

4 member committee
Ad Hoc

State Approval
Process

CDPR APPROVAL PROCESS

From the Operating Agreement with CDPR

Upon written permission of State, EPRD may improve the Premises by constructing and operating ski area facilities as defined under the Mitigated Negative Declaration done for the Plumas-Eureka Ski Bowl (State Clearinghouse #2006052066). These facilities shall not adversely affect the use and enjoyment of the Premises by the public. EPRD agrees to provide State a cohesive operations and management plan consistent with the criteria set forth in Exhibit C, Operations and Facility Management Plan, attached to and made part of this Operating Agreement. ✓

A. At no cost or expense to State, EPRD may undertake new construction, reconstruction, alteration, and maintenance to enhance public recreation facilities subject to prior written approval by State. In the event that EPRD desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), written approval by State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process. All modifications and additions shall be made in accordance with State's standards for construction and completion of improvements. Further, all Alterations shall be made in accordance with State's general planning principles and with all applicable state and federal laws, rules and regulations.

B. Once prior approvals, including permits have been received as required herein above, and the work on any Alteration has begun, EPRD shall prosecute to completion with reasonable diligence all approved Alterations. All work shall be performed in a professional manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of EPRD, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved Alterations. EPRD shall comply with public bidding requirements as set forth in the California Public Contract Code. → Insurance

C. For all Alterations erected on the Premises by EPRD, upon completion of construction, EPRD shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens or stop notices; (4) submit a verified accounting of the cost for Alterations, excluding equipment and trade fixtures that are the personal property of EPRD; and (5) submit a verified report demonstrating full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles I, II and III.

Ski Hill Committee in January

D. Title to all Alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and, upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to EPRD. EPRD agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to EPRD, that EPRD must remove any Alterations that are peculiar to EPRD's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, EPRD shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations.

