

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the Mammoth Unified School District, (“DISTRICT,”) the Mono County Office of Education, (“MCOE,”) and the Town of Mammoth Lakes, (“TOWN”) collectively referred to as the “PARTIES”). The PARTIES hereby agree as follows:

1. RECITALS

1.1 DISTRICT and MCOE are the owners of real property (APN 35-010-37 and APN 35-010-41) located on the south side of Meridian Blvd, east of the intersection of Sierra Park Road, described more particularly in Exhibit A, attached hereto, and incorporated herein. (“PROPERTY”).

1.2 The PROPERTY is currently not planned for the development of educational facilities and would provide a location with ready access to Mammoth High School, Mammoth Middle School, Mammoth Elementary School, Jan Work Community School, Mammoth Olympic Academy for Academic Excellence and Sierra High School students for use in future physical education programs.

1.3 DISTRICT, MCOE and TOWN are mutually interested in supporting adequate programs for the community in the areas of education, athletics and recreation.

1.4 Representatives of DISTRICT, MCOE and TOWN, as identified in paragraph 6.7 are authorized to enter into agreements with each other and to do any and all things necessary to meet the obligations of their agencies.

1.5 DISTRICT and MCOE are responsible for the public education of students in the community and their respective districts, including physical education and other athletic activities related to the education program.

1.6 TOWN has established a Parks and Recreation Department to be responsible for carrying out the purpose of community athletic and recreation programs.

1.7 DISTRICT, MCOE and TOWN are stewards of public lands of Town; and because it is in the interest of the community and of the respective agencies to provide the best possible service to meet their obligations with the least possible expenditure of public funds, cooperation of the agencies is necessary and will benefit all entities.

1.8 DISTRICT, MCOE and TOWN recognize that the PROPERTY can be used to meet broader community needs for education, athletics and recreation than any party can provide separately.

1.9 TOWN is interested in repurposing the existing “ice rink” site on the PROPERTY for non-fee based recreation uses that include the installation, operation and maintenance of six (6) regulation pickleball courts and possibly such activities as horseshoes, corn hole, or similar

games with a maintained picnic area, restroom building, trash, lights, etc. to meet the recreation and athletic needs of the community, hereinafter collectively referred to as the FACILITY.

1.10 DISTRICT and MCOE are interested in allowing TOWN the use of PROPERTY for five (5) years, beginning on the date of this Agreement, with an option to extend the Agreement for one-year (1) time periods by mutual agreement of all PARTIES.

1.11 TOWN is interested in a use and lease agreement for the installation, operation and maintenance of the FACILITY for the same term stated in Paragraph 1.8 above.

1.12 TOWN intends to be fully responsible for the maintenance and operation of the FACILITY and all improvements installed on the PROPERTY, to maintain the PROPERTY in a safe and sound condition, and to rehabilitate the PROPERTY, including revegetation, upon the expiration of this Agreement, unless an alternate agreement is executed by the PARTIES.

2. PROPERTY

2.1 DISTRICT hereby leases to TOWN approximately 2.5 acres of the PROPERTY currently owned by DISTRICT and generally described as the area of the PROPERTY nearest to the MCOE property line, to construct and operate the FACILITY.

2.2 MCOE hereby leases to TOWN approximately 2.5 acres of the PROPERTY currently owned by MCOE and generally described as the area of the PROPERTY nearest to the DISTRICT property line, for the purpose of parking, pedestrian access, signage, and utility connections.

2.3 A site map of the PROPERTY, showing the total leased area, with a clear depiction of any and all improvements, landscaping, parking and/or access governed by or referenced in this Agreement is attached hereto as Exhibit "A".

3. TERM

3.1 The term of this Agreement shall be for five (5) years, beginning on April 1, 2023, with an option to extend the Agreement for one-year (1) time periods by mutual agreement of all PARTIES under the same terms and conditions.

