

**Exhibit – B**

**VEHICLE/VESSEL LEASE AGREEMENT**

**RECITALS**

This Lease is entered into as of this 1st day of August 2019 by and between County of Monterey, hereinafter referred to as “COUNTY” and Urban Park Concessionaires, dba Monterey Lakes Recreation Company, (hereinafter referred to as the “CONTRACTOR” (collectively, the “Parties”, or individually, “Party”)

**ARTICLE 1: DESCRIPTION IN SCHEDULE**

1.1 The property to be leased is described in the attached Schedule A (“Property”)

**ARTICLE 2: TERM OF LEASE**

- 2.1 The Initial Term of this Lease is from the date of final execution of the Lease through and including December 31, 2026, so long as the Management Agreement between the Parties is in effect.
- 2.2 The Initial Term shall automatically extend for the same extension period as the Management Agreement between the parties, if amended pursuant to Section 41 of the Management Agreement.

**ARTICLE 3: PAYMENTS BY CONTRACTOR**

3.1 The amount of monthly rental payments is \$1.00 per vehicle, per year. CONTRACTOR shall make rental payments at County’s address as set forth above or at any place that may be designated by COUNTY. All rental payments shall be due and payable in advance on the first day of July thereafter during the term of this Lease.

**ARTICLE 4: OWNERSHIP**

- 4.1 This Lease constitutes a lease or bailment of the Property described and not a sale or the creation of a security interest. CONTRACTOR shall not have, or at any time acquire any right, title, or interest in the property except the right to possession and use as provided for in this Lease. COUNTY shall at all times be the sole owner of the property. However, CONTRACTOR shall be allowed, but not required, to transfer title to all Property, at CONTRACTOR’s expense to CONTRACTOR for insurance purposes. At termination of this Lease, CONTRACTOR shall transfer title, as appropriate, to all Property back to COUNTY, at CONTRACTOR’s expense.
- 4.2 CONTRACTOR authorizes COUNTY to file and record a UCC-1 financing statement to establish the respective rights between the parties regarding the Property. In addition,

CONTRACTOR agrees to show COUNTY as a lien holder on all titles for the vehicles/vessels that are part of the Property with the California Department of Motor Vehicles.

#### **ARTICLE 5: OPERATING EXPENSES**

- 5.1 CONTRACTOR shall be responsible for all expenses in connection with the operation of the Property.

#### **ARTICLE 6: MAINTENANCE AND REPAIRS**

6.1 **CONTRACTOR Responsibility:**

CONTRACTOR shall assume all obligations and liability with respect to the possession of the Property, and for its use, operation, condition, and storage during the lease term. CONTRACTOR shall, at CONTRACTOR's expense, maintain the Property in good mechanical condition and running order, allowing for reasonable wear and tear. The rent on any item shall not be prorated or abated while the Property is being serviced or repaired. COUNTY shall not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Property.

CONTRACTOR's regular operating expenses incurred under this Lease, other than those costs identified under Article 13 below shall be included in CONTRACTOR's Profit & Loss (P&L) statement as defined under the Management Agreement Section 20.

6.2 **Accessions:**

All installations, replacements, and substitutions of parts or accessories with respect to any of the Property shall constitute accessions and shall become part of the Property and shall be owned by COUNTY. CONTRACTOR shall obtain written permission of COUNTY before any changes are made to the Property or before any additional parts or accessories are installed on any of the Property.

#### **ARTICLE 7: USE OF PROPERTY**

7.1 **Rights of CONTRACTOR:**

CONTRACTOR shall be entitled to the absolute right to use, operation, possession, and control of the Property during the term of this Lease, provided CONTRACTOR is not in default of any provision of this Lease or subject to any security interest COUNTY may have given or may give to any third party during the term of this Lease.

