BOARD OF SUPERVISORS

Terrell Swofford, Vice Chair 1st District
Robert A. Meacher, Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jon Kennedy, 5th District

AGENDA FOR MEETING OF MARCH 13, 2012 TO BE HELD AT 10:00 A.M. IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

10:00 A.M. **CALL TO ORDER/ROLL CALL**

INVOCATION AND FLAG SALUTE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY
Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

ACTION AGENDA

Convene as the Flood Control District Governing Board

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS
The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District.

1. 10:10 **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault and Randy Wilson
   Discussion, possible action and/or direction to staff regarding the following FC&WC District issues:
   1. Administrative Control No. I – the Co-Managers proposed revisions to the Administrative Controls
   2. Status Report by Bob Perreault on the Completion of the Lake Davis Water Treatment Plant Project
   3. Status Report by Bob Perreault on the Transfer of Ownership of the Lake Davis Water Treatment Plant from the County of Plumas to the City of Portola
   4. Status Report by Randy Wilson on the Sierra Nevada Conservancy Grant
   5. Status Report by Randy Wilson on the IRWM planning grant application.

Adjourn as the Flood Control District Governing Board and reconvene as the Board of Supervisors

2. 11:00 **BOARD OF SUPERVISORS**
   A. Correspondence
   B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
   C. Appointments
      LOCAL SOLID WASTE ENFORCEMENT
      Re-appoint Supervisor Thrall, Tom Hunter and Bill Turner to the Independent Hearing Panel for Local Solid Waste Enforcement

3. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (Sierra Nevada Relay, September 07-08, 2012)
2) Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (Lake Almanor Chamber – June 16, 2012 Mile High Bike Ride and 4th of July Parade)

B. SHERIFF

Adopt **RESOLUTION** authorizing Sheriff to apply for grant funds for the State of California, Department of Parks and Recreation Off-Highway Vehicle Grant Funds

C. LIBRARY

Adopt **RESOLUTION** establishing county office hours for the transaction of business for branch libraries

D. PROBATION

Approve supplemental budget reduction of $2,471 for Probation-Offender Treatment and Prevention Grant due to overstated anticipated revenue

NOON RECESS

4. 1:30 P.M. – **PLANNING** – Randy Wilson
PUBLIC HEARING and first reading of an **ORDINANCE** approving a Development Agreement between the County of Plumas and Lake Almanor Associates LP, a California Limited Partnership for Lake Front at Walker Ranch. **Roll call vote**

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Legal Counsel: Claim Against the County filed by Scott Papenhausen on February 08, 2012
B. Conference with Legal Counsel: Claim Against the County filed by PG&E on February 09, 2012
C. Conference with Legal Counsel: Claim Against the County filed by DeVonte Smith on February 21, 2012
D. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (c) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 20, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY
FLOOD CONTROL & WATER CONSERVATION DISTRICT

AGENDA REQUEST
for the March 13, 2012 meeting of the FC&WC District Governing Board

March 5, 2012

To: Honorable Governing Board

From: Robert Perreault, Co-Manager – Operations
Randy Wilson, Co-Manager – Planning

Subject: Discussion, possible action and/or direction to staff regarding the following FC&WC District issues:

1. Administrative Control No. I – the Co-Managers proposed revisions to the Administrative Controls (see attachment)
2. Status Report by Bob Perreault on the Completion of the Lake Davis Water Treatment Plant Project
3. Status Report by Bob Perreault on the Transfer of Ownership of the Lake Davis Water Treatment Plant from the County of Plumas to the City of Portola
4. Status Report by Randy Wilson on the Sierra Nevada Conservancy Grant (see attachment)
5. Status Report by Randy Wilson on the IRWM planning grant application.

Attachments

From: Chris Dallas [mailto:cdallas@sierranevada.ca.gov]
Sent: Wednesday, February 29, 2012 5:09 PM
To: Wilson, Randy
Cc: Bob Kingman
Subject: SNC 070203 Planning to Plan grant completion

Randy Wilson,

This email is to clarify and document SNC's decision on the completion of this grant. I have discussed the invoicing and Final Report with my Manager, Bob Kingman, and we have concluded that invoicing is acceptable and the deliverables of the grant have been satisfactorily met. Although the final deliverables differed somewhat from the grant agreement description, the goals of the grant were fundamentally met, and in some ways exceeded, at a cost to the SNC of 73% of the grant award.