4. ASSIGNMENT AND SUBLETTING

4.1 The TOWN may not assign its rights or sublease the FACILITY or any portion of the PROPERTY, to any other organization without the consent and approval of DISTRICT and MCOE, and any such sub-lease will be subject to all conditions and requirements of this Agreement, and all applicable local, state and federal laws. This provision does not prohibit the TOWN from contracting for services with outside entities or from renting the FACILITY for activities permitted under this AGREEMENT.

5. PAYMENTS

5.1 Town shall pay to DISTRICT the sum of \$1.00 for the lease of the PROPERTY per year for the term of the Agreement with the first payment due on or before April 30, 2023 and each subsequent payment due by April 30th of each year thereafter.

5.2 The lease rate shall be fixed for the initial five-year term of this Agreement. For any subsequent years, the lease rate will remain the same or shall be as otherwise negotiated and mutually agreed to by the PARTIES.

5.3 Payment for utility services pursuant to Paragraph 7.2, and other costs to be borne by TOWN, shall be in addition to the lease payment in Paragraph 5.1.

5.4 TOWN agrees to work cooperatively with the PARTIES to design, construct and install a new sign that will identify the FACILITY and other uses.

6. DESIGN AND INSTALLATION OF COMMUNITY PICKLEBALL COURTS

6.1 The PARTIES agree to explore the expansion of the potential uses of the FACILITY and the PROPERTY to include the design and development of passive community recreation uses on top of the existing ice rink concrete slab and adjacent areas.

6.2 TOWN may make changes to the ice rink slab area in order to facilitate non-fee based community recreation uses that include the installation of up to six (6) regulation pickleball courts as proposed in the conceptual site plan (attached hereto as Exhibit “B”). Any improvements will be limited to the area within the existing concrete ice rink slab. The courts are permitted to be contained utilizing the existing dasherboard system, and striped and surfaced with temporary sleeve posts and netting. TOWN will be solely responsible for execution and cost of the work. TOWN will also remove from the site ice rink components such as chiller equipment, unused storage trailers, and any other amenities not required for the proposed recreation use. All underground infrastructure, including lighting, parking and buildings on permanent foundations will remain to support the recreation uses. Improvements for other uses as provided herein are allowed on adjacent surfaces, which may be paved, matted, or natural.

6.3 Prior to the repurposing of the ice rink slab, both Superintendents of the DISTRICT and MCOE shall approve the design, in writing, of the FACILITY.

6.4 Once the final design is approved, DISTRICT and MCOE agree to allow typical and necessary installation efforts to occur on the PROPERTY to facilitate completion of the conversion of the FACILITY.

6.5 TOWN agrees to obtain and pay the costs of any permits required to convert the FACILITY, and agrees to install the FACILITY subject to all required permits, conditions and approvals of TOWN, State of California and applicable agencies, at no cost to DISTRICT or MCOE.

6.6 The PARTIES agree to share existing parking spaces located on Assessor’s Parcel Numbers 35-010-37 and 35-010-41, estimated to be approximately 112, for the purpose of accommodating parking for the Library, administration classroom buildings of MCOE and DISTRICT and the

FACILITY. MCOE and DISTRICT also agree to allow “overflow” parking on Mammoth High School property during weekends, scheduled school holidays and any other time when school is not in session, including summers. MCOE and DISTRICT may limit or cease use of shared parking if parking becomes problematic, as determined by MCOE and DISTRICT.

6.7 The Superintendent of DISTRICT, The Superintendent of Schools for MCOE and the Town Manager of TOWN are authorized and agree to sign any and all required applications, as the property owners and lessee/applicant, necessary for the construction and operation of FACILITY.

6.8 TOWN agrees to comply with all provisions of Education Code sections 45125.1 and 45125.2. Pursuant to Education Code sections 45125.1 and 45125.2 TOWN shall conduct criminal background checks of all employees and contractors assigned to work on DISTRICT property, and shall certify that no employees or contractors who have been convicted of serious or violent felonies, as specified in Education Code Section 45122.1, will have contact with pupils. At DISTRICT’S and/or MCOE’s sole discretion, either may make a finding, as authorized under Education Code Sections 45125.1 and 45125.2, that TOWN’S employees and contractors will have only “limited contact” with pupils. TOWN’S failure to comply with this law shall be considered a material breach of this Agreement upon which this Agreement may be terminated, at DISTRICT’S and/or MCOE’s sole discretion. TOWN represents that it anticipates that the construction of the FACILITY performed under the Agreement will involve no or limited contact with DISTRICT and/or MCOE students on any DISTRICT and/or MCOE property. Pursuant to Education Code Section 45125.2, TOWN shall ensure the safety of pupils at DISTRICT and MCOE premises through the installation of a physical barrier at the worksites.

