

USE AGREEMENT FOR MULTI-GENERATIONAL RECREATION AND AQUATICS CENTER

THIS USE AGREEMENT FOR THE MULTI-GENERATIONAL RECREATION AND AQUATICS CENTER ("**Agreement**") dated as of this 20th day of May, 2025, the last day of execution (the "**Effective Date**"), is entered into by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation ("**City**"), and EL DORADO COUNTY, a political subdivision of the State of California ("**County**"). The City and County may each be referred to as a "**Party**" or collectively as the "**Parties**."

RECITALS

The following Recitals are a substantive part of this Agreement:

A. The City owns approximately 10.2 acres of property in the City of South Lake Tahoe, also known as Assessor's Parcel Number 026-050-015 (the "**City Property**"), on which the City is constructing a new Multi-Generational Recreation and Aquatics Center (the "**Multi-Generational Center**"). The City Property consists of approximately 1.1 acres of property previously held in City ownership and approximately 9.1 acres conveyed to the City by County by Grant Deed dated June 20, 2022, and recorded in the Official Records of El Dorado County on August 24, 2022 as Document No. 2022-0034737.

B. The County owns approximately 4.3 acres of property in the City of South Lake Tahoe containing the County Library, also known as Assessor's Parcel Number 026-050-020 (the "**County Library Property**"). The County also owns approximately 25.1 acres of property, also known as Assessor's Parcel Number 026-050-018, on which the existing Senior Center building and other facilities are located (the "**County Senior Center Property**"), and which is leased to the City under a ground lease dated June 13, 2022 and recorded with the County Recorder-Clerk on August 24, 2022 as Document No. 2022-0034736 ("**Ground Lease**"), with the exception of a carve-out for the County's ambulance services building and grounds that is not subject to the Ground Lease ("**County EMS Property**").

C. Upon completion of construction, the Multi-Generational Center and County Library will share a parking lot, which is partially on the City Property and partially on the County Library Property ("**Shared Parking Lot**").

D. On January 25, 2022, the County and City entered into an Agreement for Development, Operation and Maintenance of the 56-Acre Property ("**56-Acre Agreement**"), which anticipated that the Parties would subsequently enter into this Use Agreement to address: (1) a location within the Multi-Generational Center or existing facilities on the 56-Acre Property for the County's senior nutrition programs; (2) the City's obligation for snow removal on the County EMS Property, and on the County Library Property upon completion of the Multi-Generational Center; and (3) the cost allocations to the Parties for the replacement costs of equipment and appliances in the commercial kitchen and dining room of the Multi-Generational Center based on each Party's proportionate use. In addition to these topics, the Parties desire to address the following additional issues in this Use Agreement: (4) County maintenance of the

HVAC equipment for the County Library which is located on the City Property; (5) City installation and maintenance of electric vehicle charging stations, drainage infrastructure, and pedestrian lighting, all as part of the construction of the Multi-Generational Center, in the parking lot on the County Library Property; (6) the cost allocations to the Parties for the pavement maintenance and repair costs for the Shared Parking Lot; and (7) an easement over the County Library Property for a joint utility trench for gas, electricity, and telephone/broadband to serve the Multi-Generational Center.

E. In connection with consideration of the 56 Acres Master Plan, also approved on January 25, 2022, and the 56-Acre Agreement, the City completed review under the California Environmental Quality Act (“CEQA”) and prepared a Mitigated Negative Declaration, which was approved on January 25, 2022. This agreement is within the scope of that Mitigated Negative Declaration, and no further environmental review is required under CEQA Guidelines section 15162.

A G R E E M E N T

NOW, THEREFORE, City and County hereby agree as follows:

1. REPRESENTATIONS AND WARRANTIES / TERM.

1.1 Representations and Warranties.

(a) **City Representations.** City represents and warrants to County as follows:

(i) **Authority.** City is a municipal corporation of the State of California. City has full right, power and lawful authority to perform its obligations hereunder and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

(ii) **No Conflict.** City’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(iii) **Ownership of Property.** City is the owner of the City Property.

