

1 MADERA COUNTY CONTRACT NO. 3780-C-85

2 THIS AGREEMENT is executed this 28th day of May,
3 1985, by and between CASCADEL PROPERTY OWNERS ASSOCIATION, a
4 California Corporation [hereinafter referred to as "ASSOCIA-
5 TION"], and the COUNTY OF MADERA, [hereinafter referred to as
6 "COUNTY"].

7 WHEREAS, the ASSOCIATION has entered into escrow instruc-
8 tions for the purchase and sale of certain real property, a
9 description of which is attached hereto as Exhibit "A"; and

10 WHEREAS, it is the desire of the parties to have said real
11 property acquired by COUNTY by and on behalf of Madera County
12 Service Area No. 21 ["CSA 21"] for recreational purposes; and

13 WHEREAS, it is the desire of the parties to provide for the
14 continuing operation and maintenance of the heretofore described
15 real property as a recreational area for the residents of CSA 21;
16 and

17 WHEREAS, it is the desire of the parties to provide appro-
18 priate liability insurance to protect all parties involved;

19 NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

20 1. ASSOCIATION agrees to operate and maintain the entire
21 real property described on Exhibit "A" attached hereto, including
22 all recreational facilities thereupon [hereinafter collectively
23 referred to as the "Subject Property"].

24 2. ASSOCIATION agrees to undertake the responsibilities
25 indicated in Paragraph 1 above at its entire and complete
26 expense, and shall absorb all costs in connection therewith, so
27 that no monetary contributions to this end will be required from
28 COUNTY.

1 3. ASSOCIATION shall operate and maintain the Subject
2 Property for the sole and exclusive use of those persons
3 described in Paragraph 4 of the Judgment recorded in Book 1197,
4 Page 166 of the Official Records of the County of Madera.

5 4. This Agreement shall extend for a period of ten (10)
6 years, or until such time as all monies due to COUNTY and the
7 seller of the Subject Property have been paid, whichever is
8 sooner.

9 5. ASSOCIATION shall obtain all necessary Workers'
10 Compensation insurance.

11 6. ASSOCIATION shall acquire a policy of liability
12 insurance, naming COUNTY as an additional insured, with a minimum
13 amount of \$1,000,000 combined single limit coverage, for property
14 damage and bodily injury, and a \$2,000,000 aggregate. ASSOCIATION
15 shall provide COUNTY with a certificate evidencing such insur-
16 ance.

17 7. No later than April 1 each year, ASSOCIATION agrees to
18 advise COUNTY in writing of the annual amount of the premiums
19 due for the insurance prescribed by Paragraphs 5 and 6 above, so
20 that said amounts may be included in the assessments levied upon
21 the residents of CSA 21.

22 8. ASSOCIATION agrees that if any of the foregoing
23 insurance provisions are not complied with, COUNTY may itself
24 obtain the necessary insurance coverage and assess the costs
25 thereof to each of the residents of CSA 21.

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1 9. ASSOCIATION agrees to indemnify, defend, and hold
2 harmless COUNTY and all of its officers and employees from any
3 liability or claims arising out of the performance of this
4 Agreement or in any way connected with the Subject Property.

5 10. COUNTY agrees to loan \$70,000 to CSA 21 and to estab-
6 lish an assessment mechanism for the repayment of said loan as
7 well as the payment of the balance of the purchase price to the
8 seller of the Subject Property.

9 11. If the amounts collected pursuant to said assessment
10 mechanism for any fiscal year are less than the total amounts due
11 for said fiscal year for the repayment of said loan and the
12 payments due to the seller of the Subject Property, ASSOCIATION
13 shall pay the amount of said difference to COUNTY within thirty
14 (30) days of receipt of written notice of such deficiency.

15 12. COUNTY may in its sole discretion terminate this
16 contract for any reason upon 30 days written notice.

17 13. This Agreement shall inure to the benefit of, and bind,
18 the heirs, successors, assigns, and transfers of the respective
19 parties hereto.

20 COUNTY OF MADERA

21
22 By Don Darnell
23 Chairman PRO-TEC
Board of Supervisors

24 ATTEST:

25 Nanda Bulley
26 Clerk, Board of Supervisors
27
28



CASCADEL PROPERTY OWNERS
ASSOCIATION

By *Paul A. Smith*

Title *Pres.*

545-52-0273
Taxpayer I.D. or Social Security
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Approved as to Legal Form:
County Counsel

By _____

Approved as to Accounting Form:
Auditor-Controller

By _____

Approved as to Form: (CAO)

By _____

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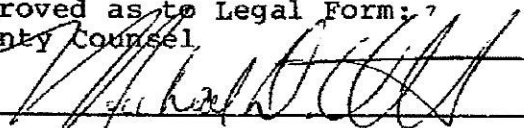
CASCADEL PROPERTY OWNERS
ASSOCIATION

By _____

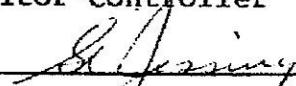
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County Counsel

By 

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By 