6.9 DISTRICT and MCOE represent and warrant to TOWN that they have no knowledge of any substance, chemical or waste on or affecting the PROPERTY that is identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation (collectively, “Hazardous Substance”). If, at any time during the term of this Agreement, a Hazardous Substance is discovered on the PROPERTY, TOWN shall immediately remove, cleanup and remediate the Hazardous Substance or, at TOWN’s option, terminate this Agreement pursuant to Article 12 and return the site to DISTRICT and MCOE in its original condition. TOWN further agrees that it will not introduce or use any Hazardous Substance on the PROPERTY in violation of any applicable law, and TOWN will indemnify, defend and hold harmless DISTRICT and MCOE from and against all claims arising out of TOWN’S breach of this Paragraph. The indemnity obligations under this Paragraph will survive termination of this Agreement.

6.10 DISTRICT and MCOE agree to allow TOWN reasonable and ample time to implement the installation and operation of the FACILITY.

7. USE OF PROPERTY

7.1 TOWN’S Obligations

a. TOWN agrees to use the FACILITY for athletic and recreational uses and other educational, cultural, athletic and recreation purposes that can be fully accommodated within the

confines of the PROPERTY as shown on Exhibit “A”. This may include, but is not limited to any of the following: pickleball, community events, or other associated tournaments (i.e. Corn Hole) and leagues.

b. TOWN agrees to obtain all permits and licenses required to operate the FACILITY and agrees to operate the FACILITY subject to all required permits, conditions and approvals of Town, State of California and applicable agencies, at no cost to DISTRICT and MCOE.

c. TOWN shall be fully responsible for the ongoing maintenance and operation of the FACILITY in a safe and sound condition, including any and all unforeseen fees and governmental requirements.

d. The TOWN agrees to maintain the FACILITY in a neat, orderly and sanitary condition and make necessary improvements to create a quality experience for the user. It is understood and agreed that TOWN will provide janitorial service, necessary restroom supplies, and keep premises in proper order and repair, except as to damage caused by DISTRICT and/or MCOE, which damage DISTRICT and/or MCOE agree to repair.

e. The TOWN shall be solely responsible for all safety precautions in or around the FACILITY to ensure the public is protected from any potential danger to include, but not limited to: adequate containment fencing, securing the FACILITY with locks, and/or other safety measures. Additionally, the TOWN is responsible for and has the right to install any warning signs on or about PROPERTY as required by federal, state or local law.

f. Maintenance of the sewer system will be shared by Library and FACILITY unless the problem is specific to either FACILITY. Parties can meet to discuss any potential shared expenses.

g. TOWN will be fully responsible for rehabilitation of the PROPERTY, including re-vegetation with indigenous plants, but excepting reasonable wear and tear, upon the expiration of this Agreement, unless an alternate agreement is executed by the PARTIES.

7.2 Utilities

a. TOWN shall pay for all utilities, including, but not limited to: sewer, water, electricity, propane, and trash to service the FACILITY.

b. DISTRICT and MCOE shall grant to TOWN and all local utility companies (as appropriate) any easement(s) reasonably required by TOWN or the utility companies for the life of this Agreement in order to provide utility service required by TOWN for the installation, operation or maintenance of the FACILITY and shall execute any instrument(s) reasonably necessary to evidence such rights.