(iv) **No Litigation or Other Proceeding.** To City’s current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of City to perform its obligations under this Agreement.

Until the expiration or earlier termination of this Agreement, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section (a) not to be true, immediately give written Notice of such fact or condition to County.

(b) **County’s Representations.** County represents and warrants to City as follows:

(i) **Authority.** County is a political subdivision of the State of California. County has full right, power and lawful authority to undertake all of its obligations hereunder and the execution, performance and delivery of this Agreement by County has been fully authorized by all requisite actions on the part of County.

(ii) **No Conflict.** County's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which County is a party or by which it is bound.

(iii) **Ownership of Property.** County is the owner of the County Library Property and County Senior Center Property.

(iv) **No Litigation or Other Proceeding.** To County's current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of County to perform its obligations under this Agreement.

Until the expiration or earlier termination of this Agreement, County shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section (b) not to be true, immediately give written Notice of such fact or condition to City.

1.2 **Term.** The term of this Agreement shall be fifty (50) years from the effective date of the Ground Lease (through June 12, 2072), unless and until earlier terminated as provided herein ("**Initial Term**"). The Agreement shall be automatically extended on an annual basis up to a total of ninety-nine (99) years, unless either Party notifies the other Party no later than sixty days prior to the end of the Initial Term, or the then-current term, of a Default (as defined in Section 6.2 below) under this Agreement. If the defaulting Party does not cure the Default as provided herein, the other Party may terminate this Agreement. The Initial Term in addition to any automatic extensions pursuant to this Section 1.2 shall be referred to as the "**Term**."

2. **COUNTY SENIOR PROGRAMS.**

2.1 **Multi-Generational Center.** In accordance with Section 5.3(b) of the 56-Acre Agreement, the City shall allocate approximately 3,235 square feet of space in the Multi-Generational Center, consisting of a commercial kitchen and dining room to accommodate the County senior nutrition program, which space shall allow for shared use with City programs and activities ("**Shared Senior Nutrition Space**"), as shown in Exhibit "A." Upon completion of the Multi-Generational Center, the County shall transition the senior nutrition program from the Senior Center to the Shared Senior Nutrition Space in the Multi-Generational Center. The City, County, and/or senior organizations may schedule other older adult services and programs in any other space in the Multi-Generational Center through the City's normal scheduling process. The Parties, during their annual meeting, will review and discuss the programs and priorities in the Multi-Generational Center, including the County's and City's commitment to serving seniors and allocation of staff or resources dedicated to such services and programs coordination.

2.2 **Cost Sharing.** The City shall track the number of hours the Shared Senior Nutrition Space is used by the County and the number of hours it is used for all other programs, including City programs and activities and private rentals. The City shall provide the County

with an annual report no later than June 30 of each fiscal year documenting the County's proportional use of the Shared Senior Nutrition Space, which will be provided along with the annual report documenting the City's Net Operating Profits, balance of the Reserve Fund, and the use of the Reserve Fund for expenditures for the 56-Acre Property referenced in Section 4.1 of the Ground Lease. The City shall establish and maintain a dedicated reserve fund for the Shared Senior Nutrition Space for the purpose of paying for the cost of repairs, replacements, renovations, or upgrades to the Shared Senior Nutrition Space ("**Shared Space Reserve Fund**"). The City shall use the Shared Space Reserve Fund for general repair and replacement, renovation and upgrades, and major capital improvement projects, and shall not use the Reserve Fund for periodic, recurring, or routine maintenance. The Shared Space Reserve Fund shall be set at an amount equal to two percent (2%) of the total asset value of the Shared Senior Nutrition Space including furnishings, fixtures, and equipment. Commencing the first year following completion of the Multi-Generational Center, and annually thereafter no later than 30 days after receiving the City's annual report, the County shall provide to the City its proportional share of the Shared Space Reserve Fund. The City intends to fund its portion of the Shared Space Reserve Fund within the Reserve Fund referenced in Section 4.1 of the Ground Lease.

2.3 **Use of Senior Center.** Upon completion of the Multi-Generational Center, the County, at its option, may elect to continue providing older adult services and programs at the Senior Center in addition to those provided at the Multi-Generational Center.

