

FACILITY USE AGREEMENT #4614

THIS FACILITY USE AGREEMENT (FUA), entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and the California Conservation Corps (CCC), a department of the State of California, whose principal place of business is 1719 24th Street, Sacramento, California 95816 (hereinafter referred to as “CCC”) (collectively hereinafter referred to as the “Parties”).

R E C I T A L S

WHEREAS, CCC owns the Greenwood Community Center, located at 4411 Hwy 193, Greenwood, California 95635 (“Center”); and

WHEREAS, CCC’s ownership of Center stems from a Patent Deed wherein the United States of America granted to the State of California the land described therein for youth camp, County community center, and public education purposes only; and,

WHEREAS, the Older Americans Act, Title 111-C Elderly Nutrition Program and Congregate Nutrition Services, reduces hunger and food insecurity, promotes socialization of older individuals, and promotes the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior (Senior Nutrition Program); and

WHEREAS, County and CCC share a common goal of providing high-quality services to the older citizens of El Dorado County; and

WHEREAS, CCC is statutorily mandated to provide job skills training, educational opportunities, and an increasing awareness of the State’s natural resources to young adults (“Corps members”) with the goal of increasing understanding and appreciation of the environment and the goals of helping youths become productive adults; and

WHEREAS, CCC members are required to engage in various educational programs, including, but not limited to, Conservation Awareness programs, Career Development Training, Life Skills classes, Literacy classes, general education classes provided through Charter school and other partners, and a number of other trainings, classes, and courses consistent with the CCC’s mission; and

WHEREAS, CCC is authorized pursuant to the California Public Resources Code Section 14306 to, among other things, 1) execute contracts for furnishing the services of CCC to any federal, state, or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of CCC program as specified in California Public Resources Code Sections 14000 and 14300; and, 2) contract with public or private nonprofit entities to provides service for the Corps; and

WHEREAS, it is in the public’s interest that joint use of Center by CCC and County be maximized for the benefit of seniors (age 55 and older) residing in El Dorado County; and

WHEREAS, it is the intent of the parties hereto that use of Center shall be in conformity with all applicable federal, state, and local laws.

NOW, THEREFORE, in consideration of the performance by the parties of the covenants contained herein, County and CCC mutually agree as follows:

ARTICLE I

Property Use: County and CCC agree to the joint occupancy and use of Center for the purpose of providing Senior Nutrition Services for the Senior Nutrition Program. CCC’s ownership of Center stems from a Patent Deed that is attached hereto as Exhibit A, marked “MOU and Patent Deed”, incorporated herein and made by reference a part hereof.

1. County Responsibilities: County shall be responsible for:

- A. Promotion, operation, and staffing of the Senior Nutrition Program at the Center during the following hours of operation: Mondays through Fridays from 11:00 a.m. to 2:00 p.m., holidays excluded.
- B. Repair and maintenance of County-owned equipment listed below and having County fixed asset tag numbers as listed:
 - Commercial Gas/oven range F/A #29832
 - Commercial Dishwasher F/A #108240
 - Commercial Heated Serving Counter F/A #29831
 - Commercial Garbage Disposal F/A #N/A
 - Commercial Refrigerator F/A #107581

The equipment stated above will remain in the kitchen and will be available for County and CCC to use, except the refrigerator which will only be for County use. County is responsible for the repair and maintenance of the equipment listed above.

- C. Providing cleaning supplies necessary for operation of the Senior Nutrition Program.
- D. Providing two (2) push carts for items that will be stored on-site for the Senior Nutrition Program.
- E. Ensuring that the Center will be left in a neat and clean condition after each use.
- F. Paying the monthly PG&E bill.
- G. Providing six (6) tables and thirty eight (38) chairs that will be used in the dining room. The chairs will remain the property of County and will be available for use by the CCC.