7.3 Parking and Snow Removal

a. TOWN shall not charge a fee for parking at the FACILITY.

b. TOWN shall make reasonable efforts to ensure parking areas in front of the Library within the FACILITY are accessible during scheduled operating hours.

c. TOWN agrees to perform all snow removal, at its expense, in the Library parking lot, on the road leading to the Library parking lot, the drop-off circle, the driveway leading to the FACILITY parking lot and the upper FACILITY parking lot. TOWN may clear snow around the FACILITY and modular building and paths to protect surfaces, fencing, buildings etc. TOWN will not clear the snow around the Library or on the paths leading to the Library.

7.4 Operation of the Community Pickleball Courts and Multi-use Complex

a. TOWN shall prepare written site operating rules consistent with: federal, state, and local laws; adopted DISTRICT and MCOE policies, procedures and regulations; and adopted TOWN ordinances. Should DISTRICT or MCOE wish to modify a policy, procedure or regulation which affects the use of the PROPERTY, after TOWN has taken possession thereof, a representative of TOWN shall be included in any discussion of said modification.

b. The FACILITY shall be made available to the general public on a first-come, first-served basis outside of pre-requested times by the DISTRICT/MCOE or the TOWN.

c. TOWN agrees to provide DISTRICT and MCOE pre-requested exclusive use of the FACILITY between 7:30am and 12:00pm on all days in which school is in session and non-exclusive use at any other time Monday through Friday for school PE classes, functions and sports. TOWN agrees to work with DISTRICT/MCOE for occasional exclusive use to accommodate special school or sporting events excluding weekends and holidays. There shall be no fees or costs associated with school PE classes, sports or special event use, but TOWN shall not be obligated to provide any equipment for such uses.

d. TOWN agrees to comply with all applicable laws, statutes, and regulations, of any governmental authority regarding the sale of alcoholic beverages at the FACILITY.

e. Advertising and sponsorships are a means of supporting the operational maintenance cost of the FACILITY and therefore, signage, plaques, banners and similar media (collectively "Signage") shall be allowed on the interior of the PROPERTY as permitted by law. Outdoor signage identifying the "community pickleball courts" shall also be allowed as permitted by law subject to the approval of DISTRICT and MCOE, which approval shall not be unreasonably withheld. TOWN may advertise the programs in publications and other media, at its own cost.

f. TOWN agrees that there will be no charge to all DISTRICT and MCOE students during those hours when the FACILITY is open to the general public. No equipment rentals will be provided by the TOWN.

g. Notwithstanding the exclusive and non-exclusive use by the DISTRICT and MCOE at no charge pursuant to paragraph 7.4(c) or the no charge use for MCOE and DISTRICT students pursuant to paragraph 7.4(f), TOWN may charge user fees for services, maintenance, material,

labor and overhead, which fees shall be set at TOWN's discretion and solely allocated to TOWN to offset the costs of maintaining and operating the FACILITY. However, it is the intent of TOWN to provide the community pickleball courts and associated activities at no-charge on a first come, first-served basis to the community, unless TOWN incurs costs associated with community events, tournaments and leagues as described in paragraph 7.1(a).

h. TOWN agrees to comply with its own noise ordinances in the operation of the FACILITY. TOWN further agrees to work cooperatively and collaboratively with MCOE and/or District should the activities conducted at the FACILITY unreasonably interfere with the normal operation of surrounding businesses, including the adjacent Library. While it is understood that individual large events may be noisy, large numbers of consecutive events which are consistently audible inside the Library may result in an unreasonable impact on use of the Library, including an unreasonable reduction in available parking. In such circumstances, DISTRICT and MCOE may object to future activities when reviewing the Annual Operations Plan pursuant to paragraph 7.6 in an effort to reduce these impacts.

7.5 Uses Prohibited

a. The PROPERTY shall not be used except for the purposes specified in this Agreement.

b. TOWN shall not do or permit anything to be done in or about the PROPERTY that will in any way unreasonably obstruct or interfere with the rights of DISTRICT and/or MCOE, or injure or annoy DISTRICT and/or MCOE, or use or allow the PROPERTY to be used for any unlawful or unreasonably objectionable purpose, nor shall the TOWN cause, maintain or permit any nuisance in or about the PROPERTY.

c. TOWN shall not commit or suffer to be committed any waste in or upon the PROPERTY.

d. TOWN shall not use the PROPERTY or permit anything to be done in or about the PROPERTY that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement.