The intended final deliverable was to be a report detailing the development of a region-wide watershed management plan, with the report to be approved by the Boards of Supervisors for the four counties of the North-Central Subregion (Plumas, Sierra, Butte, and Tehama).

As described in the Final Report, the opportunity to form a working group under the IRWM process led to a water management MOU between 30 groups representing nearly every interest in water management in the Subregion, a considerable achievement. The Boards of Supervisors of both Plumas and Sierra Counties were signatories to this planning group. While in the end the approval of the Butte and Tehama BOS were not sought, the IRWMP represented through the MOU includes nearly all the watershed of Butte County within the SNC Region.

Invoiced costs for meetings throughout the grant period are supported by development of MOU participation and additional outreach and consultation described in the agreement and grant application.

Chris Dallas
Mt. Lassen Area Representative
Sierra Nevada Conservancy
(530) 823-4673
cdallas@sierranevada.ca.gov

Plumas County Public Health Agency

JC

☐ **Environmental Health-Quincy**
270 County Hosp. Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355 (530) 283-6241 FAX

☐ **Environmental Health - Chester**
Post Office Box 1194
Chester, CA 96020
(530) 258-2536 (530)258-2844 FAX

Mimi Khin Hall, MPH, CHES, Director

Date: March 2, 2012

To: Honorable Board of Supervisors

From: Jerry Sipe

Agenda: Consent Agenda Item for March 13, 2012

Recommendation: Re-Appoint Members to the Independent Hearing Panel for Local Solid Waste Enforcement.

Background and Discussion: As part of the state-approved local solid waste enforcement program, the Plumas County Board of Supervisors has established a three member hearing panel for the local solid waste enforcement program. This Board-appointed hearing panel must be in place to hear appeals of the Local Solid Waste Enforcement Agency (LEA) permitting and enforcement actions, or it may be triggered by a member of the public who contends that the LEA is not providing adequate enforcement of solid waste laws or regulations. Appointments are for four (4) year terms and the current terms will expire in April. It should be noted that this panel has never been utilized since its inception in 1992.

The three member panel consists of a member of the Board of Supervisors, a member with solid waste expertise, and a member of the public. Today each of the incumbents are recommended for reappointment.

- Board of Supervisor Representative – Supervisor Thrall
- Technical Expert – Tom Hunter
- Public Representative – Bill Turner

If you have any questions or need any additional information, please do not hesitate to contact me at 283-6367.

Thank You.

3B

DATE: **February 28, 2012**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Gregory Hagwood**

RE: **Agenda Items for the meeting of March 13, 2012**

It is recommended that the Board:

Review and approve the attached resolution that allows the Sheriff to apply for and administer state funding through a grant with the California Dept. of Parks and Recreation Department Off-Highway Motor Vehicle Division.

Background and Discussion:

The Sheriff's Office has been receiving funding from the OHV Division of Calif. State Parks and Recreation for more then 15 years. This resolution is a yearly process necessary for continued funding through the state for the Sheriff's Office OHV program.

The current application calls for a new resolution by your Board that allows the Sheriff to apply for and administer a grant through California Dept. of Parks and Recreation. There will be a 25% matching funds requirement to this application that is easily met by in-kind activities within the Sheriff's Office (i.e. Calls handled on regular patrol assignments that involve Off Highway Vehicles and related Search and Rescue calls) as well as OHV In-Lieu Funds received from the state that are earmarked and spent on the department's OHV/OSV program. The Sheriff's Office has never relied on general funding to meet this requirement. This grant cycle should be no different.

The Sheriff's Office will return to the Board for adoption of the budget that results from this grant application when it is available.

Governing Body Resolution
Off-Highway Vehicle Grant
(OHV Form S)

RESOLUTION NO. _____

RESOLUTION OF THE PLUMAS COUNTY BOARD of SUPERVISORS

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, acquisition projects, conservation projects, development projects, equipment purchases, facilities operation and maintenance projects, law enforcement projects, OHV safety and/or education program projects, planning projects, restoration and/or repair projects, specific research projects, and trail maintenance projects for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby:

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints the Sheriff Gregory Hagwood as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, payment requests and so on, and subject to approval by the Board of Supervisors and County Counsel agreements and amendments, which may be necessary for completion of the project.

