

March 6, 2019

To: CSA-21 Residents,

Re: County Service Area No. 21

Dear Residents and Property Owners,

This letter is a detailed correspondence regarding services to the clubhouse and surrounding open space area within County Service Area No. 21 ("CSA-21"). This correspondence also discusses future options involving the collection of assessments for the continued management and maintenance of the recreational facilities. We hope you find this letter informative.

### **Background**

The Madera County Board of Supervisors created CSA-21 on December 10, 1984.<sup>1</sup> The resolution forming CSA-21 specifies that its purpose is to provide "local recreational facilities and services only". Later, a mechanism was established for CSA-21 to collect funds for property maintenance purposes.

On March 19, 1985, the Board of Supervisors released a notice of intention to purchase real property, specifically, the golf course and clubhouse. The notice states that the "County of Madera, for and on behalf of County Service Area No. 21 ["CSA-21"], intends to purchase...certain real property..." and "the County intends to contract with the Cascadel Woods Property Owners Association to manage, operate, and maintain said property, and to restrict usage of such property to residents of CSA-21."<sup>2</sup> While the document makes it clear that the money to repay the purchase loan was to be raised from assessments and charges levied against the properties, there was no noticed intent to transfer the real property to the property-owners.

The Board of Supervisors approved the land purchase on May 21, 1985 through Resolution no. 85-205.<sup>3</sup> The grant deed, dated May 22, 1985, transferred the property

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<sup>1</sup> See Exhibit A: Madera County Resolution no. 84-599.

<sup>2</sup> See Exhibit B: Notice of Intention dated March 19, 1985.

<sup>3</sup> See Exhibit C: Madera County Resolution no. 85-205.



to the County.<sup>4</sup> The land conveyed consists of four lots contained within three parcels. The County remains the landowner today.

On May 28, 1985, the County of Madera entered into contract no. 3780-C-85 with the Cascadel Property Owners Association ("CPOA") for the continuing operation and maintenance of the real property acquired by the County.<sup>5</sup> This contract was set to expire 10 years from the date of creation (1995) or when the loan was paid off, whichever was sooner.

Prior to expiration, the parties entered into a second contract dated August 8, 1995. This agreement automatically renewed each year until 2013 when it was terminated by the Board of Supervisors.<sup>6</sup>

In 1998, a District-wide vote established assessments at \$100 per parcel, per year. The Madera County Auditor/Controller's office accounts for the collection of assessments and related fiscal responsibilities associated with the management, operation, and maintenance of the clubhouse and surrounding open space area. These funds are used solely for those purposes and not for other activities previously performed by the CPOA, such as road maintenance.

At this time, CSA-21 provides local recreational facilities and services only. It does not maintain roads or provide water, sewer or other services.

### **Current Projects**

In July 2018, the County entered into a purchasing agent agreement with a contractor to mow portions of the County-owned land. The Public Works Department (PWD) is continuing to solicit proposals to enter into a multi-year agreement with an outside contractor to ensure the grounds are mowed on an annual basis. The PWD also facilitated a proposal process seeking qualified property management services for the clubhouse.<sup>7</sup> Until a qualified property management company is chosen, please continue calling the PWD for all clubhouse maintenance and use requests at (559) 675-7811.

Regarding the structural integrity of the clubhouse, it was evident from the recent snow storms that the building has sustained some damage and the PWD is working on sending a qualified structural engineering firm to evaluate the structure and give recommendations for

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<sup>4</sup> See **Exhibit D**: Grant Deed dated May 22, 1985.

<sup>5</sup> See **Exhibit E**: Contract between the County of Madera and the CPOA dated May 28, 1985.

<sup>6</sup> See **Exhibit F**: Contract between the County of Madera and the CPOA dated August 8, 1995.

<sup>7</sup> See **Exhibit G**: Contract between the County of Madera and Property Management Consultant sample agreement.

the safe use of the facility, meanwhile, the County will not allow the use of the clubhouse until further notice.

In addition to mowing services, the County has entered into several maintenance agreements, specifically for tree services needed on County-owned land.<sup>8</sup> The County will continue to facilitate this work.

### **Future Options**

#### 1. Dissolve CSA-21

Existing state law authorizes the Local Agency Formation Commission ("LAFCo") to process applications for the dissolution of a county service area and allows a board of supervisors to initiate a proposal to dissolve a CSA, by following specified procedures.

