

December 26, 2022

Via Online at USDA provided portal

Lesley Yen
Forest Supervisor
c/o Fred Wong
Mammoth Lakes District Ranger
Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514

Re: Comments in Response to Notice of Intent to Prepare An
Environmental Impact Statement for Mammoth Mountain Ski
Area Main Lodge Redevelopment

Dear Ms. Yen:

I am writing on behalf of Mammoth Mountain Chalet Association, Inc. ("MMCA") to submit the below comments in response to the Inyo National Forest's notice of intent to prepare an environmental impact statement regarding Mammoth Mountain Ski Area's Main Lodge Redevelopment. The Forest published its notice of intent in the Federal Register on November 25, 2022 requiring comments be submitted by December 27, 2022. Therefore, these comments are timely.

MMCA very much appreciates the opportunity to comment on the Forest's notice of intent. MMCA is currently authorized under a Term Special Use Permit to maintain and operate 21 chalet buildings for lodging to the general public on Forest Service land immediately adjacent to the private land owned by Mammoth Mountain Ski Area ("MMSA") as well as the lands on which MMSA operates pursuant to its own Term Special Use Permit. MMCA has a very strong working relationship with MMSA. Given the reciprocal benefits MMCA and MMSA provide to each other, MMCA fully supports MMSA's need to improve its operations, replace aging infrastructure and expand guest services offerings to meet increasing demands. Because of the proximity of MMCA's operations to MMSA's operations, MMCA also has a very strong interest in ensuring the continued safety, improvement and modernization of its own operations.

As MMCA has discussed in prior matters involving MMSA, MMCA's primary goals include ensuring that activity in and around both MMSA and MMCA, including traffic on and maintenance of the roads in the area, does not in any way have a detrimental impact on either MMCA or MMSA's operations. This concern includes ensuring that snow management operations can continue to be conducted in a manner that protects the safety of all guests in the area and provides for safe ingress and egress to the chalets. In addition, MMCA has a strong

interest in ensuring that any redevelopment ensures that appropriate signage be in place to guide visitors to their destinations in the area. We have attached a copy of comments previously submitted by MMCA in response to the, at that time, proposed land exchange between the Forest Service and MMSA. These comments also set out MMSA's concerns as to issues which need to be taken into account and addressed in any future redevelopment at MMSA. As discussed in those comments, these issues include adequate year-round access to MMCA's facility (including during any construction phases), protecting the seasonal creek in the area, meeting MMCA's sewage disposal and water needs as well as ensuring MMCA's power, cable and communication infrastructure can meet current and future demand. In addition to these issues, it always has been and remains important to MMCA that the viewshed, night skies, and quiet serenity of the area be preserved.

In addition, MMCA has a recorded access and utility easement agreement over lands which MMSA owns and on which it operates. (Copy attached.) Because that easement is critical to MMCA's operations, nothing in these comments or any future participation by MMCA is intended to or should be construed as waiving any rights MMCA has in and pursuant to that easement agreement. That easement also addresses MMCA's need for safe pedestrian and vehicular ingress and egress as well as continued operation of necessary utilities.

MMCA again very much appreciates the strong working relationship it has with both MMSA as well as the Inyo National Forest. MMCA also thanks the Forest for the opportunity to identify the potential impacts on its own operations which it requests the Forest consider as it evaluates and completes the projects in MMSA's Master Development Plan.

If you should have any questions regarding these comments, please contact the undersigned.

Very truly yours,

Kevin R. Garden

Kevin R. Garden

Enclosures

(703) 535-5565 *tel.*
(703) 997-1330 *fax*
kevin@gardenlawfirm.com

October 7, 2016

VIA FACSIMILE AND EMAIL

Edward Armenta, Forest Supervisor
c/o Janelle Walker
Winter Sports Specialist
Inyo National Forest
PO Box 148
Mammoth Lakes, CA 93546
comments-pacificsouthwest-inyo@fs.fed.us
FAC: (760) 924-5537

Re: ***Mammoth Base Land Exchange EIS***

Dear Mr. Armenta:

I am writing on behalf of the Mammoth Mountain Chalet Association, Inc. ("MMCA") in response to the Inyo National Forest's request for comments regarding its notice of intent to prepare an environmental impact statement to evaluate a proposed land exchange with the Mammoth Main Lodge Redevelopment LLC ("MMLR"). *See* 81 Fed. Reg. 58909 (Aug. 26, 2015). MMCA currently holds a permit with the Forest Service which authorizes MMCA to operate a resort on federal land, known as the Mammoth Mountain Chalets, consisting of 21 chalets for public rental as well as associated administrative buildings. MMCA's operations are adjacent to the federal land being proposed for transfer and the Main Lodge for Mammoth Mountain. Mammoth Mountain Chalets is operated pursuant to the Term Permit Act of 1915 for the purpose of providing recreational opportunities to the public. 16 U.S.C. § 497. Because the proposed land exchange will impact the operations and rights of MMCA as the current permittee operating on federal land adjacent to the federal land proposed for transfer, MMCA is submitting the following comments regarding the scope of the analysis to be conducted.

As you are aware, the proposed land exchange is proceeding pursuant to the agreement to initiate an exchange, as required under 36 C.F.R. § 254.4. Amendment No. 1 Agreement to Initiate between MMLR and the Forest Service sets out the various exceptions to title and other uses to be recognized in the transfer of title of the federal land. Pertinent to MMCA is the following statement:

[The transferred title shall include an] easement across the Federal I parcel to the Mammoth Mountain Chalets located west of the federal parcel. Location of

easement subject to input from [Mammoth Mountain Ski Area (MMSA)¹] and the Mammoth Mountain Chalet Association with final approval by the Forest Service. The Chalet Association operates a number of individual chalets on NFS lands adjacent to the Federal parcel. This use is authorized under a USFS Special Use Permit. Winter vehicular access to the Chalets is provided through the Federal I parcel via a general understanding access agreement between MMSA and the Chalet Association. Water source is from the same well referenced in Item 2 under Uses to be Recognized. **MMRL will execute an easement or other authorization satisfactory to the Chalet Association and to MMSA for continued water, sewer, power and communication services.**

Amendment No. 1 Agreement to Initiate at 26 (emphasis in original).² With regard to the water well, the Amendment No. 1 Agreement to Initiate's section on Uses to be Recognized states in paragraph 2:

2. Utilities associated with the base facilities: These include a water well, water transmission piping, sewer piping, power lines, communication line, propane tanks and propane lines, and other related services.