3. **SNOW REMOVAL.**

3.1 **County Library Property.** Upon completion of the Multi-Generational Center, and for as long as the County Library Property is in use, the City will provide snow removal services to the County Library Property, to include the driveway, parking lot, and walkways.

3.2 **County EMS Property.** The City will continue to provide snow removal services to the County EMS Property for as long as it is in use, to include the driveway, parking lot, and walkways.

3.3 **Snow Storage.** The City may store snow it has removed from the County Library Property, County EMS Property, and other paved surfaces within the 56 Acres Property in convenient location(s) on the 56 Acres Property within the City's reasonable discretion that will not impede facility access or parking.

3.4 **Snow Removal Frequency and Level of Service.** Snow removal services on County Library Property and County EMS Property shall be provided to each facility in the order listed below and according to the access requirements for each facility. Parking lots, handicap parking spaces, driveways, walkways, and sidewalks shall be cleared when the snow level at the facility is at or has exceeded three (3) inches of snow accumulation. Priority one (1) locations require that when the specified accumulation exists, snow removal shall be provided twenty-four (24) hours per day, from November 1 to April 30. Snow stakes shall be installed and maintained for the purpose of delineating and identifying the parking lots, driveways, sidewalks, and walkways.

Access Requirements							
Priority	Address	Facility Description	24 hour / 7day access required	Snow Removal by:	Weekdays	Weekends	Holidays
1	3066 Lake Tahoe Blvd	Cal Tahoe JPA Ambulance Services	Yes	Clear At All Times	Yes	Yes	Yes
2	1000 Rufus Allen Blvd	Library-Public Access	No	9:00am	Tuesday-Friday	Saturday	No
2	1000 Rufus Allen Blvd	Library-Employee Parking	No	8:00am	Monday-Friday	Saturday	No

4. MAINTENANCE OF COUNTY HVAC EQUIPMENT ON CITY PROPERTY.

4.1 The City hereby provides the County a non-exclusive license to use a portion of the City Property to install, maintain, repair, and replace the County's HVAC, generator, and electrical transformer equipment which serves the County Library, as shown on Exhibit "B." The City shall grant no rights inconsistent with the reasonable exercise by the County of its rights to maintain, repair, and replace its HVAC equipment under this license. The County shall, at its sole cost and expense, obtain any and all permits which may be required by any law, regulation, or ordinance with respect to its HVAC equipment. If the County removes or relocates its HVAC equipment, then the County shall restore the license area to the same condition it was prior to the County's use within thirty (30) business days after the relocation or removal of the HVAC equipment.

5. SHARED PARKING LOT.

5.1 **City Infrastructure.** As part of the construction of the Multi-Generational Center, the City intends to construct improvements in the Shared Parking Lot including asphalt paving modifications, electric vehicle charging stations, drainage infrastructure, and pedestrian lighting as shown on Exhibit "B" ("**Shared Parking Lot Improvements**"). The County hereby provides the City a non-exclusive license to use a portion of the County Library Property to construct, maintain, repair, and replace the Shared Parking Lot Improvements. Prior to commencing the Shared Parking Lot Improvements on County Library Property, City shall submit at least ten (10) days in advance its proposed schedule therefor, including the City's proposed hours of work, for review and approval by the County, which approval will not be unreasonably conditioned, delayed, or withheld, provided the City agrees to coordinate and cooperate with the County in the performance of the Shared Parking Lot Improvements so as not to unreasonably interfere with Library operations during operating hours. The County shall grant

no rights inconsistent with the reasonable exercise by the City of its rights to maintain, repair, and replace the Shared Parking Lot Improvements under this license. The City shall, at its sole cost and expense, obtain any and all permits which may be required by any law, regulation, or ordinance with respect to the Shared Parking Lot Improvements. If the City removes or relocates some or all of the Shared Parking Lot Improvements, then the City shall restore the affected portion of the license area to the same condition it was prior to the City's use within thirty (30) business days after the relocation or removal of the Shared Parking Lot Improvements. The City is responsible for the utility costs associated with the Shared Parking Lot Improvements.