Approved and Adopted on the _____ day of _____, 20 ____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____ following a roll call vote:

Ayes:
Noes:
Absent:

_____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

3c

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242
e-mail pclibq@psln.com • website www.plumaslibrary.org

Dora Mitchell
Interim County Librarian

DATE: March 5, 2012

TO: Honorable Board of Supervisors

FROM: Dora Mitchell, Interim County Librarian

RE: AGENDA ITEM FOR THE MEETING OF MARCH 13, 2012

It is recommended that the Board:

Approve a Resolution revising open hours for the main library in Quincy.

Background:

With the reductions in staff FTE at the main library, which go into effect March 16th, 2012, the library is forced to make a small reduction in open hours.

The recommended hours call for opening one hour later and closing one hour earlier on Mondays. This will allow the library to still be open five days a week, and continue to be available as a safe space for children to wait after school for parents who get off work at five o'clock. It will also allow library staff enough time to complete their other duties, and will help to alleviate some stress on employees who have been covering too many hours on the front desk since the previous reduction in staff at the beginning of this fiscal year.

These hours would go into effect Monday, March 19th, 2012.

Resolution No. 2012 -

A RESOLUTION

ESTABLISHING COUNTY OFFICE HOURS

WHEREAS, Plumas County Code Section 2-4.201 (Ordinance 92-779, effective May 7, 1992) permits the Board of Supervisors by Resolution to establish County office hours for the transaction of business; and

WHEREAS, Resolution 2011-7722, which was the most recent statement of hours for County offices, needs to be updated to reflect reduced branch library hours.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, County of Plumas, as follows:

1. County officers and department heads shall keep their respective offices open to the public for the transaction of business from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for County designated holidays.

2. Notwithstanding the above, exceptions to the general policy are as follows:

A. **Branch Libraries**

Quincy:	Monday	12:00 pm – 5:00 pm
	T, W	11:00 am – 6:00 pm
	Thursday	11:00 am – 7:00 pm
	Friday	11:00 am – 3:00 pm
Chester:	M, T, W	10:00 – 1:00 pm, 1:30 pm – 5:30 pm
	Thursday	Noon – 5:00 pm, 5:30 pm – 7:00 pm
Greenville:	M, T, W	10:00 am – 1:00 pm, 1:30 pm – 5:30 pm
	Thursday	Noon – 4:00 pm, 4:30 pm – 7:00 pm
Portola	M, T, W	10:00 am – 1:00 pm, 2:00 pm to 6:00 pm
	Thursday	Noon – 4:00 pm, 5:00 pm- 7:00pm

B. **Law Library – Courthouse**

As determined by the Plumas County Law Library Trustees.

C. **Animal Shelter**

Quincy	M, W, F	8:00 a.m. – 5:00 p.m.

3. Notwithstanding the office hours established above, any office that has only one person on duty to receive the public on any day may close during the lunch hour between noon and 1:00 p.m., provided that a lunch closure note is posted at the public entry to the office.

4. Any remote County office in Greenville, Chester or Portola that has only one person on duty to receive the public may close when that person is either called away, sick or on vacation. In this case, the telephone shall ring forward to the main office at the County seat, a note shall be posted at the public entry to the office, and the closure for any extended period longer than one day shall be noted on the Internet web page.

5. Offices that have hours other than provided in Paragraph #1 above shall post the applicable hours at the public entrance, such notice being for the public's convenience.

6. Any office that must train all of their staff at the same time may close for training purposes, provided that the office is open to the public at least four hours on the day of training, and that notice of the change in public hours has been noted on the department's voice mail and Internet web page and posted continuously at the public entrance to the department at least ten days prior to the training.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, as a regular meeting of said Board held on the 13th day of March 2012 by the following vote:

AYES:
NOES:
ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board

3D

PLUMAS COUNTY PROBATION DEPARTMENT
SHARON L. REINERT
CHIEF PROBATION OFFICER
1446 E. Main St., Quincy, CA 95971
(530) 283-6200 Fax (530) 283-6165

DATE: March 13, 2012

TO: Jack Ingstad, Chief Administrative Officer and Honorable Board of Supervisors

FROM: Sharon L. Reinert, CPO

SUBJECT: Probation-Offender Treatment and Prevention (OTRAP-20403) Supplemental Budget Reduction

Recommendation:

Approve Probation-Offender Treatment and Prevention Grant (OTRAP-20403) Supplemental Budget Reduction to match expected revenue for fiscal year 2012.