These items will remain in place upon conveyance of the parcel to MMRL.

--The well provide water to Mammoth Mountain Inn and other facilities on the parcel. The well and use of the water will be controlled by MMRL upon its acquisition of the parcel. (There are no appropriative water rights associated with the well.)

(Emphases in original.)

As noted above, the MMCA chalets are located on federal land which is adjacent to the federal land which is being proposed for exchange. As a result, MMCA's structures and operations currently rely upon various infrastructures and access that will be affected by the exchange. Because MMCA is operating on federal land in the public interest, the analysis which the Forest Service proposes to undertake should regard MMCA's operations as being in the public interest. *See* 36 C.F.R. § 254.3(b)(1). Therefore, MMCA is requesting that the analysis to be conducted address the conditions of the exchange necessary to ensure that the recreational services MMCA provides to the public are not in any way negatively impacted by the exchange.³

¹ MMSA is apparently the specific entity named as the holder of the special use permit which authorizes the ski area operations at Mammoth Mountain which occur on federal land.

² Federal Parcel I is identified at page 25 of Amendment No. 1 Agreement to Initiate, and consists of the Mammoth Ski Area Base Main Lodge area.

³ MMCA also requests that, before undertaking this analysis, the Forest Service confirm that the boundary line for the permit area is accurate and that MMCA's operations and infrastructure do

A discussion of the specific issues which relate to MMCA's continued ability to provide a high quality recreation experience to the public is set out below.

Access

In order to provide quality services to the public on the federal land where MMCA operates, the easement over the former federal land to be transferred to MMLR must ensure continued adequate winter access to the entrance of the existing MMCA parking lot which is adjacent to MMLR's current parking lot. For the same reason, the easement must ensure summer access directly to the MMCA parking lot from Highway 203. In addition, it is important that MMLR agree not to move or remove Highway 203 or otherwise impact access from Highway 203, which could occur by redirecting traffic, such as tour buses and other traffic, closer to the MMCA permit area. Because of the detrimental impact it would have on MMCA's operations, MMCA objects to any re-alignment of Highway 203 that would move the highway closer to MMCA's operations.

Because this access to the federal permit area currently being operated by MMCA currently exists, any need to make changes to access after the land exchange should be subject to Forest Service and MMCA approval. In addition, any such change should be paid for by MMLR as the party seeking the land exchange. Furthermore, because the public must travel through formerly federal land which will now be transferred to MMLR, it is important that, as part of the access easement, MMLR be required to post adequate signage on the new MMLR property to ensure public visitors to MMCA can easily locate MMCA's access point adjacent to the existing parking lot. In addition, to ensure the safety of these public visitors, MMLR should be required to continue clearing snow up to the MMCA federal permit area 24 hours a day during the winter snow season. Moreover, public visitors to MMCA have historically and currently enjoy the ability to ski to and from the MMCA site to the MMSA, and this ability should be preserved.

Sewage

MMCA's operations currently rely upon a sewage system that exists on the federal land to be transferred. This sewage system provides for the disposal of sewage into existing ponds on that federal land. Amendment No. 1 Agreement to Initiate's section on Uses to be Recognized states that these structures will remain on the transferred lot after transfer. Therefore, to ensure continued operations at MMCA serving the public, the easement to be obtained over the transferred land must ensure not only that these structures remain, but that MMCA or the current permit holder have continued uninterrupted access and use of these sewer services for its facilities. In the event MMLR wishes to change the existing sewer system, any such change by MMLR to the sewer service, including any change in the location of the services or the point of

not occur on any areas that may be on the land being proposed for transfer. In such event, MMCA requests that the MMCA permit area be adjusted to include any such operations.

connection at the MMCA site boundary, should be subject to Forest Service and MMCA approval and any costs associated with ensuring MMCA retains such sewer services should be at the expense of MMLR.

Power, cable and communication

MMCA's operations also currently rely upon power, cable and communication infrastructure and services located on the federal land to be transferred. These services are necessary for its operations of the public resort. Amendment No. 1 Agreement to Initiate's section on Uses to be Recognized also states that these structures will remain on the transferred lot after transfer. Therefore, MMCA requests that the easement to be retained by the Forest Service over the federal land to be exchanged ensure not only that these structures remain, but that MMCA or the current permit holder have continued and uninterrupted use of the current power, cable, and communication services at their current location. In the event MMLR wishes to change or alter these services and structures, any change in the location of services or the point of connection at the MMCA site boundary must be subject to Forest Service and MMCA approval. In addition, any such changes should be solely at the expense of MMLR.

Water

MMCA also currently relies upon water as well as water services and infrastructure located on the federal land to be transferred. Therefore, the easement to be retained by the Forest Service must ensure continued water and water service to the MMCA permit area pursuant to the same structures which currently provide that water and water service. The easement should also provide that, in the event MMLR wishes to change or alter these services and structures, any change in the location of services or the point of connection at the MMCA site boundary must be subject to Forest Service and MMCA approval. In addition, the easement should provide that MMCA or the current permit holder shall have continued access to, and use of, the water from the water well (or any other existing water sources providing water to MMCA) at the current cost or at a fair share of that cost.

Preservation of viewshed and natural quiet

It is important that the viewshed and the quiet serenity of the federal property where MMCA currently operates be preserved. Currently, the Forest Service can control and preserve this viewshed and serenity because the land adjacent to MMCA's permit area is owned by the United States and administered by the Forest Service. Therefore, as a condition of transferring this land, it is important for the Forest Service to preserve the viewshed and natural quiet in order to ensure continued quality public recreation services which MMCA provides.

To protect the viewshed, the Forest Service should ensure that the easement it retains over the transferred federal land prohibits MMLR from inhibiting the current viewshed or natural quiet of the MMCA parcel. The terms of the easement should prohibit MMLR from constructing or installing any new structures or signs beyond what currently exists without approval of the

Forest Service and MMCA. Any such approved construction should adhere to normal weekday time periods of activity (*i.e.*, no construction outside of 8-5 on weekdays). Further, the easement should prohibit locating any equipment or structures on the east side of the parcel to be transferred, which is the side adjacent to MMCA's permit area, which result in excessive noise, odors, or any related activity that interferes with the enjoyment of the permit area. The easement should also prohibit MMLR from removing any trees that would impact the current MMCA's view shed or privacy without approval of the Forest Service and MMCA. In addition, the easement should prohibit MMLR from placing any new lights on the transferred federal parcel which in a way impact the MMCA permit area. The easement should also address the air space above the transferred parcel as well as MMCA's permit area to ensure the viewshed is protected. Among other concerns is the possibility of highly intrusive helicopter activity should MMLR construct a helicopter pad on the site to shuttle guests to and from the property.

