

AGREEMENT BETWEEN ARROWHEAD LAKE ASSOCIATION AND THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

This Agreement ("Agreement") is made between The Regents of the University of California, ("University") and Arrowhead Lake Association, a California Nonprofit Corporation ("ALA"). The University and ALA are sometimes referred to as a "Party" and are sometimes collectively referred to as "Parties" in this Agreement.

UCLA Bruin Woods Family Resort

- A. The University owns the UCLA Conference Center ("Conference Center") located in Arrowhead Woods, which was recently renamed the UCLA Lake Arrowhead Lodge ("Lodge") The University has a program called the "Bruin Woods Program, ("BWP"). Participation in the BWP is limited to UCLA staff, students and alumni.
- B. The University has represented to ALA that the BWP guests and UC Affiliates and Alumni come to the Lodge to attend educational programs. This Agreement shall apply to guests of the BWP and UC Affiliates and Alumni when they are attending educational programs. Guests of the BWP and UC Affiliates and Alumni remain subject to the requirements set forth in the 1984 Statement of Understanding, the 1987 Statement of Understanding which are described below.
- C. The Parties desire to set forth the rights and obligations of ALA, the University and the BWP guests and UC Affiliates and Alumni in this Agreement.

RECITALS

Prior Agreements Between the Parties

- D. On or about July 26, 1984, the Parties entered into a Statement of Understanding ("1984 SOU") concerning the proposed purchase of a double dock site and physical slips by University of California Los Angeles Conference Center and the University's uses of the dock sites. The 1984 SOU concerns the University's purchase of a double dock in the Tavern Bay area of Lake Arrowhead. Ultimately, the University purchased docks N-331C&D in 1984 and docks N-333A&B in 1987 (collectively, the "University Docks").
- E. The 1984 SOU contains several material terms, including that the University will limit the use of its dock and surrounding beach area to no more than 15 UC Affiliates and Alumni guests and 4 supervising University employees at any time. This Agreement does not supersede or replace the 1984 SOU, which remains valid and enforceable between the Parties.
- F. On or about May 29, 1987, the Parties entered into a Statement of Understanding ("1987 SOU") concerning the purchase of the additional dock site (N-333A&B) and the University's use of that dock site. The 1987 SOU contains several material terms,

including that the University will limit the use of its dock and surrounding beach area to no more than 15 UC Affiliates and Alumni guests and 4 supervising University employees at any time. This Agreement does not supersede or replace the 1987 SOU, which remains valid and enforceable between the Parties.

- G. The effect of both the 1984 SOU and the 1987 SOU is that the University may have a maximum total of 30 UC Affiliates and Alumni guests and 8 University employees using the University Docks and the surrounding beach areas at any given time. Additionally, pursuant to the 1984 SOU and the 1987 SOU, the University may not have more than two (2) boats at each of the University Docks. At dock N-331C&D, one boat may be used for waterskiing. At dock N-333A&B, one boat may be used as a waterski boat, but it will only be used for waterskiing if the other waterski boat is unavailable. The other boat located at N-333A&B must be a pontoon boat.
- H. Lodge guests and UC Affiliates and Alumni guests are not allowed to access the trails, ALA Beach Clubs or any other ALA Property.

AGREEMENT OF THE PARTIES

NOW, THEREFORE, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. **Term.** This Agreement shall last from the date of execution of this Agreement by the last party to sign it until December 31, 2030.
2. **Fishing.** BWP guests and UC Affiliates and Alumni shall be allowed to fish from the University's boats. The University agrees to make an annual donation to ALA for use towards fish stocking of Lake Arrowhead. The annual donation shall be as follows:
 - a. \$9,600 for 2021, due no later than December 31, 2021;
 - b. \$10,100 for 2022, due no later than December 31, 2022;
 - c. \$10,600 for 2023, due no later than December 31, 2023;
 - d. \$11,100 for 2024, due no later than December 31, 2024;
 - e. \$11,600 for 2025, due no later than December 31, 2025;
 - f. \$12,100 for 2026, due no later than December 31, 2026;
 - g. \$12,600 for 2027, due no later than December 31, 2027;
 - h. \$13,100 for 2028, due no later than December 31, 2028;
 - i. \$13,600 for 2029, due no later than December 31, 2029; and
 - j. \$14,100 for 2030, due no later than December 31, 2030;
3. **Annual Dock/Slip Fees and Boat Fees.** As the owner of four (4) dock slips, the University must pay dock/slip fees each year at the annual rate as set forth by ALA for each year. The University may register up to four (4) power boats at the annual rate as set forth by ALA for each calendar year.
4. **Use of Kayaks.** BWP and UC Affiliates and Alumni guests shall only be allowed to use kayaks if they are escorted by a University Kayak Guide on a Kayak Tour. Each University Kayak Guide must be listed as such in the ALA membership system under

the University. Each University Kayak Guide must have an ALA Boat Operator License and carry it while on the lake. A maximum total of five (5) BWP guests and UC Affiliates and Alumni guests are allowed per Kayak Tour. BWP guests and UC Affiliates and Alumni are not required to have an ALA Boat Operator License to participate in the tour.

