
THENCE along said north line, South 89°04'51" East, 158.70 feet to the POINT OF BEGINNING;
CONTAINING 1,513 square feet of land, more or less.

The Basis of Bearings for the above legal description is the east line of said "Burdened Property" being North 00°55'09" East.

The above described easement is shown on the attached EXHIBIT "D".

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



Andrew K Holmes

ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT A

EXHIBIT "D"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203

TOWN OF MAMMOTH LAKES
DOC.#2012004389 O.R.

STATE OF CALIFORNIA
DOC.#2008002312 O.R.

COURTHOUSE
BUILDING

MONO COUNTY
DOC.#2007007331 O.R.

60'

SIERRA PARK ROAD

TOWN OF MAMMOTH
LAKES
DOC.#2007007330 O.R.

POLICE
STATION BUILDING

POB
L8 L2 L1
L7 L6 L5 L4 L3
10'
MONO COUNTY CIVIC
CENTER BUILDING
DOC#2018004418 O.R.
N0°55'09"E 102.35'

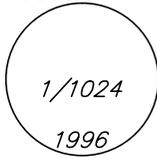
(WAY)
31'

20'

MONO COUNTY
PAR A-3
DOC#2018004417

N0°16'48"E 180.01'

BLM BRASS CAP:



SOUTHERN MONO
HEALTHCARE DISTRICT
DOC#2013003600

S88°40'09"E
60.01'

POC= POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



SCALE 1"=100'

EXHIBIT "D"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

EASEMENT AREA LINE TABLE



Line Table		
Line #	Length	Direction
L1	10.00'	S00°55'09"W
L2	14.58'	N89°04'51"W
L3	2.50'	N00°55'09"E
L4	29.50'	N89°04'51"W
L5	2.50'	S00°55'09"W
L6	114.62'	N89°04'51"W
L7	10.00'	N00°55'09"E
L8	158.70'	S89°04'51"E

EXHIBIT "E" LEGAL DESCRIPTION OF BURDENED PROPERTY AND EASEMENT AREA

BEING that certain real property situated in the Town of Mammoth Lakes, County of Mono, State of California, said real property, the "Burdened Property", being described in the GRANT DEED from the SOUTHERN MONO HEALTHCARE DISTRICT to the COUNTY OF MONO and recorded as Document # 2007007331 of Official Records in the Office of the County Recorder of said County.

EXCEPTING THEREFROM a portion of the real property described above, said portion being all that real property described in the GRANT DEED WITH RIGHT OF REPURCHASE from MONO COUNTY to the STATE OF CALIFORNIA and recorded as Document #2008002312 of Official Records in the Office of said County Recorder.

ALSO EXCEPTING THEREFROM a portion of the real property first described above, said portion being all that real property described in the GRANT DEED from MONO COUNTY to the TOWN OF MAMMOTH LAKES and recorded as Document #2012004389 of Official Records in the Office of said County Recorder.

The subject "Easement Area", being a portion of the "Burdened Property" described above, is more particularly described as follows:

COMMENCING at the southeast corner of said real property described in Document #2007007331;
THENCE along the south line of said last mentioned real property, North 88°40'09" West, 8.12 feet to the TRUE POINT OF BEGINNING;
THENCE continuing along said south line, North 88°40'09" West, 20.00 feet;
THENCE leaving said south line, North 00°55'09" East, 210.67 feet;
THENCE South 89°04'51" East, 20.00 feet;
THENCE South 00°55'09" West, 210.81 feet to the TRUE POINT OF BEGINNING;
CONTAINING 4,215 square feet of land, more or less.

The Basis of Bearings for the above Legal Description is the south line of said real property described in Document #2007007331, said bearing being North 88°40'09" West.

The above described easement is shown on the attached EXHIBIT "F".

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



Andrew K Holmes

ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

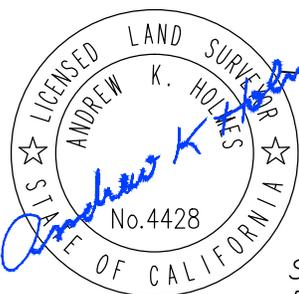
EXHIBIT A

EXHIBIT "F"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203



TOWN OF MAMMOTH LAKES
DOC.#2012004389 O.R.

STATE OF CALIFORNIA
DOC.#2008002312 O.R.