Maintenance of seasonal creek on permit area

A seasonal creek exists on the MMCA permit area and flows into the land to be transferred. The creek bed associated with this seasonal creek provides for proper drainage of the MMCA permit area. To ensure that this creek bed continue to provide this necessary drainage, the easement should require MMLR not to impede its natural flow off the MMCA permit area.

Conclusion

I very much appreciate this opportunity to provide comments on behalf of Mammoth Mountain Chalet Association, Inc. and we look forward to participating in this land exchange process. If you should have any questions regarding the above comments, please do not hesitate to contact Mammoth Mountain Chalet Association or me.

Very truly yours,

THE GARDEN LAW FIRM, P.C.

Kevin R. Garden

Kevin R. Garden

cc: Mammoth Mountain Chalet Association, Inc.

*Accommodation
only*

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Mammoth Mountain Chalet Association, Inc.
4918 North Harbor Drive, Suite 208
San Diego, California 92106
Attention: Herb Palmtag

Doc # 2020000980
Page 1 of 22
Date: 3/2/2020 02:03P
Filed by: INYO-MONO TITLE
COMPANY[Sf845]
Filed & Recorded in Official Records
of MONO COUNTY
SHANNON KENDALL
CLERK-RECORDER
Fee: \$72.00

THIS SPACE ABOVE FOR RECORDER'S USE

Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225 reached

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT ("**Agreement**") is made as of February 4, 2020, by and between MAMMOTH MAIN LODGE REDEVELOPMENT, L.L.C., a Delaware limited liability company ("**MMLR**"), and MAMMOTH MOUNTAIN CHALET ASSOCIATION, INC., a California corporation ("**Chalets**").

RECITALS

This Agreement is made on the basis of the following facts, understandings, and intentions of MMLR and Chalets.

A. The United States of America ("**USA**") is the owner of that certain real property managed by the USDA Forest Service ("**Forest Service**") and located in the Town of Mammoth Lakes ("**Town**"), County of Mono ("**County**"), and State of California ("**State**"), as more particularly described on Exhibit A attached hereto and depicted on that certain Record of Survey No. 36-170 recorded on August 21, 2018 in Book 5 of Record of Survey Maps at Pages 53-53A as Instrument No. 2018003037 in the Official Records of Mono County, California ("**Record of Survey**") attached hereto as Exhibit B ("**MMLR Property**"). MMLR and its affiliate, Mammoth Mountain Ski Area, LLC, a Delaware limited liability company ("**MMSA**"), operate portions of a ski resort on the MMLR Property pursuant to the terms of a special use permit with the Forest Service.

B. On behalf of the USA, the Forest Service intends to transfer the MMLR Property to MMLR (the "**Land Exchange**") pursuant to the terms of Amendment No. 1 to an Agreement to Initiate Land Exchange dated August 18, 2016 (the "**Agreement to Initiate**"). After completion of the Land Exchange, MMLR intends to redevelop the MMLR Property.

C. The USA is also the owner of that certain real property managed by the Forest Service and located in the Town, County, and State, containing approximately twelve (12) acres with twenty-one (21) cabins and a garage structure located in the Inyo National Forest within Section 30, Township 3 South, Range 27 East, M.D.B.&M. as defined by the Forest Service, as more particularly depicted on Exhibit B attached hereto (the "**Chalets Permit Area**"), which is located adjacent to the MMLR Property. The eastern boundary of the Chalets Permit Area is described in Exhibit C attached hereto (labeled as the Westerly Property Line MMSA Exchange

1200715.08/OC
378061-00001

*This instrument is being recorded by
INYO-MONO TITLE COMPANY as an
accommodation only and without
benefit of examination. No additional
liability assumed.*

*Accommodation
only*

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AND WHEN RECORDED MAIL TO:**

Mammoth Mountain Chalet Association, Inc.
4918 North Harbor Drive, Suite 208
San Diego, California 92106
Attention: Herb Palmtag

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Property Per Mono County R/S BK 5 PG 53) as well as the Record of Survey attached hereto as **Exhibit B**. Chalets operates vacation rentals on the Chalets Permit Area pursuant to a special use permit with the Forest Service.

D. Chalets currently (i) requires vehicular and pedestrian access through a portion of the MMLR Property during the winter months and (ii) accesses its Utilities (defined below) through pipes, cables, and lines that pass over, under, and/or through the MMLR Property. Chalets wants to ensure that upon completion of the Land Exchange, and following the redevelopment of the MMLR Property, Chalets will continue to have vehicular and pedestrian access to the Chalets Permit Area and access to the Utilities, as provided herein.

E. MMLR intends to cooperate with Chalets to ensure its ongoing access to the Chalets Permit Area and to the Utilities after completion of the Land Exchange and following the redevelopment of the MMLR Property. Paragraph 4 of **Exhibit B** to the Agreement to Initiate, which is entitled "Uses to be Recognized", provides that MMLR agrees to execute an easement or other authorization satisfactory to Chalets and MMLR for access to "continued water, sewer, power and communications services".

F. The purpose of this Agreement is to establish access and utility easements located on portions of the MMLR Property, for the benefit of the Chalets Permit Area, as more particularly provided herein.

G. MMLR, Chalets, and their respective successors and assigns are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**". The MMLR Property and the Chalets Permit Area are individually referred to herein as a "**Property**", and are collectively referred to herein as the "**Properties**".

H. The Parties intend to record this Agreement concurrently with the Land Exchange and intend that upon such recordation, the Properties shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and easements set forth herein and that any future owner or permittee of all or any portion of either of the Properties shall acquire title to its ownership interest or rights under the permit subject to the covenants, conditions, restrictions, reservations, and easements set forth herein.

I. The USA and the Forest Service are not parties to this Agreement, shall have no affirmative obligations, and shall incur no liability hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree, each by and for itself, and its respective successors and assigns, and all persons claiming under or through it that the MMLR Property and the Chalets Permit Area shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth until such time as Chalets' conditional use permit with the Forest Service has been terminated and Chalets has vacated the Chalet Permit Area.