CONTRACTOR shall employ and have absolute control, supervision and responsibility over any operators or users of the Property. However, all Property shall only be used, maintained and kept (except for removal for short periods of repairs or as otherwise approved by COUNTY) at the Resort Operations in order for CONTRACTOR to provide

the services pursuant to the terms of the Management Agreement. Use of the Property for any other purpose is a material breach of this Lease.

**7.2 Duties of CONTRACTOR:**

CONTRACTOR shall use the Property in a careful and proper manner and shall not permit any Property to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Property. CONTRACTOR agrees to reimburse COUNTY in full for all damage to COUNTY, its employees, and its agents. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

**7.3 Commercial Use Limitations:**

CONTRACTOR represents and warrants that the Property will be used for commercial or business purposes only as contemplated under the Management Agreement.

**7.4 Damage or Loss of Property:**

CONTRACTOR shall be responsible for the risk of loss, damage or destruction of the Property during the Lease term and until the Property has been returned to COUNTY. If the Property is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority, or is stolen, abandoned, or subject to undue peril, CONTRACTOR will immediately notify COUNTY in writing of the occurrence or condition.

**ARTICLE 8: COUNTY'S RIGHT OF INSPECTION AND REPAIR**

**8.1 Inspection and Repair:**

COUNTY, at its discretion during CONTRACTOR's regular business hours shall have the right to inspect the Property. If any Property covered by this Lease is not being properly maintained in the sole opinion of COUNTY, COUNTY shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of CONTRACTOR. All property will be inspected, mutually agreed upon status of repairs, and documented in writing prior to the commencement of the contract.

**ARTICLE 9: ASSIGNMENT OF COUNTY'S WARRANTIES**

**9.1 Warranty Assignment:**

COUNTY shall assign to CONTRACTOR all manufacturer, dealer, or supplier warranties applicable to the Property to enable CONTRACTOR to obtain any warranty service available for the Property. COUNTY appoints CONTRACTOR as COUNTY's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by CONTRACTOR shall

be at the expense of CONTRACTOR and shall in no way render COUNTY responsible to CONTRACTOR for the performance of any warranties.

## **ARTICLE 10: TAXES AND OTHER CHARGES**

### **10.1 Taxes:**

CONTRACTOR shall pay on or before their due dates, all sales taxes, use taxes, personal property taxes, business personal property taxes, vehicle taxes and assessments, or other direct taxes or governmental charges imposed on the Property. CONTRACTOR shall promptly notify COUNTY and send COUNTY copies of any notices, reports, and inquiries from taxing authorities concerning delinquent taxes, fees, or other charges received, or assessments received by CONTRACTOR.

### **10.2 Other Charges:**

CONTRACTOR shall be liable for any fees for licenses, registrations, permits, and other certificates as may be required for the lawful operation of the Property. All certificates of title shall initially be applied for in the State of California and shall be issued and maintained in the name of CONTRACTOR, as lessee. CONTRACTOR is responsible for the payment in a timely manner of all fines (such as parking tickets) related to the Property during the term of the Lease.

### **10.3 Taxes Paid by County:**

If any taxing authority requires that a tax as set forth in Paragraph 10.1, above, be paid to the taxing authority directly by COUNTY, CONTRACTOR shall, on notice from COUNTY pay to COUNTY the amount of the tax, together with the next rent installment.

## **ARTICLE 11: CONTRACTOR'S INSPECTION**

### **11.1 Inspection by CONTRACTOR:**

CONTRACTOR agrees that it shall be conclusively presumed, as between COUNTY and CONTRACTOR, that CONTRACTOR has fully inspected the Property and acknowledges that the Property is in good condition and repair, and that CONTRACTOR is satisfied with and has accepted the Property in such good condition and repair, as per mutual agreement and documented inspection methodology.