2. CCC Responsibilities: CCC shall be responsible for:

- A. Providing use of the kitchen.
 - B. Providing floor space and/or cabinet storage space within the kitchen as shown and marked on Exhibit B, marked “Greenwood Community Center”, incorporated herein and made by reference a part hereof.
 - 1. Storage cabinet located below the serving counter window
 - 2. Tall two-door cabinet next to dishwasher
 - 3. Providing floor space for County owned refrigerator
 - C. Providing use of the Dining Room with tables and chairs that County will set up with seating for thirty-eight (38) for the purpose of serving meals and provision of activities related to the Senior Nutrition Program. However, CCC is not obligated to provide access over the roads or driveways leading to the Center or parking spots associated therewith. CCC does not warrant the condition of the road or other access points to the Center.
 - D. Within two (2) business days’ notice from County, CCC shall make the Dining room or conference room available for an additional twenty (20) hours per year for other Senior Nutrition services programs.
 - E. Providing sole use to the large secured storage room located off the main dining room as shown and marked on Exhibit B.
 - F. Providing janitorial services.
 - G. Providing additional supplies and maintenance of the restrooms as required for the Senior Nutrition Program.
 - H. Providing commercial dishwasher soap.
 - I. Providing all utilities necessary for operation of the Senior Nutrition program. However, this does not excuse County’s responsibility to pay the monthly PG&E bill.
 - J. Providing all repairs and maintenance of equipment owned by CCC that are used for the Senior Nutrition Program.
 - K. Providing a premises that is neat and in suitable condition for use by County under the terms of this Agreement.
 - L. Providing vehicle parking including an appropriate number of ADA parking stalls, for clients using the Senior Nutrition Program.
 - M. Identifying a suitable alternate room in the event that the “Main Room” is unavailable and notifying County-designated staff as soon as the information is available, but not less than forty-eight (48) hours in advance.
 - N. Contacting County before disposing of any County owned furniture or equipment to ensure proper surplus disposal procedures are followed.
3. Hours of Operation for the Senior Nutrition Program: Mondays through Fridays from 11:00 a.m. to 2:00 p.m., County holidays excluded.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of April 1, 2020 through March 31, 2025. County shall have the option for two (2) additional three (3) year terms after the initial expiration date of March 31, 2025. Such options shall be on the same terms and conditions as provided herein unless otherwise amended by both parties in accordance with ARTICLE III. County shall notify CCC in writing approximately ninety (90) days prior to the expiration of the initial term and each additional optional term thereafter, should County elect to exercise said options.

ARTICLE III

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for operations under this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE V

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, the County reserves the right to take over and provide the services by contract or by any other means.

B. Ceasing Performance: County may terminate this Agreement in the event CCC ceases to operate as a department of the State of California, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

C. Termination or Cancellation Without Cause: Either party may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice for any reason.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell, Facilities Manager

With a copy to:

County of El Dorado
Health and Human Services Agency
935 Spring Street
Placerville, California 95667
Attn.: Richard Todd, Program Manager

or to such other location as County directs

Notices to CCC shall be addressed as follows:

California Conservation Corps
Business Service Office
1719 24th Street
Sacramento, California 95816
Attn.: Administration

or to such other location as CCC directs.

ARTICLE VII

Change of Address: In the event of a change in address for CCC's principal place of business, CCC's Agent for Service of Process, or Notices to CCC, CCC shall notify County in writing as provided in ARTICLE VI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE VIII

Indemnity: To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, CCC shall indemnify and hold County, its officers, employees and agents, harmless from and against any and all liability, loss, expenses, or claims arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CCC, its officers, agents, or employees.

County shall indemnify and save harmless the State of California, CCC, and its officers, employees, agents, and/or representatives against any and all loss, damage, injury, or liability that may be suffered or incurred arising out of, or in any way connected with County and/or its employees, representatives, agents and/or invitees' use of, access to, and/or occupancy of the facilities, any part thereof, and/or arising from or related to the exercise of the rights and privileges granted in this agreement and/or the 1999 MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, employees, and/or invitees.

ARTICLE IX

Insurance: County and CCC are both self-insured public agencies and will provide each other on the annual anniversary date copies of Self Insurance certificates.

ARTICLE X

Administrator: The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Facilities Division, Chief Administrative Office , or successor.