ARTICLE 1 – EASEMENTS

1.1 **Pedestrian and Vehicular Ingress and Egress.** MMLR hereby establishes and grants for the benefit of Chalets and its agents, contractors, employees, tenants and other occupants, and the guests and invitees of such tenants and other occupants (collectively, "Users") of the Chalets Permit Area, applicable only during the winter months when Minaret Road adjacent to the Chalets Permit Area is closed, a non-exclusive, relocatable (subject to Section 2.3 below) easement over, across and through the MMLR Property for the passage of motor vehicles and pedestrians for ingress and egress to and from the Chalets Permit Area ("**Access Easement**") between the entranceway from the portion of Minaret Road adjacent to the MMLR Property that remains open during winter, through, over, and across the street, curb, gutter, and sidewalk improvements existing and subsequently constructed or modified and located generally within that area of the MMLR Property to a twenty-foot-wide area within the cross-hatched area identified as the "allowed access opening" on the MMLR Property depicted on **Exhibit C** attached hereto ("**Allowed Access Opening**"), until such time as Chalets' conditional use permit with the Forest Service has been terminated and Chalets has vacated the Chalet Permit Area ("**Access Easement Area**").

1.2 **Utility Facilities.** MMLR hereby establishes and grants, for the benefit of Chalets and Users of the Chalets Permit Area, a non-exclusive, relocatable (subject to Section 2.3 below) easement to connect to the utility pipes, cables, and lines on the MMLR Property (collectively, "**Utility Lines**") at the point of connection on the MMLR Property in the area depicted on **Exhibit D** attached hereto ("**Utility Point of Connection**"), necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of the Utilities serving the Chalets Permit Area, including lateral connections to and from the Chalets Permit Area ("**Utility Easement**"), until such time as Chalets' conditional use permit with the Forest Service has been terminated and Chalets has vacated the Chalet Permit Area. Utilities shall include, without limitation, any or all of the following: facilities for the supply and return of sanitary sewer, domestic and fire protection water, reclaimed water (to the extent provided), electricity, telephone service, cable TV, data transmission, telecommunications, and any similar utility service at a capacity greater than or equal to the current capacity (collectively, the "**Utilities**"). MMLR shall execute and deliver such formal grants of easements as may be requested by a utility company in connection with the Utility Easement to the extent necessary to deliver Utilities to the Utility Point of Connection.

1.3 **Access for Repair.** MMLR hereby establishes, reserves, and grants to Chalets non-exclusive easements over, upon, and across the Access Easement Area, the Utility Lines, and the improvements related thereto for the performance rights provided in Section 5.1 below; provided, however, that the exercise of any rights under this Section 1.3 shall not impair, in any material respect, the operation, maintenance or use of the MMLR Property.

ARTICLE 2- MAINTENANCE AND REPAIR

2.1 **Maintenance and Repair.** MMLR shall maintain, repair, and restore, or cause to be maintained, repaired, and restored the Access Easement Area and the Utility Lines for the mutual benefit of all Parties so that they are operated for their intended purpose and are kept in a clean, safe, and first-class condition and state of repair, clear of snow and debris for the Parties,

their respective Users and emergency vehicles, and in compliance with all governmental or quasi-governmental laws, rules, regulations, orders and ordinances exercising jurisdiction there over (the "**Maintenance Obligations**"). Notwithstanding the foregoing, any damage to such facilities resulting from the negligence or willful misconduct of the benefitted Party or its Users, shall be promptly repaired at the sole cost and expense of the such benefitted Party. Additionally, MMLR shall provide and maintain signage within and along the Access Easement Area to guide Users of the Chalets to the Chalets Permit Area through the MMLR Property to the Allowed Access Opening. MMLR shall keep such signage free and clear of snow to maintain visibility. The design and location of the signage shall be subject to the reasonable approval rights of the Chalets.

2.2 **No Barriers.** Other than the guard gate, which shall permit passage of Chalets and its Users of the Chalets Permit Area, MMLR shall not construct or alter fences or other barriers that block any portion of the Access Easement Area or otherwise allow its Users to block or obstruct the Access Easement Area so as to prevent or unreasonably obstruct the passage of pedestrian travel or vehicular travel within or across the Access Easement Area.

2.3 **Redevelopment of MMLR Property.** Chalets acknowledges that concurrently with the redevelopment of the MMLR Property, MMLR intends, but shall not be obligated, to construct and modify, at its sole discretion, cost, and expense, the street, curb, gutter, and sidewalk improvements within the Access Easement Area and to construct and modify the Utility Lines in accordance with this Section 2.3. The construction or modification of any road, driveway, entranceway or other access way, Utilities or any other improvements within the Access Easement Area or the construction or modification of the Utility Lines, shall be subject to the following requirements:

(a) All construction shall be in accordance with all applicable requirements of the Town and all other governmental authorities having jurisdiction.

(b) All construction shall be in accordance with all other covenants, conditions, and restrictions of record, apparent or known to the Party constructing the said improvements.

(c) All construction shall be of first-class quality as to materials and workmanship.

(d) MMLR shall take all measures reasonably required to protect Chalets from injury or damage arising out of or caused by such work. All such construction shall be performed so as to not unreasonably impair or interfere with the use, occupancy or enjoyment of the Chalets Permit Area, or any portion thereof, by Chalets and its Users; and MMLR shall take all measures reasonably possible to minimize the interference with such use, occupancy, and enjoyment of the Chalets Permit Area. MMLR acknowledges and agrees that Chalet is operating under a permit to serve the public interest, which requires uninterrupted access and utilities for operation.

(e) MMLR shall keep all portions of the Access Easement Area free and unobstructed by the storage of any equipment, construction materials, debris or loose dirt related to such work, except as may be necessary or as specifically permitted by any Party in writing.

(f) In the event MMLR redevelops the MMLR Property and/or relocates the Access Easement or any Utilities serving the Chalets Permit Area pursuant to this Section 2.3, such redevelopment or relocation: (i) shall not unreasonably interfere with or diminish Access to or the Utility services to Chalets (i.e., the capacity of the Utilities serving the Chalets shall equal or exceed the capacity of such Utilities prior to the development or relocation); (ii) shall not reduce or unreasonably impair the usefulness or function of such access or Utility; (iii) shall be performed without cost or expense to Chalets, except as otherwise provided in this Agreement; (iv) shall be completed using materials and design standards which equal or exceed those originally used; (v) shall have been approved by the utility company and/or the appropriate governmental or quasi-governmental agencies having jurisdiction; and (vi) shall not unreasonably interfere with the conduct or operation of the Parties and Users of the Chalets Permit Area; (vii) the Access Easement shall continue to connect to the Allowed Access Opening, (viii) if the modification of the Utility Lines necessitates a change in the Utility Point of Connection, MMLR shall bear all costs relating to the relocation or connection of the Utilities on the Chalets Permit Area to correspond to the new point of connection, including without limitation, relocating the Utility Lines within the Chalet Permit Area to align with the new point of connection, and the relocation within the Chalet Permit Area shall be subject to the reasonable approval of Chalet. During such redevelopment or any other work by MMLR, in no event shall pedestrian travel or vehicular travel be obstructed within or across the Access Easement Area; nor shall any Utility service be interrupted as a result of that work, except for minor interruptions not to exceed two (2) hours with forty-eight (48) hours prior written notice to Chalets. If the Utility service will be interrupted for more than two (2) hours, then MMLR shall provide temporary Utility service.