5.2 Parking Plan and Pavement Maintenance. The Parties will discuss and negotiate a shared parking plan agreement to address the Parties' joint use of the Shared Parking Lot spaces, including pavement maintenance needs and cost sharing, during their annual review meeting.

5.3 Easement for Joint Utility Trench. As part of the construction of the Multi-Generational Center, the City constructed a joint utility trench for gas, electricity, and telephone/broadband to serve the Multi-Generational Center, which was necessarily located in a portion of the County Library Property, as indicated on Exhibit "B." The Parties will negotiate a permanent easement for the joint utility trench.

6. ANNUAL REVIEW, DEFAULTS AND REMEDIES.

6.1 Annual Review. The Parties shall meet at least once a year to review the status of the terms of the Agreement and to ensure adequate communication and strengthen the relationship between the Parties. Prior to the annual meeting date, each Party shall submit to the other Party an update on its compliance with the terms and obligations of this Agreement. This annual review shall be completed in conjunction with the annual review set forth in Section 7.1 of the 56-Acre Agreement.

6.2 Default Remedies. Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice shall constitute a "Default" under this Agreement. A Party claiming a Default shall give written Notice of Default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the other Party if such Party within 60 days following receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence.

6.3 Dispute Resolution. In the event that the Party receiving a Notice of Default disputes the allegations or is not intending to cure, correct or remedy the alleged default, the Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, mediation may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

6.4 Institution of Legal Actions. Except as otherwise specifically provided herein, upon the occurrence of a Default, the Parties have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any

Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Parties' remedies in the event of a Default shall be limited to obtaining specific performance or injunctive relief. Such legal actions must be instituted in the Superior Court of the County of El Dorado, State of California, or in the Federal District Court for the Eastern District of the State of California. Neither Party shall have the right to recover any consequential, punitive or special damages.

6.5 Termination. This Agreement may be terminated by mutual consent of the Parties.

6.6 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party, except as otherwise expressly provided herein.

6.7 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. GENERAL PROVISIONS.

7.1 No Assignment. The qualifications and identity of the Parties are of particular concern and material considerations for entering into this Agreement. Neither Party shall have the right during the Term to assign all or any portion of its rights, obligations or interests under this Agreement.

7.2 Mutual Indemnity.

(a) County shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City and its officers, employees, agents and representatives, harmless from any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs ("**Claims**") to the extent caused by any of County's activities under this Agreement or by anyone directly or indirectly employed or contracted with by County and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

(b) City shall indemnify, defend (with counsel reasonably acceptable to County), protect and hold County and its officers, employees, agents and representatives, harmless from any and all Claims to the extent caused by any of City's activities under this Agreement or by anyone directly or indirectly employed or contracted with by City and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

7.3 Compliance with Laws; Indemnity and Waiver. Both City and County shall carry out all work and development under this Agreement in conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the State

of California, the County of El Dorado, the City, and of any other political subdivision or instrumentality exercising jurisdiction (collectively, the "**Governmental Requirements**"), including all state labor laws and standards; the County zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the South Lake Tahoe City Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Each Party shall defend, indemnify and hold harmless the other Party and its officers, employees, volunteers, agents and representatives from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs, arising out of or in any way connected with the first Party's failure to comply with all Governmental Requirements.

7.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("**Notice**") which either Party may desire to give to the other Party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice.

To City: City of South Lake Tahoe
 1901 Lisa Maloff Way
 South Lake Tahoe, CA 96150
 Attention: Joseph D. Irvin, City Manager

To County: El Dorado County
 Chief Administrative Office
 330 Fair Lane
 Placerville, CA 95667
 Tiffany Schmid, County Chief Administrative
 Officer

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent by certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

7.5 Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation, including court delays; or unusually severe weather; acts or omissions of the other Party. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other

Party within 30 days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and County.

7.6 Relationship between City and County. It is hereby acknowledged that the relationship between City and County is not that of a joint venture and that City and County shall not be deemed or construed for any purpose to be the agent of the other.