At present, the procedures for dissolution may be commenced by the district's legislative body, by petition or by LAFCo. The legislative body of a district, in this case the Madera County Board of Supervisors, may begin the process by adopting a resolution of application. The dissolution of CSA-21 would mean the County of Madera would no longer collect assessments and would likely include a provision for transferring title to County-owned properties.

##### a. Property Owners Association Control

As a possible outcome of dissolution, all assets and responsibilities may be transferred to a property owners association. The County could enter into a purchase agreement with a property owners association, such as the CPOA, for the land and transfer of any existing fund balance received from assessments to the organization so they can manage the funds directly. The CPOA has provided the maintenance and operation of the recreational facilities in the past; however, the Superior Court ruled in 2016 that it does not possess the power to collect mandatory assessments. This option would allow residents to retain local control, as long as the property owners association adequately represented all residents and developed a revenue source.

##### b. Create an Independent Special District

An independent special district may be created by Madera County. The new district would have its own elected governing board and continue to collect assessments. For example, a community services district ("CSD") can be formed in Cascadel Woods under existing law (Government Code section 61000, et seq).

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<sup>8</sup> See **Exhibit H**: Contract between the County of Madera and Dale Johnson Services dated August 13, 2018.

March 6, 2019

Page 4

A CSD is an entity that is formed following LAFCo approval and following a vote of the registered voters within the proposed boundaries of the CSD. A CSD is a separate legal entity that would have its own board of directors directly elected by the registered voters in the Cascadel Woods area. The voters would also vote to assess themselves for a certain amount a month (to replace the County assessment) that would provide a revenue source for CSD services. The CSD would be a separate legal entity from the County and, once formed, could be the grantee of the County owned CSA-21 properties. The formation process can be started by a petition signed by the people or by a Board of Supervisors resolution.

2. Conservation Easement

A conservation easement is the relinquishment of a property right, like development, in exchange for money or perpetual protection by a land trust while retaining ownership of the property. To qualify for a conservation easement, the land must be significant. Examples include oak woodlands, conifer forests, wetlands, certain ranches and forests, endangered species habitat, and scenic areas. Further analysis and consideration of this option is needed to determine whether it is feasible. Under this option, Madera County would continue to provide local recreational facilities and services.

I will keep you updated with any future issues concerning CSA-21 and if you have any questions, please do not hesitate to contact me.

Sincerely,



Ahmad M. Alkhayyat  
Director of Public Works

# Exhibit "A"

12/10/84

1 RESOLUTION NO. 84-599

2 WHEREAS, the Board of Supervisors of the County of Madera  
3 conducted a public hearing on December 10, 1984, at 9:30 A.M., to  
4 consider the formation of Madera County Service Area No. 21  
5 (Cascadel Woods), and

6 WHEREAS, the hearing was noticed as required by law, and

7 WHEREAS, the Board of Supervisors received no protests,  
8 either written or oral, to the formation of the proposed service  
9 area, or to the extension of the following described services,  
10 and

11 WHEREAS, the formation of the proposed service area was, on  
12 October 16, 1984, approved by the Madera County Local Agency  
13 Formation Commission,

14 NOW, THEREFORE, BE IT HEREBY RESOLVED that Madera County  
15 Service Area No. 21 (Cascadel Woods) be and it is established  
16 without an election.

17 BE IT FURTHER RESOLVED that the territory to be included  
18 within the service area shall be as described on Exhibit "A"  
19 attached hereto and incorporated herein.

20 BE IT FURTHER RESOLVED that the services to be provided  
21 within the service area shall be for the specific purpose of  
22 providing local recreation facilities and services only.

23 BE IT FURTHER RESOLVED that the formation of Service Area  
24 No. 21 (Cascadel Woods) is contingent upon the payment of all  
25 required costs and fees, including, but not limited to, the State  
26 Board of Equalization fee.

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The foregoing Resolution was adopted this 10th day of  
December, 1984, by the following vote:

Supervisor Kennedy voted:	<u>YES</u>
Supervisor Ginsburg voted:	<u>ABSTAIN</u>
Supervisor Hanhart McIntyre voted:	<u>YES</u>
Supervisor Lopez voted:	<u>YES</u>
Supervisor Darnell voted:	<u>YES</u>

GAIL HANHART MCINTYRE  
Chair  
Board of Supervisors

ATTEST:

WANDA BRADLEY (SEAL)  
Clerk, Board of Supervisors

The South 1/2 of Section 16, and the West 1/4 of the Southwest  
1/4 of Section 15, both in Township 8 South, Range 23 East, MDB&M

EXCEPTING THEREFROM, parcel numbers 2, 3, and 4 of Parcel Map  
No. 1064, recorded in Book 22 of maps at page 45, M.C.R.

