

AFTER RECORDATION PLEASE RETURN TO:

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900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of July 1, 2024

by and between the

TOWN OF MAMMOTH LAKES, as Lessor

and the

MAMMOTH LAKES MUNICIPAL SERVICE CORPORATION, as Lessee

(2024 Capital Improvement Financing Project)

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of July 1, 2024, is by and between the TOWN OF MAMMOTH LAKES, a municipal corporation and general law city duly organized and existing under and by virtue of the laws of the State of California, as lessor (the "Town"), and the MAMMOTH LAKES MUNICIPAL SERVICE CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as lessee (the "Corporation");

WITNESSETH:

WHEREAS, the Corporation intends to assist The Town to finance the cost of constructing and equipping a new Town Hall facility and the cost of acquiring certain land and improvements (collectively, the "Project"), by leasing certain land and improvements to The Town pursuant to a Lease Agreement, dated as of July 1, 2024, a memorandum of which is recorded concurrently herewith (the "Lease Agreement"); and

WHEREAS, The Town proposes to enter into this Site and Facility Lease with the Corporation as a material consideration for the Corporation's agreement to lease such land and improvements to The Town;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The Town hereby leases to the Corporation and the Corporation hereby leases from The Town, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in Mono County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Site"), and those certain improvements located on the Site, more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the Closing Date, and shall end on June 1, ____, unless the Term of the Lease Agreement is extended as hereinafter provided. If, on June 1, ____, the Trust Agreement shall not be discharged by its terms or if the Lease Payments or Additional Payments, if any, payable under the Lease Agreement shall have been abated at any time and for any reason, then the term of this Site and Facility Lease shall be extended without the need to execute any amendment to this Section 3 until there has been deposited with the Trustee an amount sufficient to pay all obligations due under the Lease Agreement, but in no event shall the term of this Site and Facility Lease extend beyond June 1, ____. If, prior to June 1, ____, the Trust Agreement shall be discharged by its terms, the term of this Site and Facility Lease shall thereupon end.

Notwithstanding the foregoing, the term of this Site and Facility Lease shall not end so long as any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy or the Reserve Policy (as such capitalized terms are defined in the Lease Agreement).

Section 4. Advance Rental Payment. The Town agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental payment of _____ dollars (\$____). The Town and the Corporation agree that by reason of the sale of the Certificates and deposit of proceeds pursuant to the provisions of the

Trust Agreement, dated as of July 1, 2024, by and among The Town, the Corporation and U.S. Bank Trust Company, National Association, as trustee thereunder (the "Trust Agreement"), the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to The Town pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by The Town under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. Town's Interest in the Site and the Facility. The Town covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless The Town shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Site or the Facility, except as provided in the Lease Agreement, without the prior written consent of the District and the Municipal Bond Insurer.

Section 8. Right of Entry. The Town reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in The Town.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, The Town may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and The Town shall have no right to terminate this Site and Facility Lease as a remedy for such default; *provided, however*, that so long as any Certificates are Outstanding and unpaid in accordance with the terms thereof, the Lease Payments assigned by the Corporation to the Trustee under the Assignment Agreement shall continue to be paid to the Trustee.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Site subject to the provisions of the Lease Agreement and the Trust Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and The Town hereby releases each and every, member, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No member, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site and the Facility (including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Site or the Facility thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of then unpaid Certificates including the unpaid principal and interest with respect to any then outstanding Certificates and, subject to the provisions of the Lease Agreement and payment of all amounts owed to the Municipal Bond Insurer, the balance of the award, if any, shall be paid to The Town.

Section 15. Use of the Proceeds. The Town and the Corporation hereby agree that the lease to the Corporation of The Town's right and interest in the Site and the Facility pursuant to Section 2 serves the public purposes of The Town by providing funds to enable The Town to finance the 2024 Project.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, and, if to the Town, addressed to The Town in care of the Town Manager, Town of Mammoth Lakes, 437 Old Mammoth Road, Suite 230, Mammoth Lakes, CA 93546, or if to the Corporation, addressed to the Corporation in care of the Town Manager, Town Manager, Town of Mammoth Lakes, 437 Old Mammoth Road, Suite 230, Mammoth Lakes, CA 93546, if to the Municipal Bond Insurer, addressed to _____, Attention: _____, Re: Policy No. _____, Telephone: (____) ____-____; Fax: (____) ____-____, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Municipal Bond Insurer as Third Party Beneficiary. To the extent that this Site and Facility Lease confers upon or give or grant to the Municipal Bond Insurer any right, remedy or claim under or by reason of the Trust Agreement or the Lease Agreement, the Municipal Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 19. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon The Town and the Corporation and their respective successors and assigns.