ARTICLE XI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Russell Fackrell, Facilities Manager
Chief Administrative Office

Dated: _____

Requesting Department Head Concurrence:

By: _____
Don Semon, Director
Health & Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- CALIFORNIA CONSERVATION CORPS --

By: _____

Dated: _____

Dawne Bortolazzo, Deputy Director,
Administration, California Conservation
Corps

California Conservation Corps

Exhibit A

MOU and Patent Deed

EL DORADO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
Community Development Block Grant Program
Joyce Aldrich- Program Manager

937 Spring Street
Placerville, CA 95667
(530) 621-6150
Fax #(530)642-9233
3368 South Lake Tahoe Blvd., Suite 20
South Lake Tahoe, CA 96150
(530) 573-3490

January 7, 1999

Sam Morrow
California Conservation Corps
North Field Division
11344 Coloma Road, Suite 570
Gold River, CA 95670

Dear Sam:

Enclosed is the original Memorandum of Understanding between the County of El Dorado and the California Conservation Corps. I have also enclosed a copy of the Recorded Patent Deed. When you receive the original, would you please make a copy for me if the Official Stamp is on it? The copy I have enclosed did not have that yet when we requested it from the Records Office.

Thank you Sam for all your assistance, and if I can be of any further assistance, please give me a call at 530-621-6167.

Sincerely,



Joyce Aldrich
Program Manager



**CALIFORNIA CONSERVATION CORPS - COUNTY OF EL DORADO
MEMORANDUM OF UNDERSTANDING**

The California Conservation Corps (CCC), a department of the State of California (State) and the County of El Dorado (County) do agree to the following Memorandum of Understanding (MOU) for the operation of the County's facility at the CCC Greenwood Satellite site. This MOU is subject to the following terms, conditions, and requirements and shall commence on January 1, 1999:

1. It is the intent of the CCC to provide approximately three (3) acres of land described in Exhibit "A" to the County for a period of up to twenty (20) years. This land is subject to no cost.
2. It is the intent the County to construct a community center using funds from a block grant received from the California Department of Housing and Community Development to be used for purposes that are in compliance with the Bureau of Land Management (BLM) Patent Deed conditions per Exhibit "B".
3. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepared and addressed as follows:

**County Of El Dorado
General Services Department
360 Fair Lane
Placerville, CA 95667
Phone No. (530) 621-5847
FAX No. (530) 295-2538**

**CALIFORNIA CONSERVATION CORPS
ACCOUNTING OFFICE
1719 24TH STREET
SACRAMENTO, CA 95816
PHONE NO. (916) 341-3105
FAX NO. (916) 323-7253**

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS**

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

4. The County hereby warrants and guarantees that the space received from the CCC will be operated and maintained free of hazard from Asbestos Containing Construction

Materials (ACCM) and agrees to the conditions for survey, testing, and abatement of ACCM. The County also agrees that, should the CCC elect to exercise its rights under Paragraph 16 of this agreement, any costs related to abatement or hazard from asbestos shall be the County's responsibility **as described above.**

5. The County, at its sole cost and expense, during the term of this agreement shall furnish all of its own services, utilities, and maintenance to the area received by the County, and:
 - a. County employees and invitees are restricted from entry into areas and facilities other than those designated in Exhibit A.
 - b. The County will obtain directly from the appropriate utility provider all electricity, natural gas, water, sewage service and waste disposal required for the facility. All construction and improvements must be in accordance with the BLM Patent Deed.
 1. In the event the County is allowed to tie into the existing CCC water line, the county will be responsible for all installation and maintenance costs from the tie in point to the community center, and will be responsible for a portion of the maintenance and repair costs of the shared existing CCC line at the rate of 4% of the total costs.
 2. All water will be metered and billed separately by the utility district.
 - c. The County will comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State, County or bodies politic and which pertain to the use of said facilities.
 - d. CCC shall be responsible for providing the land only. Any facility construction and maintenance shall be the responsibility of the County.
 - e. The County will comply with such rules and regulations as may be prescribed by the CCC Property Manager, acting on behalf of CCC.
 - f. The County will not sublet or sublease, in whole or in part, any of the facilities listed in Exhibit A, without written consent of the CCC, and the approval of BLM..
 - g. The County shall mutually indemnify and save harmless the State of California, the CCC, and its officers against any and all loss, damage, injury, or liability that may be suffered or incurred arising out of, or in any way connected with the use of the CCC's facilities and premises or any part thereof of the exercise of the rights and privileges granted in this agreement.
 - h. The identified land will be received as is; subject to the knowledge that mining operations have occurred on or nearby the identified property.
 - i. The road is currently adequate for the needs of CCC. If the County feels the road is inadequate, all improvements will be the responsibility of the county. The County will be responsible for a portion of the maintenance and repair costs of the road from Highway 193 to the entrance road of the community center at the rate of 4% of the total costs.
6. During the MOU term, the County shall maintain the premises in good repair and tenantable condition, but not limited to:
 - a. The County shall provide prompt repair or correction on any damage to the premises that constitutes an emergency hazard condition to the health or safety of the State's employees, property, or invitees.
 - b. In case the County, after notice in writing from the CCC requiring the County to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, the CCC may perform such maintenance or make such repair and require that the County reimburse the CCC.