ALSO EXCEPTING THEREFROM, parcel number 2 and 4 of Parcel Map  
No. 968, recorded in Book 21 of maps at pages 39-43, M.C.R.

ALSO EXCEPTING THEREFROM, parcels number 1 and 2 of Parcel Map  
No. 1358, recorded in Book 25 of maps at page 85, M.C.R.

ALSO EXCEPTING THEREFROM, parcel numbers 2 and 4 of Parcel Map  
No. 1221, recorded in Book 24 of maps at page 5, M.C.R.

ALSO EXCEPTING THEREFROM, parcel number 2 of Parcel Map No.  
1639, recorded in Book 25 of maps at page 101, M.C.R.

ALSO EXCEPTING THEREFROM, parcel numbers 1, 2, and 3 of Parcel  
Map No. 2228, recorded in Book 30 of maps at page 14, M.C.R.

Together with parcel number 1 of Parcel map No. 329, recorded  
in Book 16 of maps at page 146, M.C.R.

Area of proposed service area 270.78 acres

**EXHIBIT A**

# Exhibit "B"

## NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

PLEASE TAKE NOTICE that:

1. The County of Madera, for and on behalf of County Service Area No. 21 ["CSA 21"], intends to purchase that certain real property located in the State of California, County of Madera which is described on Exhibit "A" attached hereto.

2. The purchase price of said property shall be \$139,500.00 payable as follows:

- a. \$59,500.00 on or before June 1, 1985;
- b. \$928.88 per month, or more, for 10 years, commencing July 1, 1985 (computed at 7% interest).

3. The County of Madera intends to loan CSA 21 \$70,000.00 pursuant to California Government Code § 25210.9c to complete said purchase and assure the payment of the first year's monthly payments.

4. The repayment of said loan and the payment of all monthly payments will be funded entirely from assessments and charges levied against the properties located within CSA 21.

5. The County intends to contract with the Cascadel Woods Property Owners Association to manage, operate, and maintain said property, and to restrict usage of such property to residents of CSA 21.

6. The vendors of the property are Linda E. Martin, Arlon L. Moon, Dr. E. L. Moon, and Betty E. Moon.

7. The Board of Supervisors of the County of Madera will meet on April 16, 1985, at 10:00 a.m. to consummate the purchase of said property upon the terms and conditions set forth above.



EXHIBIT "A"

PARCEL NO. 1

Out Lot A in the Cascadal Woods Subdivision No. 4, according to the map thereof, recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

PARCEL NO. 2

Out Lot B in the Cascadal Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

PARCEL NO. 3

Out Lot C and Out Lot . in the Cascadal Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963 in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

PLEASE TAKE NOTICE that:

1. The County of Madera, for and on behalf of County Service Area No. 21 ["CSA 21"], intends to purchase that certain real property located in the State of California, County of Madera which is described on Exhibit "A" attached hereto.
2. The purchase price of said property shall be \$139,500.00 payable as follows:
  - a. \$59,500.00 on or before June 1, 1985;
  - b. \$928.88 per month, or more, for 10 years, commencing July 1, 1985 (computed at 7% interest).
3. The County of Madera intends to loan CSA 21 \$70,000.00 pursuant to California Government Code § 25210.9c to complete said purchase and assure the payment of the first year's monthly payments.
4. The repayment of said loan and the payment of all monthly payments will be funded entirely from assessments and charges levied against the properties located within CSA 21.
5. The County intends to contract with the Cascadel Woods Property Owners Association to manage, operate, and maintain said property, and to restrict usage of such property to residents of CSA 21.
6. The vendors of the property are Linda E. Martin, Arlon L. Moon, Dr. E. L. Moon, and Betty E. Moon.
7. The Board of Supervisors of the County of Madera will meet on April 16, 1985, at 10:00 a.m. to consummate the purchase of said property upon the terms and conditions set forth above.