ARTICLE 3- CHALETS' PAYMENT FOR WATER AND SEWER SERVICES

3.1 **Water Service Costs.** Upon two (2) years following the recordation of this Agreement and for as long as MMLR continues to provide water to Chalets for domestic and irrigation purposes, Chalet agrees to pay MMLR a monthly fee for water service for each of its cabins. MMLR and Chalets agree that Chalets' monthly fee for water service for each cabin shall be identical to the monthly fees charged by the Mammoth Community Water District for water service to each cabin ("MCWD"), as set forth and updated in MCWD's Master Fee Schedule from time to time for: (a) the "Water-Monthly Minimum Service Charge" for a two-inch meter; (b) the "Water-Quantity Rate Charge" for Commercial uses; and (c) any "Water Shortage Surcharge" for a two-inch meter if and when authorized by the MCWD Board of Directors (collectively, the "Water Service Costs"). Chalets shall pay MMLR in full for all Water Service Costs that it incurs within twenty (20) days of its receipt of any monthly invoice from MMLR. MMLR shall maintain adequate books and records to accurately determine the amount of the Water Service Costs.

3.2 **Sewer Service Costs.** Upon two (2) years following the recordation of this Agreement, and for as long as MMLR continues to provide sewer service to Chalets, Chalet agrees to pay MMLR a monthly fee for sewer service for each of its cabins. MMLR and Chalets agree that Chalets' monthly fee for sewer service for each cabin shall be identical to the monthly fee charged by MCWD for sewer service to each cabin, as set forth and updated in MCWD's Master Fee Schedule from time to time, for the "Sewer-Monthly Charge" applied to "Mill Cabins" (the "Sewer Service Costs"). Chalets shall pay MMLR in full for all Sewer Service Costs that it incurs within twenty (20) days of its receipt of any monthly invoice from MMLR. MMLR shall maintain adequate books and records to accurately determine the amount of the Sewer Service Costs.

3.3 **Potential Termination of MMLR's Obligation to Provide Water and/or Sewer Services to Chalets.** Chalets acknowledges and agrees that in connection with its proposed redevelopment of the MMLR Property, MMLR may choose, or may be required, to connect into MCWD's infrastructure and receive water and/or sewer services from MCWD for the MMLR Property. In that event, MMLR shall provide Chalets at least one hundred eighty (180) days prior written notice of such connection into MCWD's infrastructure, and MMLR shall no longer be required to provide water and/or sewer services to Chalets on the date(s) that it begins to receive water and/or sewer services from MCWD. Chalets shall be solely responsible to pay any and all connection fees which MCWD may charge to provide water and/or sewer services to Chalets if and when MCWD makes those services directly available to Chalets.

ARTICLE 4 - INSURANCE AND INDEMNITY

4.1 **Liability Insurance.** Each Party shall maintain or cause to be maintained in full force and effect Comprehensive General/Commercial General Liability Insurance covering the use of the Access Easement Area with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage, arising out of any one occurrence, naming the Party of the other Property as an additional insured. The minimum insurance amount above shall be increased every ten (10) years to account for inflation. Each Party agrees to furnish to any Party requesting the same, a certificate(s) of insurance evidencing that the insurance required to be carried by such Party is in full force and effect.

ARTICLE 5 - MISCELLANEOUS

5.1 Right to Repair and Maintain.

(a) **Right to Perform.** Chalets and its Utility Providers shall have the right to enter upon any portion of the MMLR Property where access is provided and Utilities are located, without being obligated to do so, to perform the work or furnish the services required by this Agreement to be performed by MMLR on such portion of the Access Easement Area or the Utilities, in the event MMLR shall fail to perform such work or render such services in accordance with the requirements hereof.

(b) **Performance.** Prior to the performance of any work or the furnishing of any services by Chalets pursuant to Section 5.1(a) hereinabove, Chalets shall give MMLR notice of its intention to do so, specifying the work to be performed or the services to be furnished. Such notice shall be given as provided herein not less than thirty (30) days prior to the commencement of such performance of work or furnishing of services; provided, however, that if the work to be performed or the services to be furnished are of an emergency nature, Chalets need not give thirty (30) days' prior notice but shall give such advance notice as is reasonably practical under the emergency circumstances.

(c) **Cost of Performance.** Upon completion of the performance of any work or the furnishing of any services pursuant to this Section 5.1, or from time to time if such work or service is of a continuing nature, Chalets shall submit an itemized statement of the cost thereof, together with invoices or other evidence of costs incurred, to MMLR. MMLR shall pay

Chalets one hundred ten percent (110%) of the actual costs that it incurred within fifteen (15) days after receipt of such statement.

5.2 **Notices.** All notices, demands and requests (collectively, "Notices") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the addressee, (ii) delivered to the address of the addressee set forth below, or (iii) rejected at the address of the addressee set forth below, provided such Notice was sent prepaid. Each Party shall have the right to change its address for Notices upon written notice to the other Parties. All Notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

If to MMLR: Mammoth Main Lodge Redevelopment, L.L.C.
Attention: Tom Hodges, V.P. Mtn. Dev.
Post Office Box 24
Mammoth Lakes, CA 93546

With a copy to: Alterra Mountain Company
Attention: Chief Legal Officer and
Bryan Elliott, CDO
3501 Wazee Street, Suite 400
Denver, CO 80216

With a copy to: Reicker Pfau
Attention: Mark Carney
1421 State Street, Suite B
Santa Barbara, CA 93101

If to Chalets: Mammoth Mountain Chalet Association, Inc.
Attention: Herb Palmtag
4918 North Harbor Drive, Suite 208
San Diego, CA 92106

With a copy to: Weintraub Tobin
Attention: Mark Ellinghouse
400 Capitol Mall, 11th Floor
Sacramento, CA 95814

With a copy to: Allen Matkins
Attention: Matthew Fogt
1900 Main Street, 5th Floor
Irvine, CA 92614

5.3 **Condemnation.** In the event any portion of the Properties shall be condemned, the award shall be paid to the Party of the land or improvements taken, except that (i) if the taking includes improvements belonging to more than one Party, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (ii) if the taking includes easement rights under this Agreement, the portion

of the award allocable to each such easement right shall be paid to the grantee(s) thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Agreement which does not reduce or diminish the amount paid to the Party of the land or the improvement taken, then the holder of such other property interest shall have the right to seek an award for the taking thereof.