## **ARTICLE 12: INSURANCE**

### **12.1 CONTRACTOR Duty to Insure:**

CONTRACTOR shall procure, and thereafter maintain, sufficient property and liability insurance coverage to protect COUNTY and CONTRACTOR from public liability and property damage resulting from the Property in amounts no less than one (1) million for

each occurrence and three (3) million in the aggregate. CONTRACTOR shall not commit or permit the commission of any acts on the neither Property nor use or permit the use of the Property in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Property or improvements thereon. CONTRACTOR will obtain comprehensive and collision coverage, including fire and theft insurance in an amount equal to the fair market value. CONTRACTOR agrees to cause the insurance company to name COUNTY as “Loss Payee” on the comprehensive and collision coverage’s and to provide COUNTY as an “Additional Insured” for all liability coverage. The insurance policy must provide COUNTY with thirty (30) days notice of any cancellation, reduction, or other material change in coverage. CONTRACTOR appoints COUNTY as its attorney-in-fact to arrange for and procure payment of insurance proceeds directly with each insurance company and to provide an insurance policy hereunder and to endorse, present, and collect insurance proceeds checks, the appointment being irrevocable and coupled with an interest.

**12.2 Excess Liability Indemnity:**

CONTRACTOR shall indemnify and hold COUNTY, its agents, and employees, harmless from against all loss, liability, and expense, including reasonable attorney’s fees, in excess of the provided limits of liability insurance for bodily injury (including death) or property damage caused by or arising out of the leasehold interest, maintenance, use or operation of the Property. CONTRACTOR shall further indemnify and hold harmless COUNTY, its agents, and employees, from and against loss, liability, and expense, including reasonable attorneys’ fees, because of CONTRACTOR’s failure to comply with any terms, provisions, and conditions of any insurance policy insuring COUNTY and CONTRACTOR, or because of CONTRACTOR’s failure to comply with the terms and provisions of this article.

**ARTICLE 13: INDEMNIFICATION AND LIABILITY**

**13.1 All Liability Assumed by CONTRACTOR:**

CONTRACTOR assumes all risk and liability for the loss of or damage to the Property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the Property. Nothing in this Lease shall authorize CONTRACTOR or any other person to operate any of the Property so as to impose any liability or other obligation on COUNTY.

**13.2 CONTRACTOR Duty to Indemnify:**

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, and employees from all claims, loss, or damage COUNTY may sustain or suffer for any of the following reasons:

- a) The loss of or damage to any of the Property for any cause; or

- b) The injury to or death of any person including but not limited to agents or employees of CONTRACTOR; or
- c) Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of any Property.

CONTRACTOR shall reimburse COUNTY for all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorneys' fees, imposed on or incurred by COUNTY because of CONTRACTOR's use or operation of any Property, or because of the failure by CONTRACTOR to perform any of the Lease terms.

**13.3 Obligations Survive Lease Term:**

The indemnities and assumptions of risk, liabilities, and obligations by CONTRACTOR arising under the Lease during the Lease's term shall continue in effect after the termination of Lease, regardless of the reason for termination.

**ARTICLE 14: ACCIDENT, LOSS OF PROPERTY, OR DAMAGE TO PROPERTY**

**14.1 Notification to COUNTY:**

If any Property covered by this Lease is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its operation, use, maintenance, or possession, CONTRACTOR shall promptly notify COUNTY of the occurrence, and shall file all necessary accident reports, including those required by law and those required by insurers of the Property.

**14.2 Cooperation in Defense of Claims:**

CONTRACTOR, its employees, and agents shall cooperate fully with COUNTY and all insurers providing the insurance under this Lease in the investigation and defense of any and all claims or suits. CONTRACTOR shall promptly deliver to COUNTY any and all papers, notices, and documents served on or delivered to CONTRACTOR, its employees, or its agents in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against CONTRACTOR, COUNTY, or both concerning the Property.