Section 20. Amendment. This Site and Facility Lease may not be amended except as permitted under Section 10.01 of the Trust Agreement.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 22. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 23. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, The Town and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

TOWN OF MAMMOTH LAKES

By _____
Town Manager

MAMMOTH LAKES MUNICIPAL
SERVICE CORPORATION

By _____
Executive Director

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

The land referred to herein is situated in the State of California, County of Mono and described as follows:

Community Recreation Center Site
(686 Old Mammoth Road, Mammoth Lakes)

APN:

Police Station Site

(58 Thompson Way, Mammoth Lakes)

THAT PORTION OF THAT PROPERTY IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, DESCRIBED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE SOUTHERN MONO HEALTHCARE DISTRICT RECORDED AS INSTRUMENT NO. 2007-007311 OF OFFICIAL RECORDS IN THE OFFICE ON THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PROPERTY, SAID CORNER MARKED BY A BLM BRASS CAP AT A 1/1024 CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, PER THE OFFICIAL GOVERNMENT PLAT THEREOF AS SHOWN ON BLM DEPENDENT RESURVEY PLAT 44 219-E TAHT BEARS NORTH 00 DEGREES 16 MINUTES 48 SECONDS EAST 165.44 FEET FROM A BLM BRASS CAP MARKING THE CENTER OF SAID SECTION 35;

THENCE ALONG THE CENTER SECTION LINE OF SAID SECTION 35 NORTH 00 DEGREES 16 MINUTES 48 SECONDS EAST 497.14 FEET;

THENCE SOUTH 88 DEGREES 40 MINUTES 09 SECONDS EAST 645.11 FEET TO A POINT ON A LINE PARALLEL TO AND DISTANT EASTERLY 645.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTER SECTION LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 00 DEGREES 16 MINUTES 48 SECONDS WEST 497.14 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 SOUTH 1/2 SOUTHWEST 1/4 SOUTHWEST 1/4 NORTHEAST 1/4 OF SAID SECTION 35;

THENCE ALONG SAID NORTH LINE NORTH 88 DEGREES 40 MINUTES 09 SECONDS WEST 645.11 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED LAND AS CONVEYED TO THE STATE OF CALIFORNIA, IN THE DEED RECORDED MAY 12, 2008 AS INSTRUMENT NO. 2008-2313 RECORDS OF MONO COUNTY, CALIFORNIA.

FURTHER EXCEPTING THEREFROM, THAT PORTION CONVEYED TO SOUTHERN MONO HEALTH CARE DISTRICT, A LOCAL HEALTH CARE DISTRICT, IN THE DEED RECORDED JUNE 27, 2013 AS INSTRUMENT NO. 2013-3600, RECORDS OF MONO COUNTY CALIFORNIA.

EXCEPTING THEREFROM: [Mono County Civic Center site]

COMMENCING AT THE SOUTHWEST CORNER OF SAID LANDS;

THENCE ALONG THE SOUTH LINE OF SAID LANDS, SOUTH 88°40'09" EAST, 60.01 FEET TO A POINT LOCATED 60.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LANDS, ALSO BEING A POINT ON THE DEED LINE OF A PORTION OF LAND DESCRIBED IN THE GRANT DEED FROM THE TOWN OF MAMMOTH LAKES TO THE SOUTHERN MONO HEALTHCARE DISTRICT RECORDED AS DOCUMENT #2013003600;

THENCE NORTHERLY ALONG SAID DEED LINE, PARALLEL TO SAID WEST LINE, NORTH 00°16'48" EAST, 116.72 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 15.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°03'03", AN ARC LENGTH OF 23.84 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID CURVE, SOUTH 88°40'09" EAST, 198.05 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 180.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°34'29", AN ARC LENGTH OF 108.62 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, NORTHEASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 34°34'29", AN ARC LENGTH OF 72.41 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID REVERSE CURVE, SOUTH 88°40'09" EAST 126.96 FEET TO THE BEGINNING POINT OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 15.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°09'11", AN ARC LENGTH OF 21.77 FEET TO THE BEGINNING POINT OF A TANGENT REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 210.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°42'50", AN ARC LENGTH 101.58 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID CURVE, SOUTH 33°13'48" EAST, 45.46 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LANDS;

THENCE NORTHERLY ALONG SAID EAST LINE NORTH 00°16'48" EAST, 456.91 FEET TO THE NORTH LINE OF SAID LAND;

THENCE ALONG SAID NORTH LINE, NORTH 88°40'09' WEST, 75.12 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°55'09' WEST, 143.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°55'09" WEST, 102.35 FEET;