Background:

The Probation-OTRAP Grant funds were approved and accepted by the Board of Supervisors on June 1, 2010. The grant funding will be expended during the course of the grant period, which will sunset on June 30, 2012.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Probation-OTRAP Dept. No: 20403 Date: 2/28/2012

The reason for this request is (check one):		Approval Required
A.	☐ Transfer to/from Contingencies OR between Departments	Board
B.	☑ Supplemental Budgets (including budget reductions)	Board
C.	☐ Transfers to/from or new Fixed Asset, out of a 51XXX	Board
D.	☐ Transfer within Department, except fixed assets, out of a 51XXX	CAO
E.	☐ Establish any new account except fixed assets	CAO

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0046	20403	51000	Regular Wages	-3.00
0046	20403	51080	Retirement	-5.00
0046	20403	51090	Group Insurance	-107.00
0046	20403	51100	FICA/Medicare	-4.00
0046	20403	525000	Overhead	-2,331.00
0046	20403	527500	Travel-Out of County	-21.00
			Total (must equal transfer to total)	$ -2,471.00

TRANSFER TO OR ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSES)

Fund #	Dept #	Acct #	Account Name	$ Amount
	20403	44408	AARA	(2471.00)
			Total (must equal transfer from total)	$ (2471.00)

Supplemental budget requests require Auditor/Controller's signature L. Von Somers

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Requesting budget reduction due to over-estimate of ~~roll-over balance~~ revenue from FY 2011 to FY 2012.

B) Grant was originally due to expire 3/31/11, then 9/30/11, and finally extended to 6/30/12 to allow adequate time to exhaust all funds.

C) The grant's final request for reimbursement will be made in Q3 of FY 2012.

D) _____

Approved by Department Signing Authority: Sharon Kennett

_____Approved/Recommended _____Disapproved/ Not recommended

County Administrative Officer Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Budget Officer/CAO; If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature prior to CAO/Budget Officer. Auditor/Controller will forward all signed, supplemental transfers to the CAO/Budget Officer for approval.

IF one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Budget Officer/CAO; if supplemental must be signed by the Auditor and CAO/Budget Officer.
B. Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval.

4

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9366
(530) 283-7011

www.plumascounty.us

Meeting Date: March 13, 2012

DATE: February 22, 2012

TO: Honorable Chair and Members of the Plumas County Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director RW

RE: Public Hearing for the Development Agreement for the Lake Front at Walker Ranch Vesting Tentative Subdivision Map and Planned Development Permit

Project:

Lake Almanor Associates LP, a California Limited Partnership proposes to enter into a Development Agreement associated with the Lake Front at Walker Ranch project. A Development Agreement is authorized by Government Code Article 2.5 Development Agreements. A Development Agreement is in effect a contract between the County and the applicant. The Plumas County Code requires a public hearing on a proposed Development Agreement and requires approval of a Development Agreement by the Board of Supervisors by the adoption of an ordinance. The California Environmental Quality Act (CEQA) applies to Development Agreements.

Background:

The Lake Front Vesting Tentative Subdivision Map and Planned Development Permit project encompasses 1,397 acres of land. The project is a mix of land uses including single-family and multi-family residential uses, commercial, hotel/spa, open space dedication, open space buffers, and a golf course. The project is located south of Highway 36, north of the Lake Almanor County Club, west of County Road A-13 and Clifford Drive, east of Lake Almanor, and is on the Almanor Peninsula. The project was approved by the Plumas County Zoning Administrator on September 23, 2010.

Additional background information is as follows:

A Final Environmental Impact Report was completed in August 2009, and includes modifications to the Draft Environmental Impact Report that are the result of, and in response to, those public and agency comments received.

The Zoning Administrator gave notice of a public hearing to consider and act upon the Final EIR (FEIR) for the Project, and public hearings were duly held in Chester before the Zoning Administrator on August 26, 2009.