**14.3 Fair Market Value:**

If any Property becomes lost, stolen, destroyed, or damaged beyond repair, CONTRACTOR shall pay COUNTY the fair market value, less any net proceeds of insurance for the property received by COUNTY. Upon payment, this Lease shall terminate with respect to that item of Property and CONTRACTOR shall become entitled to the Property on an "as-is-where-is" basis, without warranty, express or implied, for any matter whatsoever.

**ARTICLE 15: ASSIGNMENT**

**15.1 Assignment or Subletting by CONTRACTOR:**

CONTRACTOR shall not assign this Lease or any properties described in it, or assign any interest in the Lease or Property, or sublet any of the Property without the express written consent of COUNTY.

**ARTICLE 16: ACTIONS CONSTITUTING DEFAULT**

**16.1 CONTRACTOR in Default:**

COUNTY, at its option, may by written notice to CONTRACTOR declare CONTRACTOR in default on the occurrence of any of the following:

- a) Failure by CONTRACTOR to make payments or perform any of its obligations under this Lease; or
- b) Institution by or against CONTRACTOR of any proceeding in bankruptcy or insolvency, or the reorganization of CONTRACTOR under any law, or the appointment of a receiver or trustee for the goods and chattels of CONTRACTOR, or any assignment by CONTRACTOR for the benefit of creditors; or
- c) Expiration or cancellation of any insurance policy to be paid for by CONTRACTOR as provided for under the terms of this Lease; or
- d) Involuntary transfer of CONTRACTOR's interest in this Lease by operation of law; or
- e) Termination of the Management Agreement for any reason.

**ARTICLE 17: RIGHTS, REMEDIES, AND OBLIGATIONS ON DEFAULT**

**17.1 COUNTY Rights and Remedies:**

After the default of CONTRACTOR, and on notice from COUNTY that CONTRACTOR is in default, COUNTY shall have the following options:

- a) To terminate the Lease and CONTRACTOR's rights under the Lease; or
- b) To declare the balance of all unpaid rent and all other charges of any kind required of CONTRACTOR under the Lease to be due and payable immediately, in which event COUNTY shall be entitled to the balance due together with interest at the rate of 1.5% per month from the date of notification of default to the date of payment; or
- c) To repossess the Property without legal process free of all rights of CONTRACTOR in and to the Property. CONTRACTOR authorizes COUNTY or COUNTY's agent to enter on any premises where the Property is located and repossess and remove it. CONTRACTOR specifically waives any right of action CONTRACTOR might otherwise have arising out of the entry and repossession, and releases COUNTY of

any claim for trespass or damage caused by reason of the entry, repossession, or removal.

**17.2 CONTRACTOR Obligation for COUNTY's Costs:**

After default, CONTRACTOR shall reimburse COUNTY for all reasonable expenses of repossession and enforcement of COUNTY's rights and remedies, together with interest at the rate of 1.5% percent per month from the date of payment.

**17.3 Remedies Cumulative:**

The remedies of COUNTY shall be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy.

**17.4 Effect of Forbearance:**

No failure on the part of COUNTY to exercise any remedy or right and no delay in the exercise of any remedy or right shall operate as a waiver. No single or partial exercise by COUNTY of any remedy or right shall preclude any other or further exercise of that remedy or right or the exercise of any other rights or remedies. No forbearance by COUNTY to exercise any rights or privileges under this Lease shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. Acceptance by COUNTY of rent or other payments made by CONTRACTOR after default shall not be deemed a waiver of COUNTY's rights and remedies arising from CONTRACTOR's default.

**17.5 Forfeiture of CONTRACTOR Interest on Default:**

Upon default, for any reason, CONTRACTOR and CONTRACTOR's successor in interest shall have no right, title or interest in the Property, its possession, or its use. COUNTY shall retain all rents and other payments of any kind made by CONTRACTOR under the Lease.