7.6 TOWN shall prepare an Annual Operations Plan identifying proposed activities and events within the FACILITY and discuss that Plan with designees from MCOE and the DISTRICT with the objective of addressing potential impacts to all parties of the proposed activities and events. If MCOE and/or DISTRICT has an objection to a proposed activity, said PARTIES will work cooperatively with the TOWN to modify any objectionable activities or events to remove the stated objections, if possible.

8. DAMAGE OR DESTRUCTION OF PROPERTY

8.1 If the PROPERTY is totally destroyed by fire or other casualty, or the PROPERTY cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then, upon agreement between all PARTIES, this Agreement shall terminate effective the date of the total loss.

8.2 Neither DISTRICT nor MCOE shall be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any improvements installed in the PROPERTY by TOWN or at the direct or indirect expense of the TOWN. TOWN may restore or replace same if damaged. TOWN shall have no claim against DISTRICT or MCOE for any damage suffered by reason of any such damage, destruction, repair or restoration unless caused by the sole negligence or wrongful intentional acts of DISTRICT or MCOE.

8.3. Loss due to fire or other natural disaster will not relieve TOWN of the obligation to rehabilitate the PROPERTY as provided for in this Agreement.

9. INSURANCE

9.1 General Liability Insurance. DISTRICT and MCOE acknowledge that TOWN may satisfy some or all of its insurance obligations hereunder through participation in the California Joint Powers Insurance Authority (CJPIA) or another joint powers self-insurance pool, rather than by procuring traditional commercially available insurance. TOWN agrees to furnish DISTRICT and MCOE with a Certificate or Evidence of Insurance evidencing coverage under a Commercial General Liability Insurance Policy (“GL Policy”). The GL Policy shall provide limits of no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies where aggregates are applicable, a \$4,000,000 aggregate limit. Certificate of Insurance will be provided by the CJPIA.

a. The GL Policy shall include coverage for bodily injury (including death) and property damage arising out of the use of all owned, non-owned and hired vehicles.

b. The GL Policy shall name the DISTRICT and MCOE, its officers, elected and appointed officers, board members, employees, volunteers and agents as additional insureds by applicable endorsement.

c. The GL Policy shall include a provision that the insurance shall not be cancelled without first providing DISTRICT and MCOE thirty (30) days written notice of cancellation.

9.2 Pollution Liability Insurance. TOWN agrees to furnish DISTRICT and MCOE with a Certificate or Evidence of Insurance evidencing coverage under a Pollution Liability Insurance Policy (“PL Policy”) or Pollution Liability coverage under the GL Policy by endorsement as provided by the CJPIA.

9.3 Excess/Umbrella Liability Insurance. TOWN is not required to obtain Excess/Umbrella Liability Coverage. However, if TOWN does obtain such insurance and it provides coverage for the FACILITY, TOWN shall name DISTRICT and MCOE as additional insureds by applicable endorsement.

9.4 Property Insurance/Fire Policy. The TOWN agrees to furnish DISTRICT and MCOE with a Certificate or Evidence of Insurance evidencing a Commercial Fire Insurance Policy or Property Insurance Policy which includes fire coverage (“Fire or Property Policy”). The Fire Policy shall

provide coverage equal to the replacement value of the property upon a total loss. The certificate will be provided by the CJPIA or maybe included in the “GL Policy.”

9.5 District/MCOE Insurance. At all times when DISTRICT and/or MCOE conduct their own programs at or within the FACILITY, DISTRICT and MCOE shall carry their own general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate limits to cover the participants in said programs.

a. DISTRICT and/or MCOE shall provide a Certificate or Evidence of Insurance to TOWN prior to use of the FACILITY.

b. Any general liability policy obtained by DISTRICT or MCOE for their own programs at or within the FACILITY shall name TOWN, its officers, elected and appointed officers, board members, employees, volunteers and agents as additional insureds by applicable endorsement.