# Exhibit "C"

C O P Y

RESOLUTION NO. 85-205

1  
2 WHEREAS, Madera County Service Area No. 21 (Cascadel Woods)  
3 ["CSA 21"] is in need of funds to acquire certain real property  
4 for the provision of local recreation facilities and services;  
5 and

6 WHEREAS, California Government Code § 25210.9c provides for  
7 the appropriation of money for use by a county service area for  
8 the acquisition of real property;

9 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of  
10 Supervisors of the County of Madera as follows:

- 11 1. That said Board approves the transfer of \$70,000 from  
12 the County's Insurance Trust Fund to a revolving fund  
13 and the use of said \$70,000 for the acquisition of that  
14 certain real property located within the State of  
15 California, County of Madera, described on Exhibit A  
16 attached hereto, on behalf of CSA 21.
- 17 2. That said \$70,000 is to be reimbursed, together with  
18 interest at the rate of 9% per annum, within five  
19 years, by equal annual charges and assessments levied  
20 against each of the parcels of property within CSA 21.
- 21 3. Said charges and assessments shall appear as separate  
22 items on the tax bills for each parcel of property  
23 within CSA 21 and shall be collected at the same time  
24 and in the same manner as ad valorem property taxes are  
25 collected.
- 26 4. The County Auditor-Controller be, and he hereby is,  
27 authorized to make such budgetary adjustments and  
28 transfers as are necessary to carry out the intent and

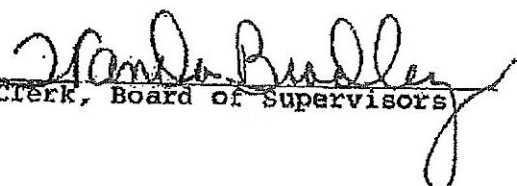
1 purpose of this Resolution.

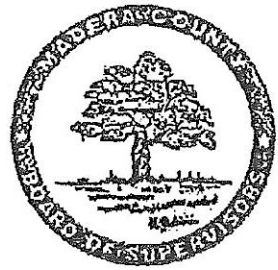
2 The foregoing Resolution was adopted this 21st day of  
3 May, 1985, by the following vote:

4 Supervisor Kennedy voted: Yes  
5 Supervisor Ginsburg voted: Yes  
6 Supervisor Hanhart McIntyre voted: Yes  
7 Supervisor Lopez voted: Yes  
8 Supervisor Darnell voted: Yes

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10   
11 Chairman  
12 Board of Supervisors

13 ATTEST:

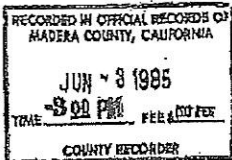
14   
15 Clerk, Board of Supervisors



# Exhibit "D"

RECORDING REQUESTED BY  
**BARFICO TITLE INSURANCE COMPANY**  
AND WHICH ACCORDING MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

10952



From The County of Madera  
Address Madera, CA.  
City & State *Clack of the Board*

Title Order No. Escrow No. 114106

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

The undersigned declares that the documentary transfer tax is \$0.00 and is computed on the full value of the interest or property conveyed, or is computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in  unincorporated area  city of \_\_\_\_\_ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

E. L. MOON AND BETTY E. MOON, husband and wife as Joint Tenants, as to Parcel Nos. 1 and 3 and ARLAN L. MOON, a single man, as to Parcel No. 2,

herby GRANT(S) to  
THE COUNTY OF MADERA, on behalf of County Service Area # 2.

the following described real property in the \_\_\_\_\_ unincorporated area of the  
county of Madera State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

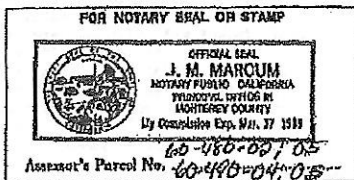
Dated May 22, 1985

*E. L. Moon*  
E. L. MOON  
*Betty E. Moon*  
BETTY E. MOON  
*ArLAN L. Moon*  
ARLAN L. MOON

STATE OF CALIFORNIA  
COUNTY OF Monterey ss.  
On this 22nd day of May 1985, before me the undersigned, a Notary Public in and for said County and State, personally appeared E. L. MOON, BETTY E. MOON and ARLAN L. MOON

\_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged the same.

*[Signature]*  
Signature of Notary



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name \_\_\_\_\_ Street Address \_\_\_\_\_ City & State \_\_\_\_\_  
DAL-1 (Rev. 8-82) **1828** PAGE **556**

PARCEL NO. 1

Out Lot A in the Cascadel Woods Subdivision No. 4, according to the map thereof, recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madara County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S  $\frac{1}{4}$  of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madara as a street right of way in that certain offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madara County Records, Document No. 7595.

PARCEL NO. 2

Out Lot B in the Cascadel Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madara County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S  $\frac{1}{4}$  of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madara as a street right of way in that certain offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madara County Records, Document No. 7595.