7. The CCC shall have the right during the existence of this agreement to monitor all changes to the facility to ensure continued compliance with the BLM Patent Deed conditions. This is to include, but not be limited to addition of : attach fixtures; and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this MOU or any extension thereof shall be and remain the property of the County and may be removed therefrom by the County prior to the termination or expiration of this MOU or any renewal or extension thereof, or within a reasonable time thereafter.
8. The CCC agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this agreement, peaceably and quietly have, hold, and enjoy the premises without suit, trouble, or hindrance from the CCC or any person claiming under the CCC or the State of California.
9. The State reserves the right to enter and inspect the premises at reasonable times, to ensure that the County is meeting the requirements of the Bureau of Land Management Patent Deed, Exhibit B.
10. The County shall cause to be paid to such workman employed in the performance of the construction, maintenance, or service required by this MOU whether employed directly by the County or otherwise, the rate of wages generally prevailing for such workman's skills or trade in the area in which the premise are located.
11. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:
 - a. County/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. Of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
 - b. The County/ contractor shall furnish all subcontractors/employees a copy of the Department Industrial Relations prevailing wage rates which the County will post at the job site. All prevailing wages rates shall be obtained by the County/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
45 Fremont Street, 11th Floor
San Francisco, CA 94105
 - c. The County/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
 - d. The County/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.
 - e. Prior to commencement of work, the County/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, §1777.7 of the Labor Code and Title B, §20 et seq. Of the Administrative Code.
12. During the performance of this MOU, the County shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental

disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. The County shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The County shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

13. The County hereby represents and certifies that it has fully complied with all Disabled Veteran Business Enterprises (DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code §10115 et seq., and further agrees that the State or its designees will have the right to review, obtain, and copy all records pertaining to the contract. The County agrees to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The County further agrees to maintain such records for a period of three (3) years after the termination of the MOU.

Upon completion of this MOU, the County agrees to submit a final report identifying all DVBEs used in providing services or supplies to this agreement. Efforts to include DVBEs in this MOU do not end with the award of an agreement, but continue for as long as the County is purchasing materials and supplies and needs subcontractors.

14. In the event that the CCC vacates the premises, the Patent Deed would be terminated. The County would then have the option of applying directly to the Bureau of Land Management for a Patent Deed, or leasing the land from BLM.
15. Within fifteen (15) days after occupancy of the premises, the County shall provide the CCC with the name, address, and telephone number of an agency or person convenient to the CCC as a local source of service with regard to County's responsibilities under this MOU as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.
16. Upon termination or expiration of this MOU, the County will peacefully surrender to the CCC the premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the County has no control or for which CCC is responsible pursuant to this MOU. The County shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the County elects to

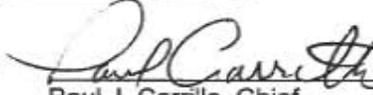
remove any such improvements or fixtures and such removal causes damages or injury to the leased premises, and then only to the extent of any such damage or injury.