The County circulated an Initial Study and Notice of Preparation (NOP) in March 2004; prepared a Draft Environmental Impact Report (EIR) and released it for public comment on July 9, 2008; took public comments on the Draft EIR through September 12, 2008, public hearing on the Draft was held on August 26, 2009.

After holding public hearings, the Zoning Administrator duly considered the Final Environmental Impact Report (FEIR) that was prepared for the Project (which incorporates the June 2008 Draft EIR by reference and includes comments received on the Draft EIR and responses, revisions to the Draft EIR, and the Mitigation Monitoring and Reporting Program), and on October 21, 2009, the Zoning Administrator certified the Final Environmental Impact Report.

On October 31, 2009, the Zoning Administrator's certification of the Final Environmental Impact Report was appealed to the Board of Supervisors.

On February 2, 2010, the Board of Supervisors held a public hearing to consider the appeal and the recommendation by the Planning Department to deny the appeal and certify the Final Environmental Impact Report.

On March 2, 2010, after independently reviewing and considering the information comprising Final Environmental Impact Report the County Board of Supervisors rejected the appeal of the decision of the Zoning Administrator and determined that, in light of what is reasonably feasible, Final Environmental Impact Report reflects a good faith effort at full disclosure of the environmental impacts and consequences of the proposed project, as required by Section 15 of the State CEQA Guidelines; that Final Environmental Impact Report #84 adequately delineates impacts which are significant and unavoidable and mitigation measures which will reduce potentially significant impacts to a less than significant level; and certified, based on independent judgment and analysis, that Final Environmental Impact Report #84 was adequate and complete and had been prepared in compliance with the California Environmental Quality Act and adopted Resolution 2010-7614 making certain findings and certifying the EIR.

On September 23, 2010 the Zoning Administrator held a public hearing on conditionally approving both components of the Lake Front Project and adopting certain findings and a Statement of Overriding Considerations. Because the Development Agreement is required to be approved by the legislative body, that component was to be set for hearing before the Plumas County Board of Supervisors at a later time. There were no appeals of this decision to the Board of Supervisors within the period allowed under the Plumas County Code.

On September 30, 2010 a Notice of Determination on the approval of VSTM 10-05/06-05 and PD 3-02/03-07 was filed with the County Clerk and State Clearinghouse as required by CEQA. No objections or other actions were filed within the statute of limitations for such challenges.

Key Elements of the Development Agreement:

* The Development Agreement has an initial term of 15 years and can be extended twice for a period up of to 10 years per extension subject to conditions as specified in the Development Agreement.

* Boundaries of the Land Use Areas (LUAs) of the project may be modified so that the overall net density of the project does not exceed the total of 1,674 residential units.

* Existing approvals shall expire at the same date as the expiration of the Development Agreement.

* Onsite Infrastructure shall be provided by the developer at its expense in accordance with the development plan and shall thereafter be dedicated or conveyed to the Walker Ranch CSD.

* The developer shall participate and financially contribute in accordance with its proportional share, as may be required under the Existing Approvals and Mitigation Monitoring Program, in the cost of construction of certain offsite roadway improvements, including improvement to the State highway system.

* Legal Defense Costs in the event of third-party legal challenge are to be paid by the developer.

* Developer agrees to convey open space lands subject to Settlement Agreement and Conservation Easement.

* Developer agrees to design and construct a stubbed water supply pipeline between the Walker Ranch CSD water line and the Lake Almanor County Club Mutual Water Company.

* The wastewater treatment plant shall be designed and constructed in a manner such that the treatment plant can be expanded to provide service to the Peninsula area in the event the County or the Walker Ranch CSD determines providing such service is necessary or desirable.

* The developer agrees that, in the formation of the Homeowners Association, the documents shall provide that a payment in the amount equal to $3.00 per developed parcel annexed into the association per annum shall be included in the association budget for the purpose of water quality monitoring of Lake Almanor.

* The developer agrees to pay the County $5,000 for sole use for funding equipment for the Almanor Recreation Center.