COURTHOUSE
BUILDING

MONO COUNTY
DOC.#2007007331 O.R.

60'

SIERRA PARK ROAD

TOWN OF MAMMOTH
LAKES
DOC.#2007007330 O.R.

POLICE
STATION BUILDING

10'
MONO COUNTY CIVIC
CENTER BUILDING
DOC.#2018004418 O.R.

31'
MONO COUNTY
PAR A-3
DOC.#2018004417 O.R.

N0°16'48"E 180.01'

BLM BRASS CAP:

1/1024

1996

S88°40'09"E
60.01'

SOUTHERN MONO
HEALTHCARE DISTRICT
DOC#2013003600

POC= POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

SCALE 1"=100'

EXHIBIT "F"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

EASEMENT AREA LINE TABLE



Line Table		
Line #	Length	Direction
L1	8.12'	N88°40'09"W
L2	20.00'	N88°40'09"W
L3	210.67'	N00°55'09"E
L4	20.00'	S89°04'51"E
L5	210.81'	S00°55'09"W

Recording Requested By:

Mammoth Community Water District

When Recorded, Please Mail This Document To:

**Mammoth Community Water District
P.O. Box 780
Mammoth Lakes, CA 93465**

**No recording fee per
Government Code §§ 6103 & 27383**

APNs: 035-010-068-000, 035-010-069-000

- This Space For Recorder's Use Only -

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Mammoth Community Water District**, a California county water district ("District"), hereby relinquishes and quitclaims to **the County of Mono**, a County in the State of California, Grantee, all of District's right, title, and interest in that certain real property located in the Town of Mammoth Lakes, County of Mono, State of California, including all property interests possessed by District under that certain fifteen foot wide strip, which District acquired by Easement Agreement recorded as Document #2007007325 of Official Records in the Office of the Mono County Recorder, State of California.

The quitclaimed easement is more particularly described in the attached **Exhibit "A"** incorporated herein by this reference.

Executed this _____, 20__.

MAMMOTH COMMUNITY WATER DISTRICT:

By: _____
Mark Busby
Interim General Manager

EXHIBIT B

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC

[California Civil Code § 1189]

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

State of California)

County of _____)

On _____, 20____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT B

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

[Gov't Code, § 27281]

This is to certify that THE COUNTY OF MONO, a political subdivision of the State of California, acting by and through its Public Works Director, hereby accepts for public purposes the real property, or interest therein, conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, and consents to the recordation thereof pursuant to authority conferred by Resolution No. R19-__ of the Board of Supervisors approved at a public meeting held on _____.

By: _____

Tony Dublino
Public Works Director

EXHIBIT "A"

LEGAL DESCRIPTION EASEMENT QUITCLAIM OVER MONO COUNTY PROPERTIES

BEING a quitclaim of portions of that certain 15.00 foot wide waterline easement situated in the Town of Mammoth Lakes, County of Mono, State of California, said waterline easement being further described in the "EASEMENT AGREEMENT" recorded as Document # 2007007325 of Official Records in the Office of the County Recorder of said County, and said portions also being more particularly described as follows:

All that portion of said waterline easement lying within the real property described in the Grant Deed from the Town of Mammoth Lakes to the County of Mono and recorded as Document # 2018004417 of Official Records of said County.

TOGETHER WITH all that portion of said waterline easement lying within the real property described in the Grant Deed from the Town of Mammoth Lakes to the County of Mono and recorded as Document # 2018004418 of Official Records of said County.

The above described portions of said waterline easement are shown on the attached Exhibit.

