BOARD OF SUPERVISORS – COUNTY OF MARIPOSA

RESOLUTION NO. 71-108

BE IT RESOLVED that the County of Mariposa hereby accepts the improvements on Lake Don Pedro Subdivision Unit 2M subject to the following conditions incorporated herein by reference:

1. Letter dated December 17, 1971 from Boise Cascades Recreation Communities Corporation of Delaware re: Hold Harmless Agreement for Lots 462 and 466. (Exhibit 1)

2. Letter from W. J. Hanna & Sons dated December 16, 1971. (Exhibit 2)

3. Letter from James Liou, General Manager, Lake Don Pedro, dated December 16, 1971. (Exhibit 3)

4. Letter from Inter-County Title Co., dated December 17, 1971. (Exhibit 4)

5. Agreement between County and Boise Cascades concerning Water Line and $10,000 deposit for Performance of Work. (Exhibit 5)

6. Letter from Sierra Highlands Water Co. to Peter Artiero, dated November 11, 1971 (Exhibit 6)

7. Letter of Agreement from Boise Cascades, dated December 10, 1971, concerning Lower Merced Falls Road paving, including Performance Bond of $20,000. (Exhibit 7)

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 21st day of December 1971, by the following vote:
AYES: Davis, Hurlbert, Long, Moffitt, Richardson

NOES: None

ABSENT: None

NOT VOTING: None

Chairman of the Board

ATTEST:

GABRIELLE WILSON, County Clerk
and ex-officio Clerk of the
Board of Supervisors
December 17, 1971

Board of Supervisors
County of Mariposa

Attn: Dick Gimlin

Subject: Lake Don Pedro Subdivision - Unit 2-M, Lot 462

Gentlemen:

This letter is written to you in connection with the final acceptance by the County of road and other improvements constructed by Boise Cascade Recreation Communities Corporation of Delaware upon the subject subdivision, pursuant to a prior improvement agreement with the County.

In consideration of the County's acceptance of said improvement work and approval of final completion of the same, Boise Cascade Recreation Communities Corporation of Delaware hereby agrees to hold the County, its supervisors, officers, employees and agents and each of them harmless and to indemnify and defend the same from any and all claims or liabilities existing or which may arise in the future from the provision or construction of access, any failure to provide access, deficiency of access or other matters relating to access, regarding Lot 462 of said Unit 2-M of Lake Don Pedro Subdivision. This agreement also includes Lot 466 of said Subdivision.

This agreement is made and intended for the benefit of the County of Mariposa, its supervisors, officers and employees, and is not to inure to the benefit of any other person or entity.

BOISE CASCADE RECREATION COMMUNITIES CORPORATION OF DELAWARE

By

Robert M. Desky
Assistant Secretary

Exhibit 1
December 16, 1971

Board of Supervisors
Mariposa County
Mariposa, California

Subject: Lake Don Pedro - Unit 2M - Acceptance

ATTN: Frank Long - Chairman

With the following exceptions Unit 2M, Ranchito Drive, Merced Falls Road and Barret Cove Road South are ready for acceptance by Mariposa County:

1. Extensive hairline pavement cracking which appears to be minor but for which the County should retain the right of acceptance until the one year warranty expires.

2. Reservoir erosion problems from which the County should be held harmless by suitable commitment by Sierra Highlands Water Company.

3. Completion of base and pavement on that portion of Merced Falls Road fronting Unit 2M.

We do not take pride in presenting this work for acceptance by the County. It has been a long series of repairs due to over defective workmanship, but we do believe the County can accept it with no more than normal maintenance work anticipation.

Very truly yours,

Norris Udell
for W. J. Hanna & Son
by Daniel J. Weatherly

Exhibit #2
Board of Supervisors
Mariposa County
Mariposa, California

Gentlemen:

Boise Cascade has been informed by their contractor, Flintkote, that Norris Udell, Acting County Engineer for Unit 2-M, has approved their construction work pertaining to Unit 2-M Lake Don Pedro Subdivision and I therefore request that the Board of Supervisors review and accept Unit 2-M Lake Don Pedro.

I would like to point out that Mr. Udell's approval was conditional in that he has mentioned several items which he feels are necessary in order to have the unit complete.

The first item of concern is the paving of Lower Merced Falls Road which he feels is a commitment made by Boise Cascade. As previously mentioned, and evidenced by the Performance Bond which has been deposited with the County, Boise Cascade fully intends to meet this commitment should it be verified that this was the original intent. In view of the fact that this issue was not brought to light until approximately a month ago, which did not allow enough time for a proper review of the matter and paving of the road should it prove out to be Boise Cascade's responsibility, I therefore request that Unit 2-M be accepted with this contingency.