PARCEL NO. 3

Out Lot C and Out Lot E in the Cascadel Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963 in Book 9 of Maps, at pages 146 to 150, Madara County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S  $\frac{1}{4}$  of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madara as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madara County Records, Document No. 7595.

EXCEPTING THEREFROM a strip of land 60.00 feet in width lying in Outlot "G" shown on the Map of Tract No. 119, CASCADEL WOODS SUBDIVISION No. 4, recorded in Volume 9 at Page 146 in Madara County Official Records, lying in Section 16, T.8 S., R.23 E., M. D. B. & M. and more particularly described as follows:

Beginning at the Northwest Corner of Lot 41 of said Tract No. 119; THENCE N20°35'00"W, along the East line of Cascadel Drive, a distance of 60.29 feet; THENCE N75°02'00"E, parallel to and 60 feet from the Northerly line of said Lot 41, a distance of 124.09 feet; THENCE N62°05'00"E, parallel to and 60.00 feet from the Northwesterly line of Lot 40, a distance of 133.46 feet; THENCE N62°36'10"E, parallel to and 60.00 feet from the Northerly line of Lot 40, a distance of 147.99 feet; THENCE S27°23'50"E a distance of 60.00 feet; THENCE S62°36'10"W, along the Northerly line of said Lot 40, a distance of 147.72 feet, THENCE S62°05'00"W along the Northwesterly line of said Lot 40, a distance of 140.00 feet, to the North Lot Corner common to Lots 41 and 40; THENCE S75°02'00"W, along the North line of Lot 41, a distance of 125.00 feet, TO THE POINT OF BEGINNING.

Containing 0.36 acres more or less.

X John  
 K John  
 L John

BE IT HEREBY RESOLVED that the County of Madera, a political subdivision of the State of California, hereby accepts that certain deed dated the 28th day of June, 1985, executed by E. L. MOON and BETTY E. MOON, husband & wife as joint tenants, and ARLO L. MOON, a single man, (Cascadel Woods Subdivision #4, Lots A, B C & E) conveying to said County of Madera, the real property described therein and consents to the recordation of said deed.

The foregoing Resolution was adopted this 3rd day of June, 1985, by the following vote:

- Supervisor Kennedy voted: Yes
- Supervisor Ginsburg voted: Yes
- Supervisor Hanhart McIntyre voted: Yes
- Supervisor Lopez voted: Yes
- Supervisor Darnell voted: Yes

[Signature]  
Chairman  
Board of Supervisors

ATTEST:

Wanda Bradley  
Clerk, Board of Supervisors



END OF DOCUMENT

# Exhibit "E"

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.

26    ///

27    ///

28    ///

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-TEM  
Board of Supervisors

24 ATTEST:

25 Wanda Buckley  
26 Clerk, Board of Supervisors  
27  
28



CASCADEL PROPERTY OWNERS  
ASSOCIATION

By

*D. Paul ...*

Title

*Pres.*

545-52-0273  
Taxpayer I.D. or Social Security  
Number

Approved as to Legal Form:  
County Counsel

By \_\_\_\_\_

Approved as to Accounting Form:  
Auditor-Controller

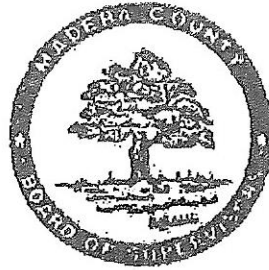
By \_\_\_\_\_

Approved as to Form: (CAO)

By \_\_\_\_\_

1 ATTEST:

2 Marisa Bradley  
3 Clerk, Board of Supervisors



4  
5 CASCADE PROPERTY OWNERS  
6 ASSOCIATION

7 By W. Keith McCune

8 Title PRESIDENT

9 570.50-2895  
10 Employer I.D. or Social  
11 Security Number

12 Approved as to Legal Form:  
13 County Counsel

14 By Greg Kambler

15 Approved as to Accounting Form:  
16 Auditor-Controller

17 By St. J. ...

18 Approved as to Form: (CAO)

19 By Harold ...  
20  
21  
22  
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26  
27  
28

CASCADEL PROPERTY OWNERS  
ASSOCIATION

By \_\_\_\_\_

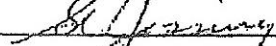
Title \_\_\_\_\_

Taxpayer I.D. or Social Security  
Number \_\_\_\_\_

Approved as to Legal Form:  
County Counsel

By 

Approved as to Accounting Form:  
Auditor-Controller

By 

Approved as to Form: (CAO)

By 