5. **Kayak Fees.** The University will pay ALA a fee for the use of a maximum of eight (8) kayaks in the Kayak Tours as described in this agreement. The kayak fee shall be One Thousand Dollars (\$1,000) per month, or any portion of a calendar month, that Kayak Tours are conducted.
6. **No Commercial Use of ALA Property.** This Agreement applies solely to guests of the BWP and UC Affiliates and Alumni who are staying at the Lodge. Any other guests of the University shall not have any access to any ALA property, the University Docks, the trails or Lake Arrowhead for any purpose including but not limited to fishing, swimming, boating or kayaking.
7. University will make reasonable efforts to supervise the actions and behaviors of BWP guests and UC Affiliates and Alumni fishing, swimming, boating or kayaking on Lake Arrowhead. The University shall be responsible for its BWP guests and UC Affiliates and Alumni to the same extent of as other ALA members are responsible for their guests. University employees who supervise those BWP guests on or near the water shall be appropriately qualified in water safety.
8. University will make reasonable efforts to minimize and control disruption of neighbors from groups of BWP guests and UC Affiliates and Alumni walking to and from and utilizing the University Docks and/or boats.
9. All BWP guests and UC Affiliates and Alumni fishing, swimming, boating or kayaking or otherwise using ALA property shall be subject to all ALA Bylaws, rules and regulations.
10. All University boats, whether used for fishing or otherwise, will be operated under ALA's Bylaws, rules and regulations applying to all boat owners on Lake Arrowhead. Boats will be operated only by University employees who have successfully passed qualifying tests of the type required of all boat operators on Lake Arrowhead.
11. University shall be subject to the ALA Short Term Rental ("STR") rules prohibiting STR guests from accessing any ALA property including, but not limited to, the trails, Lake Arrowhead, the Beach Clubs and the Parks.
12. University shall maintain public liability insurance to cover its negligent acts or omissions or those of its officers, agents, employees, students, invitees and guests while using the University Docks and immediately surrounding beach, while using Lake Arrowhead while engaged in University activities.

The liability coverage shall be \$2 million for any one accident and for property damage. University shall furnish ALA with certificates evidencing such coverage or a certificate of self-insurance, which will provide coverage to, and name ALA as, an additional insured.

13. Each of the Parties to this Agreement represents and warrants to the other party that it is duly authorized to execute and deliver this Agreement on behalf of the entity in accordance with the governing documents of the respective entity and that this Agreement is binding upon each entity that is a party to this Agreement. Each party to this Agreement covenants and warrants that the officer who executes this Agreement on behalf of the respective entity that is a party to this Agreement has full right and authority to enter into this Agreement. Each party to this Agreement shall indemnify and hold the other party harmless from any claim/litigation (including reasonable attorney's fees in defense of such claim/litigation) from any of the party's membership challenging each party's right to enter into this Agreement.
14. This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding in effectiveness to all parties.
15. The terms of this Agreement may only be changed or amended in writing and signed by all Parties to this Agreement.
16. This Agreement is personal to the parties, and any transfer, assignment, conveyance, encumbrance or hypothecation by either party hereto shall confer no rights or obligations on any successors, heirs, assignees or lessees of either party without the other party's prior written consent.
17. University shall defend, indemnify and hold harmless ALA, its officers, employees and agents from and against all losses and expenses, including costs of reasonable attorneys' fees, by reason of liability imposed by law upon ALA for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement to the extent such losses or expenses are due to the negligent acts or omissions of the University, its officers, agents or employees.

If any third party brings legal action against ALA and challenges the right of University to use ALA's property as contemplated herein and/or challenges ALA's right to permit such use, then the University agrees to pay attorney fees and costs to defend ALA at the University's sole cost, but not to indemnify or hold ALA harmless in any such action.

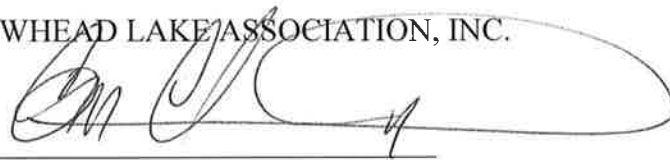
18. This Agreement shall not be recorded. This Agreement may be executed in any manner of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of 11/24/2021, 2021.

By: DYLAN MATTESON, DIRECTOR UCLA LAKE ARROWHEAD
[Name, Title] 

ARROWHEAD LAKE ASSOCIATION, INC.

By: 
Gary Clifford, ALA President