5.4 **Covenants Running; Binding Effect.** This Agreement and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Parties and the Parties' successors and assigns who acquire any interest in the Properties, including a permit to operate. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to, Section 1468 of the California Civil Code.

5.5 **Future Cooperation.** Chalets acknowledges and understands that in connection with its proposed redevelopment of the MMLR Property, MMLR may subdivide the MMLR Property into multiple parcels, may create a separate parcel for a private roadway within the Access Easement Area, and/or may transfer the underlying fee title interest in that portion of the MMLR Property which is encumbered by the Access Easement and/or Utility Easement to one or more master associations, owners' associations or other legal entities. In that event, Chalets agrees that upon MMLR's written request, Chalets shall extinguish and quitclaim the Access Easement and/or Utility Easement on any portion of the MMLR Property, and shall otherwise fully and timely cooperate with MMLR, to the extent that it proves unnecessary or redundant to continue to encumber that portion of the MMLR Property with the Access Easement and/or Utility Easement; provided, however, that any such extinguishment or quitclaim shall not impair, in any material respect, the operation, maintenance or use of the Access Easement or the Utility Easement by Chalets or its Users.

5.6 **Not a Public Dedication.** The provisions of this Agreement shall not be deemed to constitute a dedication for public use nor create any rights to the general public.

5.7 **Severability.** Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

5.8 **Amendments.** Except as expressly provided herein, this Agreement may be terminated, extended, modified or amended by, and only by, a written agreement signed by all of the Parties of the Properties, and shall be effective only when a duly executed and acknowledged instrument thereof has been recorded in the official records of Mono County, California ("**Official Records**").

5.9 **Captions and Capitalized Terms.** The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

5.10 **Attorneys' Fees.** If a Party shall institute any action or proceeding relating to the provisions of this Agreement or any default or alleged default hereunder against another Party, then the unsuccessful Party or Parties in such action or proceeding shall reimburse the successful Party for the reasonable costs (including court costs and attorneys' fees) incurred by such successful Party.

5.11 **Governing Law and Venue.** This Agreement shall be construed, interpreted, and enforced pursuant to California law. The Parties agree that the exclusive venue for any dispute to enforce or interpret this Agreement shall be Mono County, California.

5.12 **Authority.** The persons executing this Agreement on behalf of each Party warrant that: (i) they are duly authorized to execute and deliver this Agreement on behalf of such Party; and (ii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement.

5.13 **Recordation.** This Agreement shall become effective and binding upon each of the Parties and its respective successors in interest in accordance with the provisions of this Section 5.13 upon recordation of this Agreement in the Official Records.

5.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Agreement.

5.15 **Withdrawal of Objection.** Concurrently with the execution of this Agreement by MMLR, Chalets agrees to withdraw in writing its objection to the Land Exchange.

5.16 **Priority of Agreement.** MMLR agrees to use commercially reasonable efforts to protect the continued validity of this Agreement from and against any monetary liens that might have seniority to this Agreement, including, without limitation, obtaining the subordination of such lien to this Agreement prior to any foreclosure thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party has executed this Agreement as of the day and year first above written.

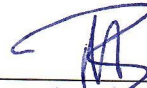
MMLR:

MAMMOTH MAIN LODGE
REDEVELOPMENT, L.L.C.,
a Delaware limited liability company

By:

Name

Title



Mark Brownlie

President

By:

Name

Title



Tom Hodges

Vice President

CHALET:

MAMMOTH MOUNTAIN CHALET
ASSOCIATION, INC.,
a California corporation

By:

Name

Title

By:

Name

Title

(see next page)

IN WITNESS WHEREOF, each Party has executed this Agreement as of the day and year first above written.

MMLR:

MAMMOTH MAIN LODGE
REDEVELOPMENT, L.L.C.,
a Delaware limited liability company

By: _____
Name _____
Title _____

By: _____
Name _____
Title _____
(see 2nd page)

CHALETS:

MAMMOTH MOUNTAIN CHALET
ASSOCIATION, INC.,
a California corporation

By: *Dan Shine*
Name Dan Shine
Title President

By: *David Gabor*
Name David Gabor
Title Secretary

ACKNOWLEDGMENT

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 Mono)

On February 4, 2020, before me, Andrea Veronica Fazio,
(insert name of notary)

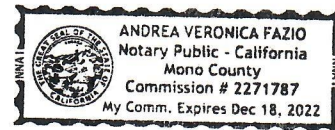
Notary Public, personally appeared Mark Andrew Brownlie,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by 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

Andrea Veronica Fazio



(Seal)

ACKNOWLEDGMENT

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 Mono)

On February 4, 2020, before me, Andrea Veronica Fazio,
(insert name of notary)

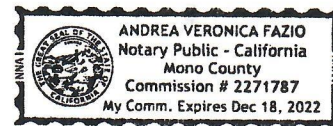
Notary Public, personally appeared Thomas Allen Hodges,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by 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

Andrea Veronica Fazio



(Seal)

ACKNOWLEDGMENT

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 Los Angeles)

On February 7, 2020, before me, Michele Weiss, Notary Public
(insert name of notary)

Notary Public, personally appeared Dan Shine,
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 Michele Weiss



ACKNOWLEDGMENT

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 Los Angeles)

On February 7, 2020, before me, Michele Weiss, Notary Public
(insert name of notary)

Notary Public, personally appeared David Gabor,
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 Michele Weiss



EXHIBIT A

LEGAL DESCRIPTION OF THE MMLR PROPERTY

Legal Description For Tract 38 - Parcel A

A portion of land located in Section 30, and within the unsurveyed portion of Section 31, Township 3 South, Range 27 East, M.D.B.&M., County of Mono, State of California per the official plat thereof more particularly described as follows:

Beginning at the southwest corner of said Section 30, monumented by a T-Bar and Caltrans tag in a monument well;

THENCE along the south section line of said Section 30 north $88^{\circ}10'19''$ east 1,804.31 feet to the TRUE POINT OF BEGINNING hereafter known as Point "A" from which the southeast corner of said Section 30 bears north $88^{\circ}10'19''$ east 3,437.66;

THENCE north $22^{\circ}53'19''$ west 97.65 feet;

THENCE north $27^{\circ}47'44''$ east 245.21 feet;

THENCE north $26^{\circ}14'51''$ west 344.33 feet;

THENCE north $60^{\circ}12'00''$ east 190.15 feet;

THENCE south $89^{\circ}51'48''$ east 709.74 feet to a point hereafter known as Point "B", from which said southwest corner of said Section 30 bears south $73^{\circ}35'46''$ west 2,712.64 feet;

THENCE continuing south $89^{\circ}51'48''$ east 458.77 feet to the northerly right of way of Highway 203, as shown on California Department of Transportation right of way record map district 9, MNO 203 dated May 2, 2011.