10. INDEMNIFICATION

a. TOWN shall indemnify, hold harmless, and defend DISTRICT and MCOE, their trustees, elected and appointed officers, board members, employees, volunteers and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the PROPERTY after DISTRICT and MCOE deliver possession of the PROPERTY to TOWN, or arising from the TOWN’S use of the PROPERTY or TOWN’S possession operation or maintenance of the FACILITY excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of DISTRICT and MCOE as they relate to the PROPERTY or caused by the sole negligence or wrongful intentional acts of DISTRICT and/or MCOE, their employees, agents, officers and invitees.

b. DISTRICT and MCOE shall indemnify, hold harmless, and defend TOWN, their trustees, elected and appointed officers, board members, employees, volunteers and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the PROPERTY arising from the DISTRICT’s or MCOE’s use of the PROPERTY excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of TOWN as they relate to the PROPERTY or caused by the sole negligence or wrongful intentional acts of TOWN, their employees, agents, officers and invitees.

11. NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or by depositing in the United States mail, postage prepaid, addressed to:

If to the TOWN:
Town of Mammoth Lakes

437 Old Mammoth Road, Suite 230
P.O. Box 1609
Mammoth Lakes, CA 93546
Attn: Town Manager

If to the DISTRICT:
Mammoth Unified School District
1601 Meridian Boulevard
P.O. Box 3509
Mammoth Lakes, CA 93546
Attn: Superintendent

If to MCOE:
Mono County Office of Education
1651 Meridian Boulevard
P.O. Box 130
Mammoth Lakes, CA 93546
Attn: Superintendent

12. TERMINATION

12.1 This Agreement may be terminated by the PARTIES following 90 days written notice by a PARTY to the other PARTIES, at any time during the term.

12.2 If this Agreement terminates by expiration of the agreed upon terms as set forth in paragraph 3.1, TOWN shall, upon termination of this Agreement, remove any structures and/or fixtures affixed to the PROPERTY and rehabilitate the property as provided for in this agreement.

12.3 If the DISTRICT or MCOE terminates this Agreement prior to its expiration of its term pursuant to Paragraph 12.1, TOWN shall rehabilitate the site as provided for in this Agreement.

12.4 If TOWN terminates this Agreement prior to its expiration of the lease term pursuant to Paragraph 12.1, TOWN shall rehabilitate the Property as provided for in this Agreement.

13. COMPLIANCE WITH LAWS

13.1 Notwithstanding anything to the contrary in this Agreement, the PARTIES shall ensure that any and all activities they perform pursuant to this Agreement shall specifically comply with all applicable laws, statutes, regulations, permits, ordinances and orders of any governmental authority.

13.2 Without limiting the generality of paragraph 14.1, PARTIES shall comply with all applicable provisions of all laws, statutes, regulations, rules, guidelines, policies, orders, permits, ordinances and orders of any governmental authority relating to environmental matters and/or occupational safety.

14. APPLICABLE LAW

This Agreement has been made and entered into in the State of California and the laws of the State of California will govern the validity and interpretation of this Agreement, including the performance of the PARTIES hereunder.

15. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the PROPERTY and uses stated above. All parties must in form of a written amendment agree to any modifications.

16. SEVERABILITY

Whenever, possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. AMENDMENTS

This Agreement may be amended at any time but only by the mutual agreement of the PARTIES and only when the PARTIES memorialize the agreement to amend in writing.

18. WAIVER

The failure of TOWN, DISTRICT or MCOE to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement will not be deemed a waiver of any right or remedy which TOWN, DISTRICT, or MCOE may have and will not be deemed a waiver of any right of remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

19. BINDING EFFECT

This Agreement and all the terms, conditions and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and their respective successors.

20. AUTHORITY TO EXECUTE

The persons signing this Agreement warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.

21. COUNTERPARTS

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

[signatures on following page]

SIGNATURE PAGE TO LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement has been duly approved by TOWN,
DISTRICT and MCOE.