**ARTICLE 18: RETURN OF PROPERTY ON EXPIRATION**

**18.1 CONTRACTOR Return of Property:**

Upon the expiration date of this Lease with respect to any or all of the Property, CONTRACTOR shall return the property to COUNTY, together with all accessories, free from all damage and in the same condition and appearance as when received by CONTRACTOR, allowing for ordinary wear and tear. If CONTRACTOR fails or refuses to return the equipment to COUNTY, COUNTY shall the right to take possession of the Property and for that purpose to enter any premises where the Property is located without being liable in any suit, action, defense, or other proceedings to CONTRACTOR.

## ARTICLE 19: LIENS

### 19.1 Encumbrances or Liens Notice:

CONTRACTOR shall not pledge, encumber, create a security interest in, or permit any lien to become effective on any Property. If any of these events take place, CONTRACTOR shall be deemed to be in default at the option of COUNTY. CONTRACTOR shall promptly notify COUNTY of any liens, charges, or other encumbrances of which CONTRACTOR has knowledge. CONTRACTOR shall promptly pay or satisfy any obligation from which any lien or encumbrance arises, and shall otherwise keep the property and all right, title, and interest free and clear of all liens, charges, and encumbrances. CONTRACTOR shall deliver to COUNTY appropriate satisfactions, waivers, or evidence of payment.

## ARTICLE 20: NOTICES

### 20.1 Service of Notice:

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either Party by the other Party shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, to the addresses identified in the Lease. Either Party may change its address for the purpose of this Paragraph by giving written notice of the change to the other Party in the manner provided in this Paragraph.

## ARTICLE 21: AMENDMENT OR MODIFICATION

### 21.1 Method of Amendment or Modification

Additional property may from time to time be added as the subject matter of this Lease as agreed on by both Parties. Any additional property shall be added to the attached Schedule A in an amendment describing the Property, the rental, the term of the leasing period, security deposit, and stipulated loss value of additional property. All amendments to any attached Schedule(s) must be in writing and signed by both Parties. Other than by this amendment procedure, this Lease shall not be amended, modified, or altered in any manner except in writing signed by both Parties.

## ARTICLE 22: ENTIRE AGREEMENT

### 22.1 Incorporation by Reference:

This Lease and any attached Schedule(s), which is incorporated by reference and made an integral part of the Lease, constitute the entire Agreement between the Parties. No agreements, representations, or warranties other than those specifically set forth in this

Lease or in the annexed Schedule(s) shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

**ARTICLE 23: GOVERNING LAW**

**23.1 Venue/Choice of Law:**

This Lease shall be deemed to be executed and delivered in Monterey County, California and governed by and construed in accordance with the laws of California.

**ARTICLE 24: EFFECT ON SUCCESSORS**

**24.1 Successors:**

This Lease and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of the Parties to this Lease. Nothing contained in this Paragraph shall be construed as consent by COUNTY to any assignment of this Lease or any interest therein by CONTRACTOR except as provided in Paragraph 15.1 of this Lease.

**ARTICLE 25: TIME OF ESSENCE**

**25.1 Time:**

Time is of the essence in this Lease and in each provision contained within, and each provision is made and declared to be a material, necessary, and essential part of this Lease.

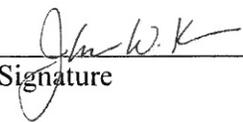
**ARTICLE 26: SEVERABILITY CLAUSE**

**26.1 Agreement Survives Partial Invalidity:**

If any provisions of this Lease or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Lease and the application of the provisions to the other parties or circumstances shall remain valid and in full force and effect.