7.7 Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by either Party, the City Manager of City or County Chief Administrative Officer of County, as applicable, or his or her designee is authorized to act on behalf of such Party, unless specifically provided otherwise or the context requires otherwise.

7.8 Counterparts. This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original.

7.9 Integration. This Agreement, including the exhibits hereto, contain the entire understanding between the Parties relating to the transactions contemplated by this Agreement. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

7.10 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise. References to specific section numbers shall include all subsections which follow the referenced section.

7.11 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The words "include" and "including" shall be construed as if followed by the words "without limitation." The Parties acknowledge that each Party and his, her or its counsel have reviewed and revised this Agreement and that the 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 either Party in connection with this Agreement.

7.12 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

7.13 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

7.14 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day

is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

7.15 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement.

7.16 Time of Essence. Time is expressly made of the essence with respect to the performance by City and County of each and every obligation and condition of this Agreement.

7.17 Mutual Cooperation. Each Party agrees to cooperate with the other to implement the terms and conditions of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

7.18 Conflicts of Interest. No member, official or employee of County or City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

7.19 Non-liability of Officials and Employees. No member, official or employee of either Party shall be personally liable to the other Party, in the event of any Default, breach or for any amount which may become due, or on any obligations under the terms of this Agreement. Each Party hereby waives and releases any claim it may have against the members, officials or employees of the other Party with respect to any Default, breach or for any amount which may become due under the terms of this Agreement.

7.20 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

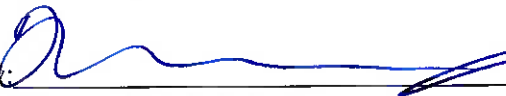
6.20 Contract Administrators. The County officer or employee with responsibility for administration of this Agreement is Tiffany Schmid, Chief Administrative Officer, or successor. The City officer or employee for responsibility for administration of this Lease is Joe Irvin, City Manager, or successor.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

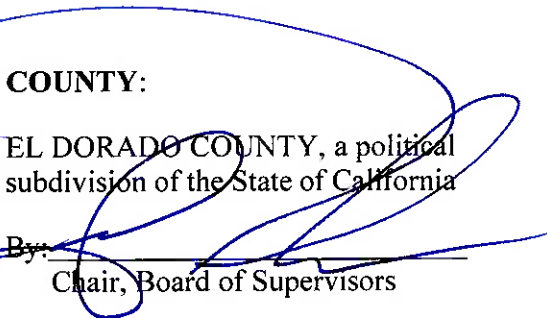
CITY:

CITY OF SOUTH LAKE TAHOE, a
municipal corporation

By: 
Tamara Wallace, Mayor

COUNTY:

EL DORADO COUNTY, a political
subdivision of the State of California

By: 
Chair, Board of Supervisors

APPROVED AS TO FORM:

By: 
Heather Stroud, City Attorney

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

ATTEST:

