

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GRIZZLY RANCH
GOLF CLUB LLC AND THE GRIZZLY RANCH COMMUNITY SERVICES
DISTRICT FOR YARROW POND**

This Memorandum of Understanding (MOU), dated this 11Th day of MAY 2023, for reference purposes only, is entered into by and between the Grizzly Ranch Community Services District (the GRCS D), a public entity duly formed and existing under the laws of the State of California, and the Grizzly Ranch Golf Club (the GRGC), a California limited liability company under the Beverly-Killea Limited Liability Company Act. The GRGC and the GRCS D may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, The success and stability of the Grizzly Ranch community development (the GRD) and the GRGC is recognized as being mutually interdependent and beneficial; and

WHEREAS, The GRCS D is the only public entity which provides water services, among other services, within the same district jurisdictional boundaries as the GRGC and the GRD; and

TERMS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the value and adequacy of which are hereby acknowledged, the GRCS D and the GRGC hereby state their mutual understandings and agreements as follows:

1. **Incorporation of Recitals.** The recitals set forth herein are true and correct and are incorporated into this MOU as though fully set forth in this MOU.
2. **Effective Date.** This MOU shall not become operative unless and until the date and year that all of the following have occurred: a) the GRCS D Board of Directors has approved this MOU; and b) this MOU has been executed by the approved authorities of the GRGC and the GRCS D.
3. **Term.** This MOU shall commence on the effective date and shall continue for a period of five (10) years from that date.
4. **Authority.** Unless otherwise specified herein, all authority to act on behalf of the GRGC pursuant to this MOU shall be exercised by the GRGC _____ or his/her/their designee. All authority to act on behalf of the GRCS D pursuant to this MOU shall be exercised by the GRCS D General Manager unless otherwise specified by its Board of Directors.
5. The GRCS D remains the permitted owner and regulatory authority over Yarrow Pond.
6. In consideration for the use of Yarrow Pond for the term of this MOU the GRGC

will be the responsible party for all maintenance and costs of said maintenance to put the Pond into good condition as specified and approved by the GRGC General Manager.

7. The GRCSO will allow the GRGC access to Yarrow Pond for the operation, repair and maintenance of Yarrow Pond.
8. The GRCSO will maintain regulatory oversight of Yarrow Pond to include but not limited to:
 - a. Daily inspections of the Ponds functionality in regards to water flow, well 1 control and mechanical components.
 - b. Logging data of daily operational hours and flow meter reads
 - c. If the GRCSO staff observes any issues with the operation of Yarrow Pond **the GRCSO staff will** communicate with the GRGC's Golf Maintenance Representative in efforts to resolve the issue.
 - d. The CSO can require the shutdown of Yarrow Pond if serious issues are observed. The shutdown would be communicated.
 - e. During the term of this MOU all **maintenance** and repairs of Yarrow Pond shall be under the direction of the GRCSO but paid for by the GRGC.
9. In the case of an emergency this MOU can be cancelled by the GRCSO with 24 hours notice. It can otherwise be cancelled by either party with two (2) weeks written notice delivered to the authority designated in section 4 above.
10. **Insurance.** Each Party shall maintain, at their sole expense, Worker's Compensation Insurance coverage as required by applicable law for their respective employees. In the event any Worker's Compensation claims are asserted against either Party, the Parties agree that the Party employing and insuring the Worker's Compensation claimant shall be liable and responsible for the processing, defense and payment, if necessary, of such claims
11. **Indemnification.** Each Party (the "Indemnifying Party") shall to the extent permitted by law defend, indemnify and hold the other Party (the "Indemnified Party") and its directors, officials, officers, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of the Indemnifying Party, its officials, officers, employees, and volunteers arising out of or in connection with any Joint Operations or this MOU, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The Indemnifying Party shall defend, at the Indemnifying Party's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Party and its directors, officials, officers, employees, and volunteers, with counsel of the Department's choosing. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Party and its directors, officials, officers, employees, and volunteers, in any such suit, action or other legal proceeding. The Indemnifying Party shall reimburse the Indemnified Party and its directors, officials, officers, employees, and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein

provided. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Party or its directors, officials, officers, employees, and volunteers. This indemnity provision shall survive the termination of this MOU.

12. **Notices.** All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each Party may change the address by written notice to the other Party. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing:

If to the GRGC: Grizzly Ranch Golf Club
 250 Club House Road
 Portola, CA 96122
 Attn: Caleb Olsen

If to the GRCS D: Grizzly Ranch CSD
 4456 Grizzly Rd.
 Portola, CA. 96122
 Attn: General Manager

13. **Representations and Warranties.** The GRGC and the GRCS D have all requisite power and authority to execute and perform this MOU. Each person executing this MOU warrants that he or she has the legal power, right, and authority to execute this MOU and bind his or her respective Party.
14. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Plumas County.
15. **Relationship of the Parties.** Nothing contained in this MOU shall be construed as creating a joint venture, partnership or any other similar arrangement between the Parties. No Party to this MOU shall be deemed to be a representative, an agent or an employee of the other Party. Unless otherwise expressly specified in this MOU, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party. The obligations of the Parties shall be several and not joint.
16. **Waiver.** No Party shall be deemed to have waived any provision of this MOU unless such waiver is in writing and signed by such Party.

17. **Legal Compliance.** The Parties shall comply with all of applicable Federal, State and local laws and regulations related to the transactions set forth in or referenced by this MOU.
18. **Time of Essence.** Time is of the essence for each and every provision of this MOU.
19. **Further Assurances.** Upon the reasonable request of any Party, the other Parties shall take such actions, and execute such certificates, documents or instruments, that are reasonably necessary or appropriate to fulfill the obligations under this MOU.
20. **No Third-Party Beneficiary.** No claim as a third-party beneficiary under this MOU by any person, corporation or any other entity, shall be made or be valid against the BEC or the GRCSO.
21. **Headings.** The section headings used in this MOU are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this MOU.
22. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the matters herein and shall supersede and replace any and all other prior understandings, correspondence and agreements, oral or written, between the Parties. No change, amendment or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

Grizzly Ranch Golf Club:

Signature _____ Date _____

Print Name _____ Title _____

Grizzly Ranch Community Services District:

Signature _____ Date _____

Print Name _____ Title _____

Grizzly Ranch Golf Club:

Signature _____

Date

Print Name _____

Title

Grizzly Ranch Community Services District:

Signature _____

Date

Print Name _____

Title