Town of Mammoth Lakes

Name: Daniel C. Holler
Title: Town Manager

Mammoth Unified School District

Name:
Title:

Mammoth County Office of Education

Name:
Title:

EXHIBIT A

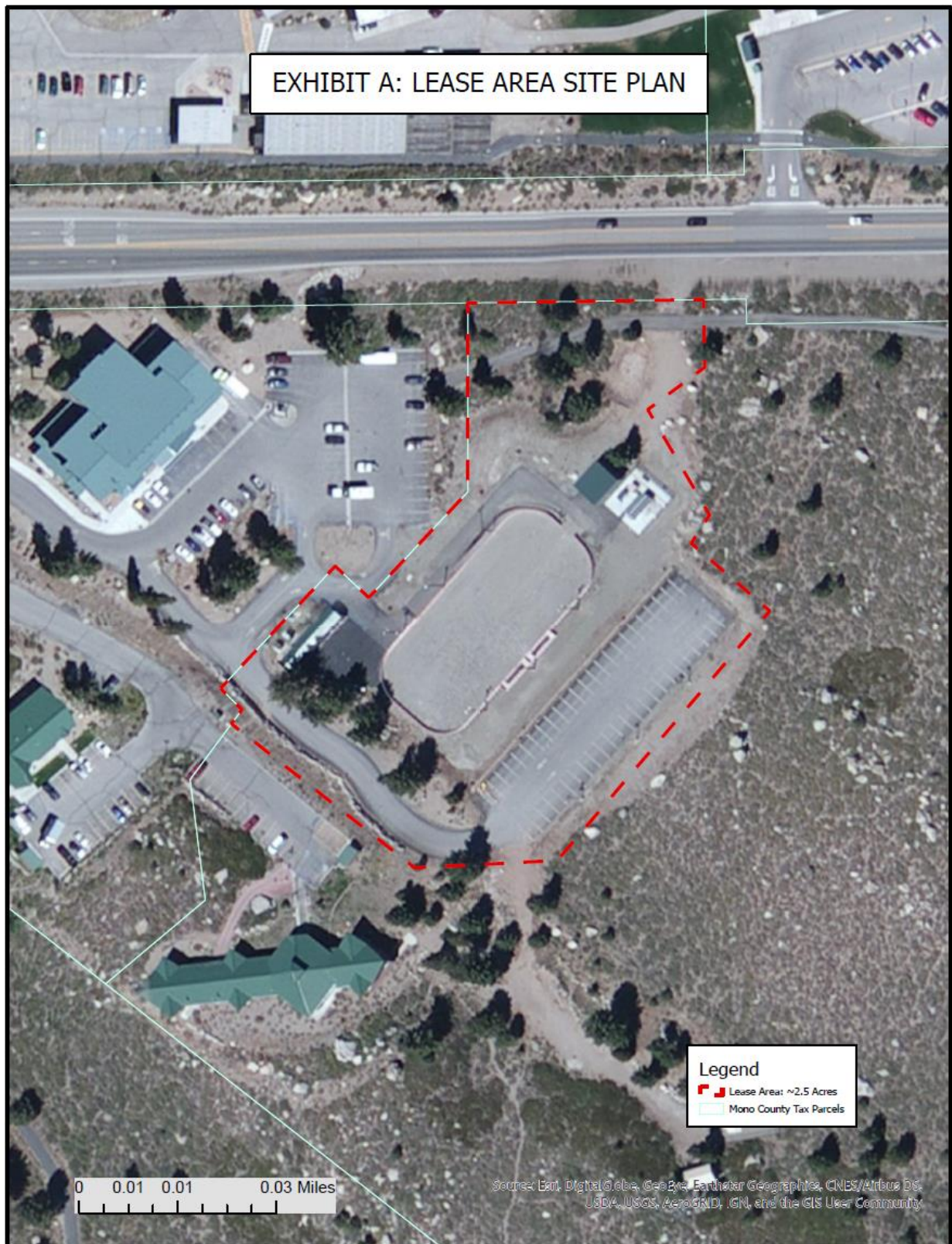


EXHIBIT B