THENCE NORTH 89°04'51" WEST, 275.66 FEET;

THENCE NORTH 00°55'09" EAST, 199.59 FEET;

THENCE SOUTH 89°04'51" EAST, 59.49 FEET;

THENCE SOUTH 00°55'09" WEST, 77.11 FEET;

THENCE SOUTH 89°04'51" EAST, 52.17 FEET;

THENCE SOUTH 00°55'09" WEST, 20.13 FEET;

THENCE SOUTH 89°04'51" EAST, 164.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM [Parcel A-1]

COMMENCING AT THE SOUTHWEST CORNER OF SAID LANDS;

THENCE ALONG THE SOUTH LINE OF SAID LANDS, SOUTH 88°40'09" EAST, 60.01 FEET TO A POINT LOCATED 60.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LANDS, ALSO BEING A POINT ON THE DEED LINE OF A PORTION OF LAND DESCRIBED IN THE GRANT DEED FROM THE TOWN OF MAMMOTH LAKES TO THE SOUTHERN MONO HEALTHCARE DISTRICT RECORDED AS DOCUMENT #2013003600;

THENCE NORTHERLY ALONG SAID DEED LINE, PARALLEL TO SAID WEST LINE, NORTH 00°16'48" EAST, 116.72 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 15.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°03'03", AN ARC LENGTH OF 23.84 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID CURVE, SOUTH 88°40'09" EAST, 198.05 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 180.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID DEED LINE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°34'29", AN ARC LENGTH OF 108.62 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, NORTHEASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 34°34'29', AN ARC LENGTH OF 72.41 FEET; THENCE LEAVING SAID DEED LINE, NORTH 88°40'09" WEST, 171.22 FEET;

THENCE SOUTH 00°16'48" WEST, 52.99 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM [Parcel A-2]

COMMENCING AT THE SOUTHWEST CORNER OF SAID LANDS;

THENCE ALONG THE SOUTH LINE OF SAID LANDS, SOUTH 88°40'09" EAST, 60.01 FEET TO A POINT LOCATED 60.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LANDS, ALSO BEING A POINT ON THE DEED LINE OF A PORTION OF LAND DESCRIBED IN THE GRANT DEED FROM THE TOWN OF MAMMOTH LAKES TO THE SOUTHERN MONO HEALTHCARE DISTRICT RECORDED AS DOCUMENT #2013003600;

THENCE NORTHERLY ALONG SAID DEED LINE, PARALLEL TO SAID WEST LINE, NORTH 00°16'48" EAST, 116.72 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 15.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°03'03", AN ARC LENGTH OF 23.84 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID CURVE, SOUTH 88°40'09"

EAST, 198.05 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 180.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°34'29", AN ARC LENGTH OF 108.62 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, NORTHEASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 34°34'29", AN ARC LENGTH OF 72.41 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID REVERSE CURVE, SOUTH 88°40'09" EAST 126.96 FEET TO THE BEGINNING POINT OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 15.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID DEED LINE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°09'11", AN ARC LENGTH OF 21.77 FEET TO THE BEGINNING POINT OF A TANGENT REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 210.00 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°42'50", AN ARC LENGTH 101.58 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID CURVE, SOUTH 33°13'48" EAST, 45.46 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LANDS;

THENCE NORTHERLY ALONG SAID EAST LINE, NORTH 00°16'48" EAST, 144.76 FEET TO A POINT OF INTERSECTION OF SAID EAST LINE AND A PROLONGATION OF SAID DEED LINE;

THENCE LEAVING SAID EAST LINE, ALONG SAID PROLONGATED LINE NORTH 88°40'09" WEST, 73.59 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM [Parcel A-3]

COMMENCING AT THE SOUTHWEST CORNER OF SAID LANDS;

THENCE ALONG THE SOUTH LINE OF SAID LANDS, SOUTH 88°40'09" EAST, 60.01 FEET TO A POINT LOCATED 60.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LANDS, ALSO BEING A POINT ON THE DEED LINE OF A PORTION OF LAND DESCRIBED IN THE GRANT DEED FROM THE TOWN OF MAMMOTH LAKES TO THE SOUTHERN MONO HEALTHCARE DISTRICT RECORDED AS DOCUMENT #2013003600;

THENCE NORTHERLY ALONG SAID DEED LINE, PARALLEL TO SAID WEST LINE, NORTH 00°16'48" EAST, 116.72 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 15.00 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID DEED LINE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°03'03", AN ARC LENGTH OF 23.84 FEET;