Environmental Documentation:

Applications for entitlements for the Lake Front project were filed in their present form in 2005 and consisted of: an application for a Vesting Tentative Map, Planned Development Permit, and request for a Development Agreement along with an initial draft of the agreement. Work was initiated by the County on a Draft Environmental Impact Report (EIR) by a consultant under contract to the County (Foothill Associates). A draft EIR was

prepared and released by the County for public review and comment on June 26, 2008 and a Notice of Completion was sent to the State Clearinghouse on that date. Based upon requests from the public, the comment period was extended until August 22, 2008.

The Draft EIR states in Section 1.3 that one of its intended uses is for the approval of a Development Agreement by the Board of Supervisors. Because the Development Agreement, as proposed, affirms the approvals under VSTM 10-05/06-05 (Vesting Tentative Map) and PD 3-02/03-07 (Planned Development Permit) and does not raise issues not considered in the Draft and Final EIR, no further environmental analysis is required.

The Lake Front EIR identified three areas of significant but unavoidable potential impacts, all related to cumulative impact of Lake Front and other development within the area. These relate to noise, air quality, and biological impacts.

Specifically, the EIR found the following impacts to be significant but unavoidable:

Impact 4.3-2 Project traffic may result in noise impacts on existing land uses. Although mitigation was imposed on VSTM 10-05/06-05 and PD 3-02/03-07, the effect of shielding and the orientation and distance of other developments in the area to roadway generated noise was found to be unavoidable.

Impact 4.3-7 Buildout of the project plus other foreseeable projects could create cumulatively significant impacts. Although mitigation was imposed on VSTM 10-05/06-05 and PD 3-02/03-07, the effect of shielding and the orientation and distance of other developments in the area to cumulative roadway generated noise was found to be unavoidable.

Impact 4.4-2 Temporary emissions from construction would violate air quality standard or contribute substantially to an existing or projected air quality violation. Although a number of mitigation measures have been imposed employing Best Available Technologies (BAT), and a Mitigation Monitoring Plan has been adopted, the EIR found that construction related emissions of ROG and NOx, that no additional mitigation was feasible, and impacts would remain significant and unavoidable.

Impact 4.4-3 Emissions after construction would violate any air quality standard or contribute substantially to an existing or projected air quality violation. Although mitigation measure have been adopted in the project approval including prohibition of all wood-burning fireplaces and woodstoves within the project, ozone precursors and particulate matter generated by project operations would remain in excess of the NSAQMD thresholds.

Impact 4.4-6 Implementation of the proposed project along with any foreseeable development in the vicinity, could result in cumulative impacts to air quality. The EIR found that mitigation measures to further reduce PM_{10} technologically infeasible.

Impact 4.5-18 Implementation of the proposed project would not (sic) result in significant cumulative impacts. The EIR found that "Project-specific mitigation measures have been identified to reduce potential impacts related to biological resources...however, these mitigation measures would not fully mitigate potential cumulative impacts. No additional

feasible mitigation measures are available to reduce cumulative impacts to a less than significant level."

Because these impacts were found to be significant but unavoidable, the Development Agreement can only be approved if the Board finds and adopts "overriding considerations". In approving VSTM 10-05/06-05 and PD 3-02/03-07, the Zoning Administrator made findings and adopted them as a Statement of Overriding Considerations.

Staff recommends that the Board adopt the following findings and adopt a similar Statement of Overriding Considerations:

ACTIONS FOR CONSIDERATION:

Hold a Public Hearing and after closing the Public Hearing on this matter.

Staff recommends the Board of Supervisors that the following actions after closing the Public Hearing:

I. Environmental Determination-Final Environmental Impact Report #84 was previously certified for this project. Environmental Impact Report #84 is adequate and sufficient for this project, the proposed Development Agreement, because the circumstances set forth in Section 15162 of the CEQA Guidelines have not arisen as set forth below:

CEQA Guidelines Section 15162

When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(a) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant effects or a substantial increase in the severity of the previously identified significant effects; or

Environmental Impact Report #84 was previously prepared for this project. No new evidence of significant environmental effects or an increase in the severity of previously identified significant effects beyond those discussed in the Final EIR, there have been no changes in the project as analyzed in the Final EIR, and the proposed Development Agreement was effectively analyzed the Final EIR.

(b) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

There is no evidence of the involvement of new significant effects or an increase in the severity of previous identified significant effects that will require revisions to Environmental Impact Report #84. There have been no new projects submitted that would change the cumulative impact analysis of EIR #84.