THENCE southerly along said northerly right of way the following nine courses, south $33^{\circ}10'40''$ west 450.58 feet;

THENCE continuing along said northerly right of way south $56^{\circ}49'20''$ east 16.99' feet to the beginning of a 1,166.44 foot radius non-tangent curve concave northwesterly from which the radius point bears north $56^{\circ}49'21''$ west;

THENCE continuing along said northerly right of way southwesterly along said curve an arc length of 417.85 feet through a central angle of $20^{\circ}31'29''$;

THENCE continuing along said northerly right of way south $53^{\circ}42'08''$ west 148.24 feet to the beginning of a 966.54 foot radius non-tangent curve concave northwesterly from which the radius point bears north $36^{\circ}17'52''$ west;

THENCE continuing along said northerly right of way along said curve southwesterly an arc length of 83.92 feet through a central angle of $4^{\circ}58'30''$;

THENCE continuing along said northerly right of way south $58^{\circ}40'39''$ west 262.66 feet to the beginning of a 566.73 foot radius non-tangent curve concave northwesterly from which the radius points bears north $31^{\circ}19'21''$ west;

THENCE continuing along said northerly right of way southwesterly along said curve an arc length of 301.36 feet through a central angle of $30^{\circ}28'02''$;

THENCE continuing along said northerly right of way north $00^{\circ}51'19''$ west 16.99 feet;

THENCE continuing along said northerly right of way south $89^{\circ}08'41''$ west 67.60 feet;

THENCE leaving said northerly right of way of highway 203 north $25^{\circ}43'38''$ west 166.39 feet;

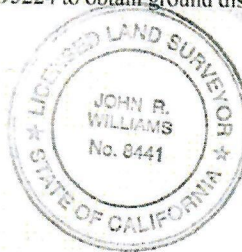
THENCE north $30^{\circ}46'40''$ east 196.04 feet to the TRUE POINT OF BEGINNING, Point "A".

Containing 20.46 acres more or less (ground distance measurement)

Distances are grid measurements, divide distances by 0.9995224 to obtain ground distances.

Legal Description Prepared Under the Supervision of:

John R. Williams 7/23/18
John R. Williams, LS 8441



**Legal Description
For
Tract 37 - Parcel B**

A portion of land located in Section 30, Township 3 South, Range 27 East, M.D.B.&M., County of Mono, State of California per the official plat thereof more particularly described as follows:

Beginning at the southwest corner of said Section 30, monumented by a T-Bar and Caltrans tag in a monument well;

THENCE along the south section line of said Section 30 north $88^{\circ}10'19''$ east 1,804.31 feet to a point hereafter known as Point "A" from which the southeast corner of said Section 30 bears north $88^{\circ}10'19''$ east 3,437.66;

THENCE north $22^{\circ}53'19''$ west 97.65 feet;

THENCE north $27^{\circ}47'44''$ east 245.21 feet;

THENCE north $26^{\circ}14'51''$ west 344.33 feet;

THENCE north $60^{\circ}12'00''$ east 190.15 feet;

THENCE south $89^{\circ}51'48''$ east 709.74 feet to a point hereafter known as Point "B", from which said southwest corner of said Section 30 bears south $73^{\circ}35'46''$ west 2,712.64 feet;

THENCE north $25^{\circ}12'17''$ west 51.37 feet;

THENCE north $13^{\circ}38'39''$ west 79.50 feet;

THENCE north $13^{\circ}58'47''$ west 104.89 feet;

THENCE north $18^{\circ}09'48''$ west 140.49 feet;

THENCE north $26^{\circ}15'47''$ west 145.09 feet;

THENCE north $01^{\circ}12'19''$ east 107.90 feet to the TRUE POINT OF BEGINNING hereafter known as Point "C" from which the southwest corner of Section 30 bears south $60^{\circ}42'58''$ west 2,786.64 feet;

THENCE south $80^{\circ}03'56''$ west 227.00 feet;

THENCE north $06^{\circ}26'22''$ east 647.00 feet;

THENCE north $37^{\circ}46'41''$ east 1005.00 feet;

THENCE south $76^{\circ}12'26''$ east 377.00 feet;

THENCE south $21^{\circ}37'49''$ west 453.00 feet;

THENCE south $46^{\circ}09'52''$ west 539.00 feet;

THENCE south $05^{\circ}05'08''$ west 475.00 feet;

THENCE south $80^{\circ}03'56''$ west 236.00 feet to the TRUE POINT OF BEGINNING, Point "C".

Containing 15.26 acres more or less (ground distance measurement)

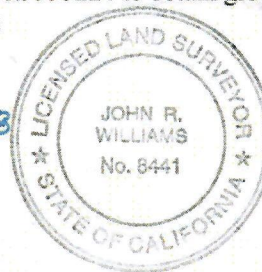
Distances are grid measurements, divide distances by 0.9995224 to obtain ground distances.