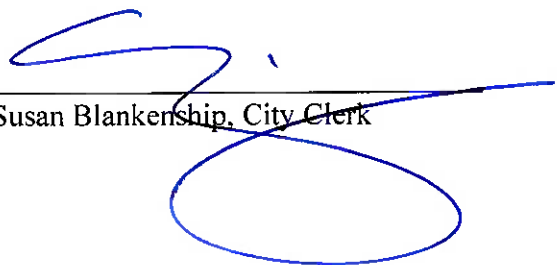
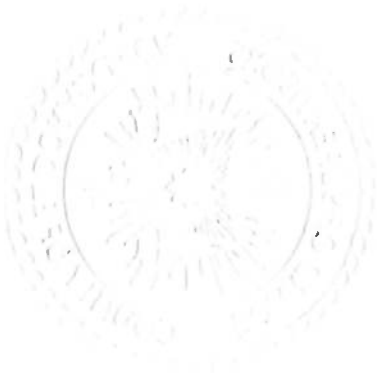
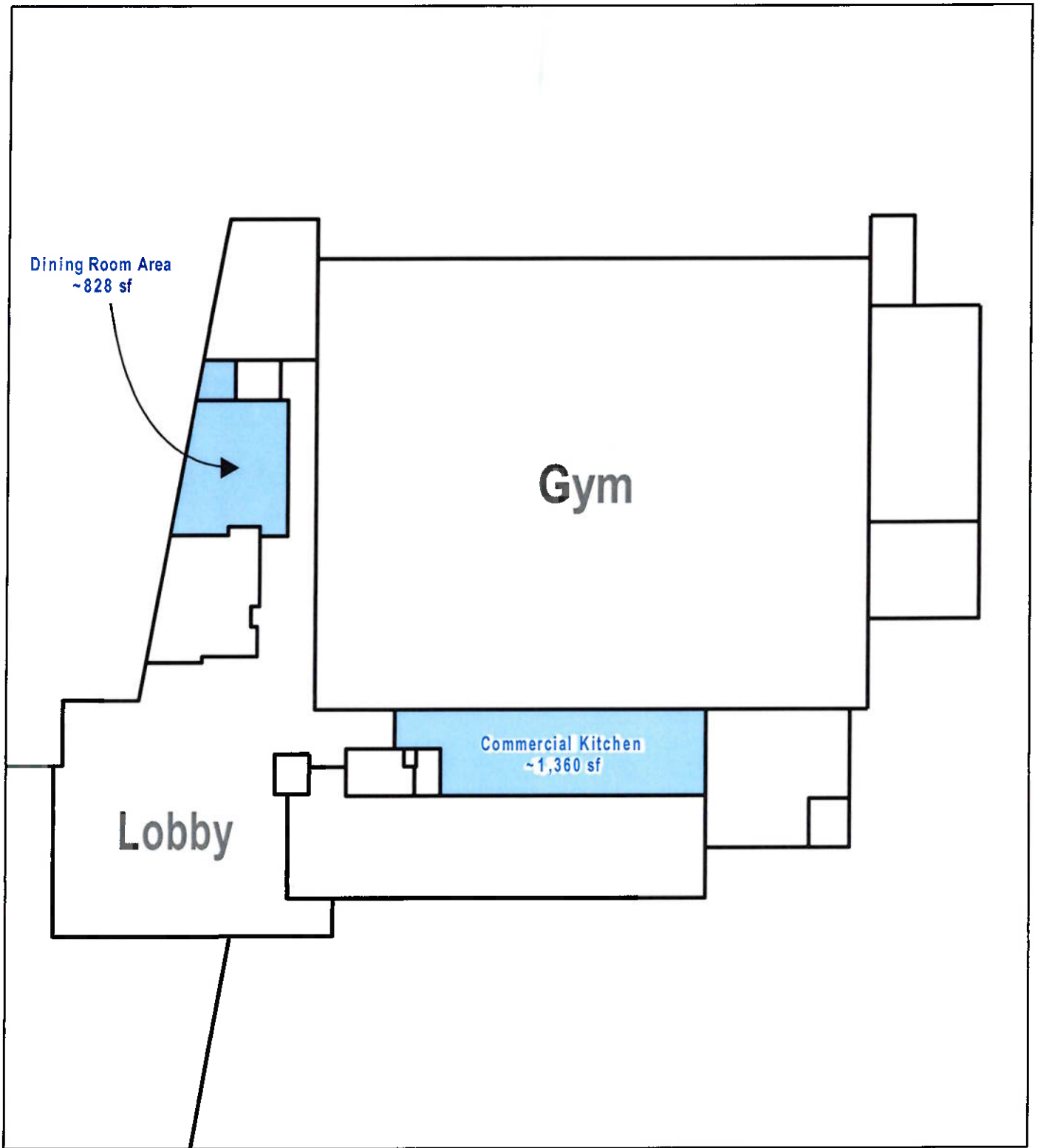
By: 
Susan Blankenship, City Clerk

EXHIBIT A

ALLOCATED SPACE FOR SENIOR NUTRITION





CITY OF
SOUTH LAKE TAHOE

Allocated Space For Senior Nutrition

Exhibit A



EXHIBIT B

SITE PLAN