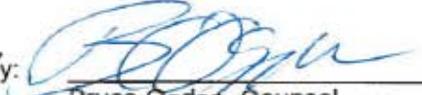
17. It is mutually understood and agreed that no alterations or variations of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA

Approval Recommended

By:  12/22/98
Paul J. Carrillo, Chief
North Field Division
California Conservation Corps

By:  12/22/98
Bruce Ogden, Counsel
California Conservation Corps

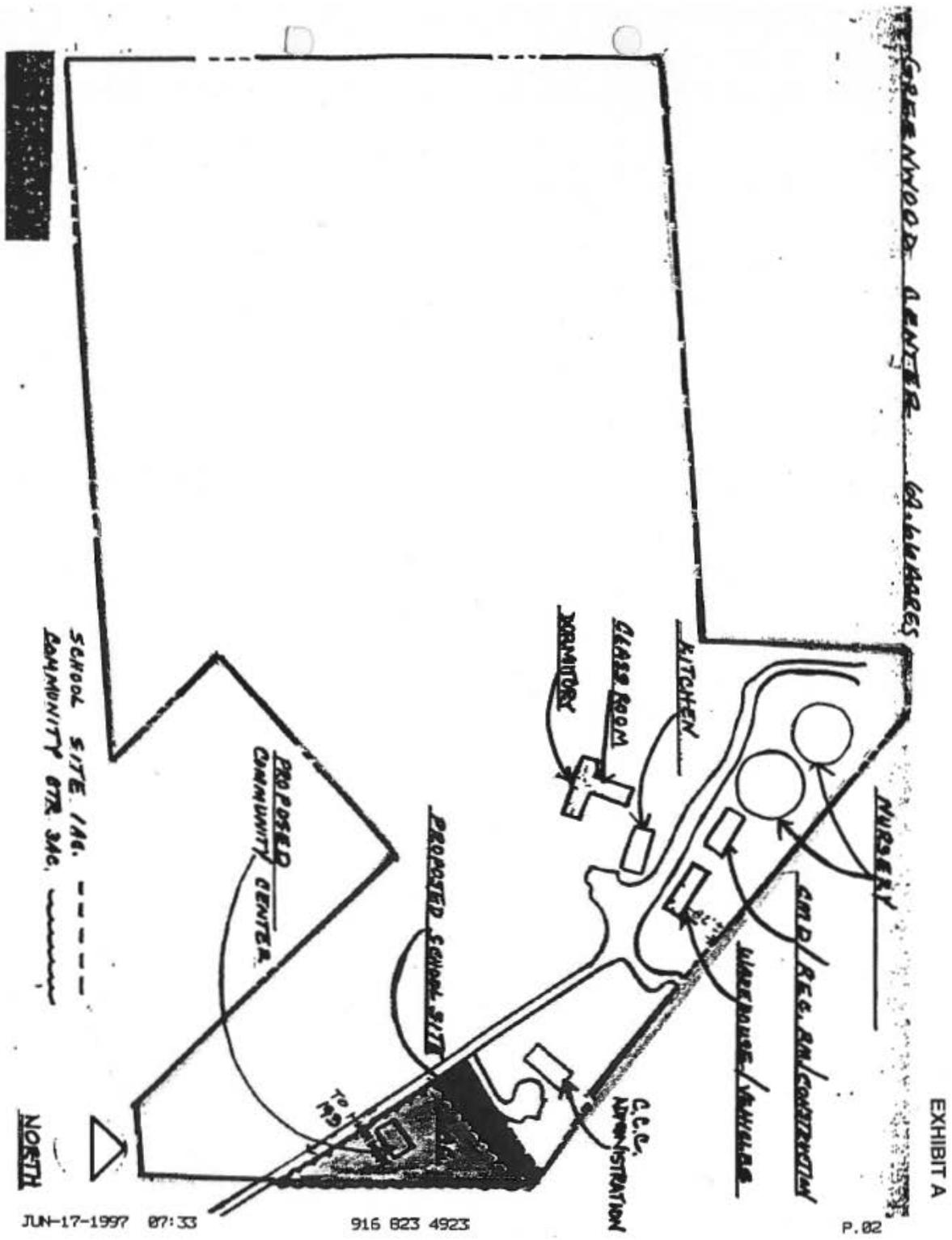
Approved

By:  12/23/98
Karen Dickerson, Chief
Financial Management Division
California Conservation Corps