A second exception by Mr. Udell includes two potential erosion areas which are not part of the road construction nor Subdivision Agreement between Mariposa County and Boise Cascade. In addition, these items are potential problems rather than existing problems and in light of the fact the Boise Cascade is bonded for an additional year beyond acceptance, I request that these areas be observed during the coming winter and should they prove to be a problem, we would more than gladly repair them in the spring. These potential erosion areas are caused by an access road to Coronado Water Tank and an area which was subject to a previous overflow of the Central Tank of Sierra

Exhibit #3

a Boise Cascade Recreation Community
Highlands Water Company. Incidentally, Sierra Highlands Water Company has given the County a letter accepting full liability on any damage caused by any future flooding of this tank, however it is very unlikely that this will ever occur.

The third exception of Mr. Udell's concerns those driveways for Lot access which were not constructed due to severe cut banks which would make the driveways useless to prospective purchasers. Boise Cascade has developed alternate points of access for these lots and has discussed the matter with the District Attorney and the County Engineer indicating our plans for resolving these matters. Once again, I would like to point out that Boise Cascade is bonded for an additional year after acceptance.

Once again, I would like to point out that with the exception of Merced Falls Road, these items are not involved in the basic road construction of Unit 2-M which has been completed by Flintkote and request that the County Board of Supervisors accept for maintenance, the road system in Unit 2-M Lake Don Pedro Subdivision.

Very truly yours,

James J. Lium,
General Manager

JLL:cs

cc: Richard Gimblin
    Pete Artero
    Flintkote Company
December 17, 1971

Board of Supervisors
County of Mariposa
Mariposa County Courthouse
Mariposa, California

Gentlemen:

This is to advise you that pursuant to the terms of a Holding Agreement executed by and between Boise Cascade Recreation Communities Corporation of Delaware and the undersigned, we hold title to Lots 457, 459 and 461 of Lake Don Pedro Subdivision, Unit No. 2-M. We will hold title to Lot 466 of said Unit as soon as the pending rescission of said lot is completed.

Under the terms of the Holding Agreement, we have been instructed to retain title to said lots and not convey to anyone until we are in receipt of adequate evidence from the County of Mariposa that sufficient access has been provided for said lots.

Very truly yours,

INTER-COUNTY TITLE CO.,
TUOLUMNE-MARIPOSA DIVISION

Jack L. Lobaugh,
Vice-President

JLL:ckg
November 11, 1971

Mr. Peter Arturo, County Engineer
Mariposa County
Mariposa, California 95338

Re: Lake Don Pedro, Unit 2M
    Laredo Street - Drain Erosion

Dear Mr. Arturo:

We understand that your office is concerned about erosion in the drain along Laredo Street occasioned by the overflow of our Central Reservoir. It is the purpose of this letter to assure you that this is an abnormal condition and is being corrected.

Our booster stations are presently operated manually without the benefit of any automatic features and due to distance between pumps and reservoirs, it is difficult to prevent occasional spills. However, this condition is on its way to correction as we have a complete supervisory control system on order. This will automatically control the tank levels and prevent future spills. Until this is operational, we will exercise greater caution in manual operation to avoid repetition.

Should there be any damage occasioned in the future by overflow of this reservoir, we will accept full responsibility for its repair.

Very truly yours,

[Signature]

T. C. Binkley
President

TCB: jr

cc: G. W. Snyder
    J. Lium

Exhibit #6
AGREEMENT

THIS AGREEMENT, entered into this 2/31 day of December, 1971, by and between the Board of Supervisors of the County of Mariposa, State of California, hereinafter referred to as "County" and Boise Cascade Recreation Communities Corporation of Delaware, a Delaware corporation, hereinafter referred to as "Principal",

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement entitled "Subdivision Agreement for Unit 2-M, Lake Don Pedro Subdivision" on the 8th day of September, 1969; and

WHEREAS, the parties entered into an Amendment to said Agreement on the 23rd day of February, 1971, providing for certain amendments to the said Agreement; and

WHEREAS, among the work included in the said Amended Agreement was the installation of a water main along the lot lines of the lots lying between Zelma Way and Mercado Drive of the property forming a boundary between Unit 2-M of the Lake Don Pedro Subdivision and the property previously known as Unit 4-M; and

WHEREAS, County and Principal now deem it expedient and desirable to delete the said obligation from the original Subdivision Agreement for Unit 2-M of the Lake Don Pedro Subdivision and to have Principal perform such work pursuant to this Agreement and in connection with the works of improvement to be accomplished pursuant to that Agreement entered into the 21st day of September, 1971, between County and Principal relative to the construction of certain works of improvement
in connection with reversion to acreage of the subdivision
units of 4-M, 5-M and 6-M of the Lake Don Pedro Subdivision.

NOW, THEREFORE, County and Principal agree as follows:

1. The Subdivision Agreement dated September 8, 1969,
and the Amended Subdivision Agreement dated February 23, 1971,
are hereby amended in that the work of improvement of construc-
ting the said water line along the common boundary between
Unit 2-M and the subdivision previously known as Unit 4-M of
the Lake Don Pedro Subdivision between Zelma Way and Mercado
Drive is hereby deleted.