Dated: \_\_\_\_\_

URBAN PARK CONCESSIONAIRES

  
\_\_\_\_\_  
Signature

John Koeberer  
\_\_\_\_\_  
Printed Name

Lease or in the annexed Schedule(s) shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

**ARTICLE 23: GOVERNING LAW**

23.1 **Venue/Choice of Law:**

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**ARTICLE 24: EFFECT ON SUCCESSORS**

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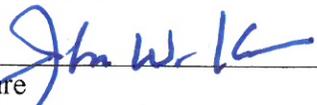
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Dated: 7/11/19

URBAN PARK CONCESSIONAIRES

  
Signature

JOHN W. KOEBERER, CHAIR  
Printed Name

Chief Executive Officer, Chair

Title:

Dated: July 10, 2019

COUNTY OF MONTEREY

Signature

*Michael R. Dene*

Printed Name

CONTRACTS/PURCHASING OFFICER  
COUNTY OF MONTEREY

Title:

Approved as to Form:  
County Counsel

By: *[Signature]*  
Deputy County Counsel

Reviewed as to fiscal provisions

*[Signature]*  
Auditor-Controller  
County of Monterey

7-10-19

**SCHEDULE - A**

**Description of Property**

**The following is a tentative list of Vehicles and Vessels assigned to CONTRACTOR, subject to final revision and approval by Parties.**

**Vehicles:**

VEHICLE MAKE	YEAR	COUNTY #	COLOR	VIN
Chrysler Town & Country	2010	6LYBS17	Blue	2A4RR5D19AR306807
Dodge	2001	01E014	White	1B7HC16Y41S235052
Dodge	2002	02E009	White	3B7KF23Z02M254756
Dodge	2001	01E017	White	1B7GG26X91S258548
Dodge	2001	01E020	White	1B7HC16Y31S249220
Dodge	2002	02E007	White	3B6KC26Z52M259234
Dodge Caravan	1998	98A023	Purple	2B4G25R9WR781268
Dodge Caravan	2001	02A050	White	2B4GP44302R671387
Dodge Dakota	2001	01E015	White	1B7FL26X81S248925
Dodge Dakota	2001	01E016	White	1B7FL26XX15248926
Dodge Dakota	2001	01E025	White	1B7GG26X01S258549
Dodge Dakota	2001	01E023	White	1B7FL26X815351486
Dodge Ram 1500	2001	01E022	White	1B7HC16Y1S249222
Dodge Ram 1500	2001	01E013	White	1B7HC16491S249223
Dodge Ram 2500 (rack)	2001	01E009	White	3B7KC23ZX1G776039
Dodge Stratus	2002	02A046	Silver	1B3EL36X52N212032
Ford F150	2010	10EF34	White	1FTFW1EVXAKE32796
Ford F150	2016	4116	White	1FTMF1E84GKE49877
Ford F-150 (rack)	1998	98E004	White	1FTZF172XWKB48303
Ford Ranger	2008	08EF18	White	1FTYR10UX8PA92447
Ford Ranger	2006	06EF09	White	1FTR15E0PA27024
Ford Ranger	2008	08EF17	White	1FTYR10UX8PA92446
GMC	1996	96EF10	White	1GDJC34JXTE548591
Kubota	2005	OSP004	Orange	S/N 38969
Kubota	2006	06P001	Orange	S/N 57328
Toyota Prius	2009	09AF45	White	JTDKB200797837883
Toyota Prius	2009	09AF59	White	JTDKB20U797834448

**Boats:**

<u>CF #</u>	<u>HIN</u>	<u>Description</u>
CF 7585 LE	PFWMW099E111	2011 21' Four Winns Ski Boat
CF 7596 LE	PFWMW100E111	2011 21' Four Winns Ski Boat
CF 7600 LE	PFWMW094D111	2011 21' Four Winns Ski Boat

<u>ID #</u>	<u>HIN</u>	<u>Description</u>
SW 1	GDY4224TE808	2008 24' Sweetwater Pontoon
SW 2	GDY3747TD808	2008 24' Sweetwater Pontoon
SW 3	GDY3745TD808	2008 21' Sweetwater Pontoon
SW 6	GDY1980YK809	2009 21' Sweetwater Pontoon
SW 13	GDY3302TD212	2012 20' Sweetwater Pontoon
SW 14	GDY3301TD212	2012 20' Sweetwater Pontoon