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



Andrew K Holmes

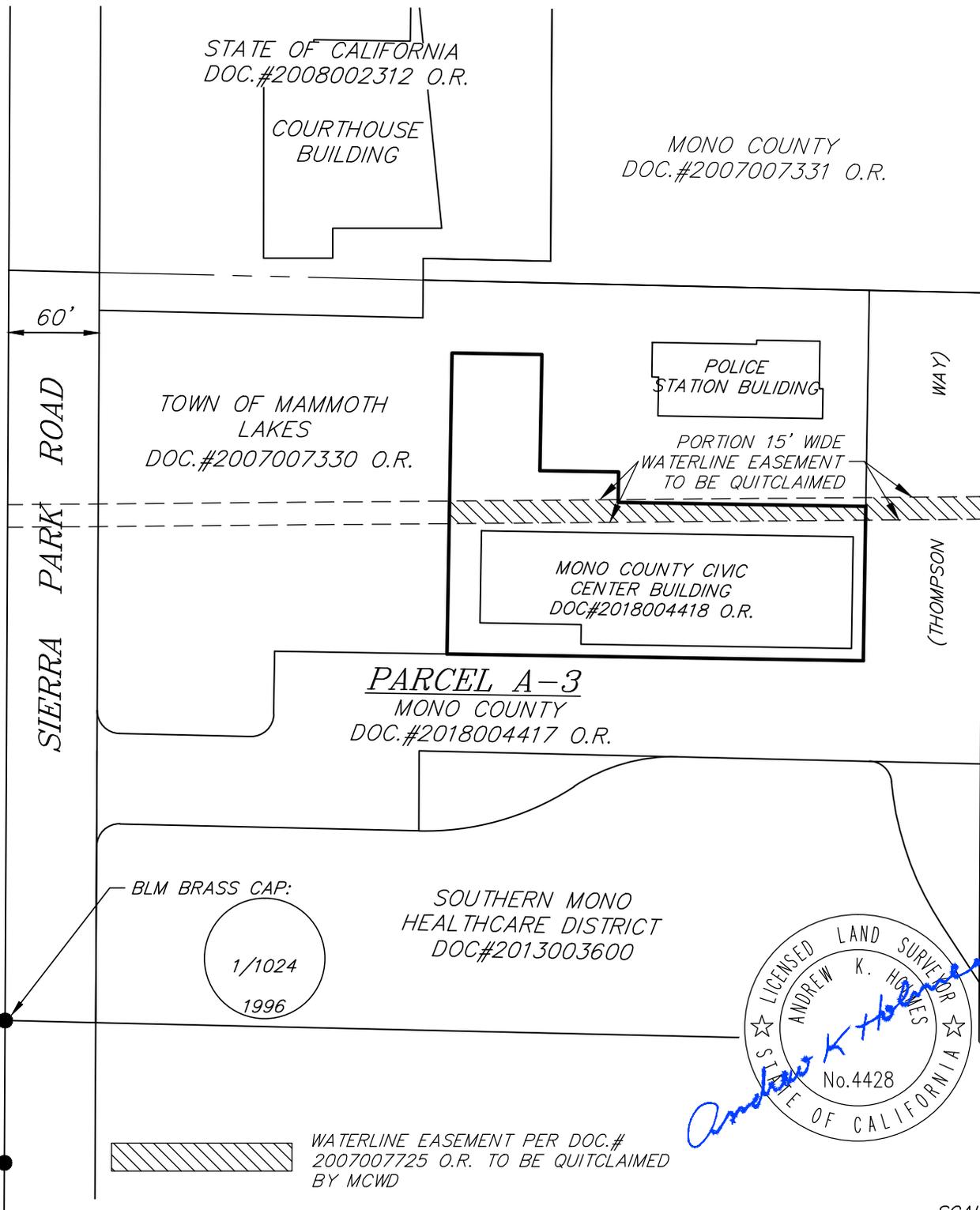
ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT B

EXHIBIT "A"

EASEMENT QUITCLAIM OVER MONO COUNTY PROPERTIES

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA



SCALE 1"=100'

Exhibit C

MAMMOTH COMMUNITY WATER DISTRICT

Post Office Box 597
1315 Meridian Boulevard
Mammoth Lakes, California 93546
(760) 934-2596



[Date]

Mono County
94 School Street, P.O. Box 457
Bridgeport, CA 95517

Re: Notice of Acceptance of Facilities

Dear Applicant:

Pursuant to paragraph 13 of the Agreement Between Mammoth Community Water District and Mono County, a County in the State of California, Concerning the Construction and Transfer of Water and Sewer Facilities for the Mono County Civic Center project, dated _____, 2019 this letter will serve to notify you that all of the conditions set forth in said paragraph 13 have been met, and that the District, as of the date of this letter, hereby accepts the water and sewer facilities for the Mono County Civic Center project, which were constructed pursuant to the agreement. This letter will also serve as acknowledgment of receipt of the Maintenance Guarantee [type and amount] as provided for in paragraph 11 of the agreement and release of your Performance Guarantee [type and amount].

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,

JOHN PEDERSEN
District Engineer