COUNTY OF EL DORADO

By: 
George Cuttrell, Director
General Services

Date: 12/28/98



RECORDING REQUEST BY

Sam Morrow, Regional Administrative Officer
California Conservation Corps
North Field Division

WHEN RECORDED MAIL TO

Sam Morrow, Regional Administrative Officer
California Conservation Corps
North Field Division
11344 Coloma Road, Suite 570
Gold River, CA 95670

El Dorado, County Recorder
William E. Schultz Co Recorder Office

DOC 98-0077118-00
Tuesday, DEC 29, 1998 14:56:51
Ttl Pd \$0.00 Nbr-0000101358
JDK/C2/1-5

Title

United States of America, Patent Deed #04-99-0020

The United States of America

Serial No. CACA 9079 02

To all to whom these presents shall come, Greeting:

WHEREAS,

State of California

is entitled to a land patent pursuant to the Act of June 14, 1926, as amended and supplemented (43 U.S.C. 869, et seq.), for the following described land:

Mount Diablo Meridian, California

T. 12 N., R. 10 E.,
sec. 7, lots 19, 21, and 22.

Containing 69.66 acres.

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the said Act of Congress, **HAS GIVEN AND GRANTED**, and by these presents **DOES GIVE AND GRANT** unto the **State of California**, the land described above for youth camp, county community center, and public education purposes only; **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging unto the same **State of California**, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).
2. All mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect, mine, and remove such deposits from the same under applicable law.
3. A right-of-way for access road purposes, Serial No. CAS 2594, and all appurtenances thereto, constructed by the United States through, over, or upon the land so patented, and the right of the United States, its officers, agents or employees to maintain, operate, repair or improve the same so long as needed or used for or by the United States.

SUBJECT TO:

1. Those rights for 12-kv electric distribution line purposes granted to Pacific Gas and Electric Company, its successors or assigns, under right-of-way Serial No. CACA 10468, pursuant to Title V of the Act of October 21, 1976, as amended, 43 U.S.C. 1761, as to a portion of said lot 22.

Patent Number 04-99-0020

Serial No. CACA 9079 02

2. Pursuant to the requirements of 42 U.S.C. 9620 h(3), a complete search of agency files reveals that the subject real property has been used for youth camp purposes by the patentee since 1982. In conjunction with such use, small quantities of paints, petroleum products, pesticides, and household chemicals have been stored on the subject lands for a period of one year or more. In addition, some areas of the subject lands have been oiled (chipsealed) and/or used for equipment repair areas.

3. By accepting this patent, patentee agrees to indemnify, defend, and hold the grantor harmless from any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the patentee, its employees, agents contractors, or lessees arising out of or in connection with patentee's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentee, its employees, agents, contractors, or lessees, arising out of or in connection with the use and/or occupancy on the patented real property which has already resulted or does hereafter result in: (a) Violations of federal, state, and local laws and regulations which are now, or may in the future become, applicable to the patented real property; (b) Judgements, claims, or demands assessed against the grantor; (c) Costs, expenses, or damages incurred by the United States; (d) Other releases or threatened releases on or into land, property and other interests of the grantor by solid waste and/or hazardous substances(s) as defined by federal or state environmental laws; (e) Or other activities by which solid or hazardous substances or wastes, as defined by federal and state environmental laws were generated, released, stored, used or otherwise disposed on the patented real property, and any clean-up response, natural resource damage, or other actions related in any manner to said solid or hazardous substances or wastes. This covenant shall be construed as running with the patented real property, and may be enforced by the United States in a court of competent jurisdiction.

4. Provided, that, title shall revert to United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of the Interior or his delegate, the patentee or its approved successor attempts to transfer title to or control over the lands to another, the lands have been devoted to a use other than that for which the lands were conveyed, or the lands have not been used for the purpose for which they were conveyed for a 5-year period, or the patentee has failed to follow the approved development plan or management plan.

5. The Secretary of the Interior, or his delegate, may take action to revest title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation lessees, sublessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race creed, color, sex, or national origin.

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