Legal Description Prepared Under the Supervision of:

John R. Williams

7/23/18

John R. Williams, LS 8441



**Legal Description
For
Access Road**

A portion of land located in Section 30, Township 3 South, Range 27 East, M.D.B.&M., County of Mono, State of California per the official plat thereof more particularly described as follows:

Being a strip of land 60.00 feet wide the centerline following an existing dirt road being further described as:

Beginning at the southwest corner of said Section 30, monumented by a T-Bar and Caltrans tag in a monument well;

THENCE along the south section line of said Section 30 north $88^{\circ}10'19''$ east 1,804.31 feet to a point hereafter known as Point "A", from which the southeast corner of said Section 30 bears north $88^{\circ}10'19''$ east 3,437.66;

THENCE north $22^{\circ}53'19''$ west 97.65 feet;

THENCE north $27^{\circ}47'44''$ east 245.21 feet;

THENCE north $26^{\circ}14'51''$ west 344.33 feet;

THENCE north $60^{\circ}12'00''$ east 190.15 feet;

THENCE south $89^{\circ}51'48''$ east 709.74 feet along the north line of Tract 38 Parcel A to the TRUE POINT OF BEGINNING hereafter known as Point "B", from which said southwest corner of said Section 30 bears south $73^{\circ}35'46''$ east 2712.64 feet;

THENCE north $25^{\circ}12'17''$ west 51.37 feet;

THENCE north $13^{\circ}38'39''$ west 79.50 feet;

THENCE north $13^{\circ}58'47''$ west 104.89 feet;

THENCE north $18^{\circ}09'48''$ west 140.49 feet;

THENCE north $26^{\circ}15'47''$ west 145.09 feet;

THENCE north $01^{\circ}12'19''$ east 107.90 feet to the south line of Tract 37 Parcel B, hereafter known as Point "C" and said centerline there terminating, from which the southwest corner of Section 30 bears south $60^{\circ}42'58''$ west 2786.64 feet.

The sidelines of said 60.00 foot-wide strip of land are extended or foreshortened as necessary to begin at the north line of Tract 38 Parcel A and terminate at the south line of Tract 37 Parcel B.

Containing 0.87 acres more or less (ground distance measurement)

Distances are grid measurements, divide distances by 0.9995224 to obtain ground distances.

Legal Description Prepared Under the Supervision of:



John R. Williams, LS 8441

7/23/18

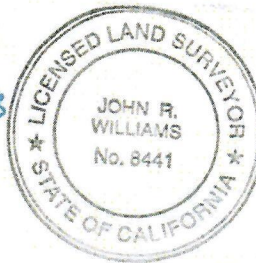


EXHIBIT B

DEPICTION OF PROPERTIES

[EXHIBIT B ON FOLLOWING PAGE]

EXHIBIT C

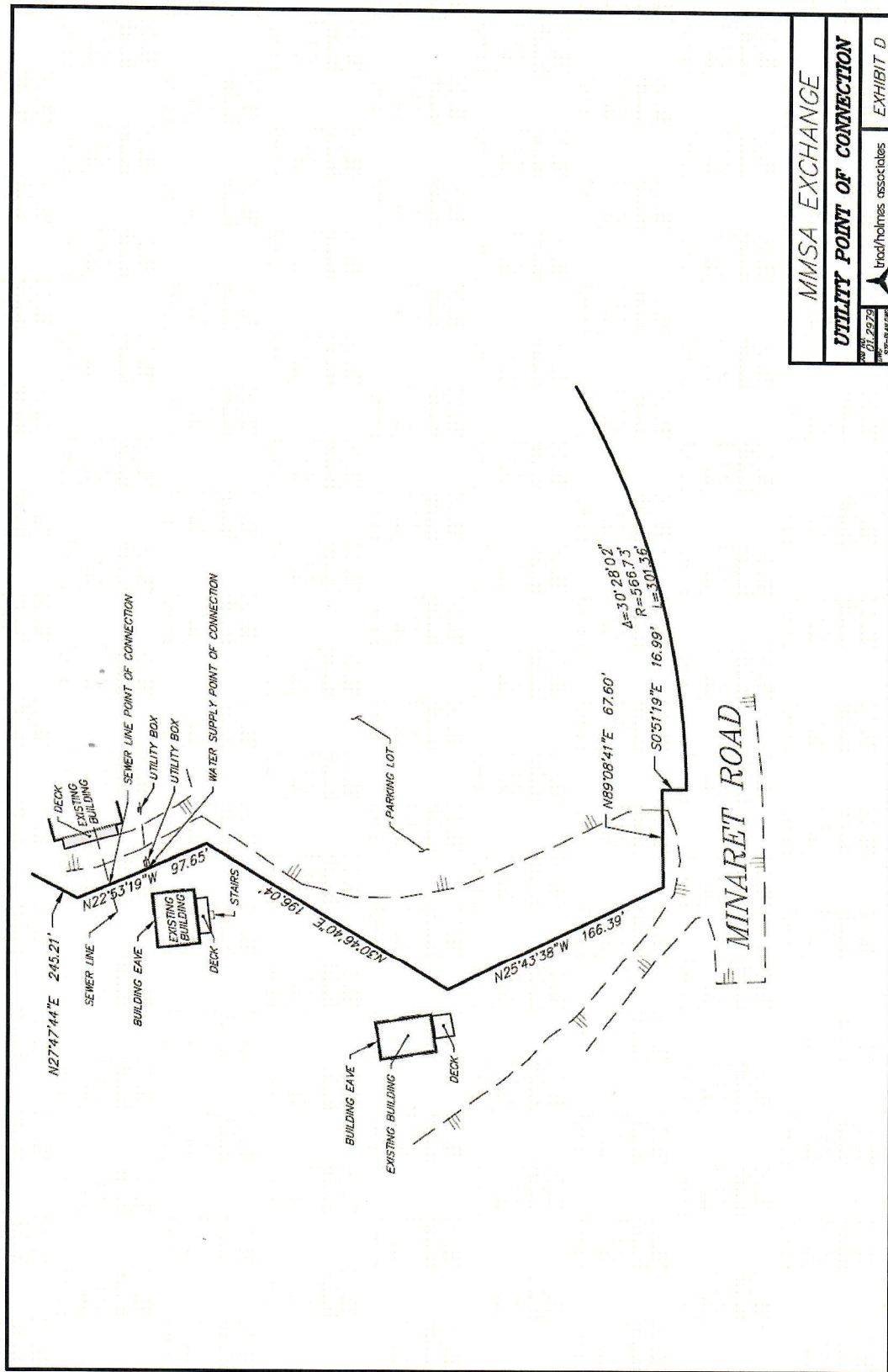
DEPICTION OF ALLOWED ACCESS OPENING

[EXHIBIT C ON FOLLOWING PAGE]

EXHIBIT D

DEPICTION OF UTILITY POINT OF CONNECTION

[EXHIBIT D ON FOLLOWING PAGE]



MMSA EXCHANGE	
UTILITY POINT OF CONNECTION	
DATE: 01/29/20	BY: J. H. H. ASSOCIATES
PROJECT: MMSA EXCHANGE	EXHIBIT D