2. Principal hereby agrees to complete the said work of
improvement by installing a water main pursuant to the plans
and specifications on file with the County between Zelma Way
and Mercado Drive within the right-of-way to be constructed as
Torre Drive as shown on that certain map entitled "Reversion to
Acreage Plat of Lake Don Pedro Subdivision Unit No. 4-M" filed
for record on the 24th day of September, 1971, at page 1778 in
the Book of Maps of Mariposa County.

3. The estimated cost of the said work of improvement is
$10,000.

4. Principal agrees to complete the work of improvement
required within a period of twelve (12) months of the date of
this agreement.

5. In consideration of Principal's agreement to complete
the said work of improvement, County hereby releases Principal
from the obligation to complete the said work of improvement
pursuant to the Subdivision Agreement and Amended Subdivision
Agreement referred to above for Unit 2-M, Lake Don Pedro
Subdivision, dated September 8, 1969 and February 23, 1971,
and further agrees that the remainder of the works of improve-
ment under the said Agreement and Amended Agreement may be
presented to County for acceptance pursuant to the terms thereof.

6. Upon satisfactory completion of all improvements required under this Agreement in accordance with all applicable laws, ordinances, rules, and regulations of the State of California and County, County agrees to accept for maintenance the work of road improvements within the dedicated parcels shown on said final subdivision map subject to the provisions of Section 8 hereof. Principal understands and agrees that approval of the road improvement plans by County and its authorized officers, agents, and servants, does not relieve Principal of the responsibility for the correction of errors or omissions that may be contained in the improvement plans. If, during the course of construction of the improvements, the public interest requires a modification of these improvement plans, the County Engineer or County Road Commissioner shall have the authority to require such modification or departure and may specify the manner in which the same is to be made.

7. Principal shall give advance notice to the Road Commissioner and the County Surveyor of the date of commencement of the work of improvements, and of the proposed construction schedule of the same, and shall cooperate with the Road Commissioner and the County Surveyor to the end that said improvements are inspected by County during construction.

8. Principal agrees to remedy any defects in the improvement arising from faulty or defective materials or construction of said improvements occurring within twelve (12) months after acceptance thereof.
9. Principal covenants to defend, indemnify and hold harmless County from any and all loss, damage, or liability resulting from Principal's performance or nonperformance of this Agreement, or from Principal's negligence of Principal's agents, servants and employees. Further, Principal covenants to defend, indemnify and hold harmless County from any and all loss, damage or liability resulting from any claim arising with regard to the reversion to acreage of the subject territory from the recorded maps or from performance by County of its obligations pursuant to this Agreement.

10. If the construction of the work of improvement should be delayed without fault of Principal, the time for the completion thereof may be extended by County for such period of time as County may deem reasonable.

11. Principal has deposited with County a cash deposit of $10,000, receipt of which is hereby acknowledged by County securing the faithful performance by Principal of the provisions of this Agreement. Such deposit covers all matters specified in Business and Professions Code, Section 11612.1, to wit: (a) performance of work covered by this Agreement, (b) performance of any changes or alterations in such work provided that all such changes or alterations do not exceed ten percent (10%) of the original estimated cost of improvement, (c) maintenance of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the contract with County. The provisions of Business and Professions Code, Sections 11612, 11612.1 and 11612.2 apply to the said deposit.

12. County agrees that no additional inspection fee shall be required on account of the said work of improvement inasmuch
as fees have previously been deposited with County in connection
with the above-mentioned agreements.

13. Any extension of the time hereunder shall not operate
to release the surety on any bond filed pursuant to this Agree-
ment and, in this connection, the surety on each such bond
agrees to waive the provision of Section 2819 of the Civil
Code of the State of California.

14. Principal warrants that it is a corporation duly author-
ized to do business in the State of California, and it is the
owner of the subject territory.

IN WITNESS WHEREOF, the parties have executed this Agreement
the day and year first above written.

COUNTY OF MARIPOSA, a political sub-
division of the State of California

By

Chairman of the
Board of Supervisors

BOISE CASCADE RECREATION COMMUNITIES
CORPORATION OF DELAWARE, a Delaware
corporation

By

James J. Liim
Authorized Agent

-5-
<table>
<thead>
<tr>
<th>V</th>
<th>Qty. Ord'D</th>
<th>Qty. Rec'D</th>
<th>Stock Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>Cash Deposit to insure completion of the water system on Torre Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>as per agreement between Boise and Mariposa County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td>dated December 21, 1971</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,000.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OUR ORDER NO. MUST APPEAR ON ALL SHIPMENTS AND PACKAGES RELATIVE TO THIS ORDER.

DATE RECEIVED: [ ]
RECEIVED BY: [ ]

PLEASE SEND COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING.

PURCHASE ORDER