(c) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(1) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

Environmental Impact Report #84 has been prepared for this project. No new significant environmental impacts have been identified.

(2) Significant effects previously examined will be substantially more severe than show in the previous EIR;

Environmental Impact Report #84 has been prepared for this project. No new significant effects were found to be severe.

(3) Mitigation measures or alternatives previous found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative;

Environmental Impact Report #84 was previously prepared for this project. There are no mitigation measures there were not implemented because of their infeasibility or because the proponents declined to adopt them.

(4) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one of more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Environmental Impact Report #84 was previously prepared for this project. There are no known mitigation measures, different than those imposed as part of the original project approval, that would substantially reduce impacts to less than significant.

II. Adopt the following Statement of Overriding Findings:

A. In determining whether to approve the project, CEQA requires a public agency to balance the benefits of a project against its significant unavoidable environmental impacts (Section 15093 of the CEQA Guidelines). In accordance with Public Resources Code Section 21081(b) and CEQA Guidelines Section 15093, Plumas

County has, in determining whether or not to approve the proposed project, balanced the economic, social, technological, academic, and other benefits of the project against its unavoidable environmental effects, and has found that the benefits of the project outweigh the significant adverse environmental effects that are not mitigated to less than significant levels. This statement of overriding considerations is based on the Lake Front at Walker Ranch EIR, oral and written testimony, and other evidence received at public meetings and hearings held on the project and the EIR. The Plumas County Board of Supervisors hereby finds that each of the following benefits is an overriding consideration, independent of the other benefits, that warrants approval of the project notwithstanding the project's significant unavoidable impacts.

B. Plumas County recognizes that the proposed project will result in significant and unavoidable impacts related to Noise, Air Quality, and Biological Resources. The County has carefully balanced the benefits of the proposed project against the unavoidable adverse impacts identified in the Draft EIR, Final EIR and the Findings of Fact. Notwithstanding the disclosure of impacts identified as significant which have not been eliminated or mitigated to a level of insignificance, the Plumas County Board of Supervisors, acting pursuant to Section 15093 of the CEQA Guidelines, hereby determines that the benefits of the project outweigh the significant unmitigated adverse impacts. These benefits include:

- Provision of affordable and attainable housing to local residents and those employed locally;
- Provisions of recreational uses complimentary to residential uses as well as regional recreation uses in the Lake Almanor area;
- Development of regional recreation facilities and destination resort facilities including a golf course, and hotel/spa to enhance the major visitor serving destinations within the Lake Almanor area;
- Provision of economic stimulus to the existing economic base of the Lake Almanor area; and
- Provision of construction-related and long-term employment opportunities.

Based upon the above recitals and the entire record, including the Lake Front at Walker Ranch EIR and written testimony, and other evidence received at the public hearing held on the project and the EIR, the County finds that there is evidence that supports a finding that the project will result in substantial local, community and regional benefits, that outweigh and render acceptable the unavoidable significant effects on the environment that cannot be mitigated to a level less than significant.

III. Waive the First Reading of the attached Ordinance approving a Development Agreement between the County of Plumas and Lake Almanor Associates LP, A California Limited Partnership for Lake Front at Walker Ranch.

At the next available meeting of the Board of Supervisors, approve and adopt the attached ordinance and make the following findings:

A. That the Development Agreement for Lake Front at Walker Ranch is found to be consistent with the Plumas County General Plan because the proposal is consistent with the goals, policies, standards and objectives of existing General Plan and Zoning Code as set forth in specific detail in the Final Environmental Impact Report #84 (Land Use Section 4.1).

B. That the Development Agreement for Lake Front at Walker Ranch is found to have a reasonable probability that the project will be consistent with the future adopted general plan because the property will be developed in a manner and include infrastructure consistent with the County's Prime Opportunity Development Standards, concentrates development outside of identified sensitive wildlife areas, and incorporates elements promoting affordable housing and recreational amenities.

C. That the Development Agreement for Lake Front at Walker Ranch is found to have little or no probability that the project will be detrimental to or interfere with the future adopted general plan in that the property has been targeted for development due to its location in an area already in the development process and avoids sensitive wildlife and resource areas which are the areas looked at for preservation in the new general plan in process. This continues to be an area identified as ideal for the type of development proposed talking advantage of the recreational opportunities associated with Lake Almanor and having topography suitable for development.