THENCE CONTINUING ALONG SAID DEED LINE, TANGENT TO SAID CURVE, SOUTH 88°40'09" EAST, 198.05 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 180.00 FEET;

THENCE LEAVING SAID DEED LINE, NORTH 00°16'48" EAST, 52.99 FEET;

THENCE SOUTH 88°40'09" EAST, 171.22 FEET TO A POINT ON SAID DEED LINE BEING THE END POINT OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 120.00, SAID

POINT ALSO BEING THE BEGINNING OF A TANGENT LINE;

THENCE ALONG SAID DEED LINE, TANGENT TO SAID REVERSE CURVE, SOUTH 88°40'09" EAST, 126.96 FEET TO THE BEGINNING POINT OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 15.00 FEET;

THENCE LEAVING SAID DEED LINE, CONTINUING SOUTH 88°40'09" EAST 73.59 FEET TO THE EAST LINE OF SAID LAND;

THENCE NORTHERLY ALONG SAID EAST LINE NORTH 00°16'48" EAST 312.15 FEET TO THE NORTH LINE OF SAID LAND;

THENCE ALONG SAID NORTH LINE NORTH 88°40'09" WEST 75.12 FEET;

THENCE SOUTH 00°55'09" WEST 245.54 FEET;

THENCE NORTH 89°04'51" WEST 390.00 FEET;

THENCE SOUTH 00°55'09" WEST, 41.63 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°24'42", AN ARC LENGTH OF 23.67 FEET;

THENCE TANGENT TO SAID CURVE NORTH 88°40'09" WEST 86.73 TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°56'57", AN ARC LENGTH OF 23.29 FEET TO A POINT LOCATED 60.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LANDS; THENCE SOUTHERLY PARALLEL TO SAID WEST LINE, SOUTH 00°16'48" WEST, 90.02 FEET TO THE TRUE POINT OF BEGINNING.

Corporation Yard Site
(299 Commerce Drive, Mammoth Lakes)

PARCEL ONE:

LOT 1 OF TRACT NO. 36-161A, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 6-6A OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 037-200-038

PARCEL TWO:

PARCEL 17 OF PARCEL MAP NO. 36-120, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP FILED DECEMBER 28, 1982 IN BOOK 3, PAGE 7 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM, ALL THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED TO MAMMOTH UNIFIED SCHOOL DISTRICT RECORDED NOVEMBER 9, 2000, INSTRUMENT NO. 2000006680 OFFICIAL RECORDS.

APN: 037-200-06

Transit Center Site
(210 Commerce Drive, Mammoth Lakes)

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 36-120, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 7 THROUGH 7C INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS PARCELS A AND D OF PARCEL MAP NO. 36-120, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 7 THROUGH 7C INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN:

EXHIBIT B

DESCRIPTION OF THE FACILITY

Community Recreation Center
(686 Old Mammoth Road, Mammoth Lakes)

The Community Recreation Center is a 40,300 square foot [Sprung Performance Arena](#) located on the southwest corner of the Mammoth Creek Park site, completed in 2024. The approximate 56-foot tall and 140-foot wide facility will provide year-round programming for the community and visitors. The facility includes locker rooms, public/community space, seating, additional “use areas” (recreational activities, food/beverage sales, rentals, back of house, etc.) restrooms, and administrative areas.

Police Station
(58 Thompsons Way, Mammoth Lakes)

The Police Station is a 5,790 square foot facility, completed in 2017, located on a 2.36 acre site, that provides for Town Police services – sworn and non-sworn activities. The facility includes an armory, a covered entrance, reception area, a sally port, holding cells, a training room and a locker room.

Corporation Yard
(299 Commerce Drive, Mammoth Lakes)

The Corporation Yard includes a building with asphalt paved maintenance yard and two support buildings. The yard is served by an access road and has been improved for drainage. It is also equipped with sewer, water, power, telephone, television and propane gas, as well as a fueling system including card reader, pumps and tanks.

Transit Center
(210 Commerce Drive, Mammoth Lakes)

The Town of Mammoth Lakes Transit Center is jointly operated by the Town and Eastern Sierra Transit Authority (ESTA). The facility is partially leased by ESTA for administrative staff for dispatch, meetings and general office work. ESTA is a joint powers agency that is supported by the Town for transit services. Drivers and operators use the facility as the main transit yard and begin and end their routes at this facility. Drivers complete their prechecks and some minor maintenance such as installing chains and deicing at the facility. The Town uses a portion of the building to support the Parks and Recreation Department operations. Trackless snow blowers and other seasonal equipment and materials are stored at this facility. The Town maintains offices for parks staff in the conditioned portion of the building.