D. That all the terms and conditions of that certain Development Agreement for Lake Front at Walker Ranch were part of the analysis in Final Environmental Impact Report Number 84, which was certified by the Board of Supervisors on March 2, 2010 and Resolution 2010-7614 was adopted making certain findings and certifying the Final Environmental Impact Report.

E. That because certain impacts identified impacts related to noise, air quality, and biology were identified in Final Environmental Impact Report Number 84 are identified as significant and unavoidable a Statement of Overriding Considerations were adopted by the Board of Supervisors.

D. That the Lake Front at Walker Ranch project should be encouraged in order to meet important economic, social, environmental or planning goals of the General Plan and the future adopted general plan of the County of Plumas.

E. That the landowner/applicant, Lake Almanor Associates LP, a California Limited Partnership, will incur substantial costs in order to provide public improvements, facilities or services from which the general public will benefit.

F. That the Lake Front at Walker Ranch project would be unlikely to proceed in the manner proposed in the absence of a development agreement.

G. That the landowner/applicant, Lake Almanor Associates LP, a California Limited Partnership, will participate in all programs established and/or required under the General Plan, the Final Environmental Impact Report Number 84, and as set forth in the Development Agreement and all of the applicable approving resolutions (including any mitigation monitoring plan), and has agreed to financial participation required under any applicable financing plan and its implementation measures, all of which will accrue to the benefit of the public.

H. That the landowner/applicant, Lake Almanor Associated LP, a California Limited Partnership, has made commitments to a high standard of quality and has agreed to all applicable land use and development regulations or negotiated list of land uses.

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF PLUMAS AND LAKE ALMANOR ASSOCIATES LP, A CALIFORNIA LIMITED PARNERSHIP FOR LAKE FRONT AT WALKER RANCH

Section 1. The Board of Supervisors of the County of Plumas, State of California, FINDS as follows:

Section 2. That certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance and incorporated herein by this reference, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, is found to be consistent with the Plumas County General Plan because the proposal is consistent with the goals, policies, standards and objectives of existing General Plan and Zoning Code as set forth in specific detail in the Final Environmental Impact Report #84 (Land Use Section 4.1).

Section 3. That certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, is found to have a reasonable probability that the project will be consistent with the future adopted general plan because the property will be developed in a manner and include infrastructure consistent with the County's Prime Opportunity Development Standards, concentrates development outside of identified sensitive wildlife areas, and incorporates elements promoting affordable housing and recreational amenities.

Section 4. That certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, is found to have little or no probability that the project will be detrimental to or interfere with the future adopted general plan in that the property has been targeted for development due to its location in an area already in the development process and avoids sensitive wildlife and resource areas which are the areas looked at for preservation in the new general plan in process. This continues to be an area identified as ideal for the type of development proposed talking advantage of the recreational opportunities associated with Lake Almanor and having topography suitable for development.

Section 5. That all the terms and conditions of that certain Development Agreement for Lake Front at Walker Ranch, as set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, A California Limited Partnership and the County of Plumas, were part of the analysis in Final Environmental Impact Report Number 84, which was certified by the Board of Supervisors on March 2, 2010 and Resolution 2010-7614 was adopted making certain findings and certifying the Final Environmental Impact Report.

Section 6. That because certain impacts identified impacts related to noise, air quality, and biology were identified in Final Environmental Impact Report Number 84 are identified as significant and unavoidable a Statement of Overriding Considerations were adopted by the Board of Supervisors.

Section 7. That the Lake Front at Walker Ranch project should be encouraged in order to meet important economic, social, environmental or planning goals of the General Plan and the future adopted general plan of the County of Plumas.

Section 8. That the landowner/applicant, Lake Almanor Associates LP, a California Limited Partnership, will incur substantial costs in order to provide public improvements, facilities or services from which the general public will benefit.

Section 9. That the Lake Front at Walker Ranch project would be unlikely to proceed in the manner proposed in the absence of a development agreement.

Section 10. That the landowner/applicant, Lake Almanor Associates LP, a California Limited Partnership, will participate in all programs established and/or required under the General Plan, the Final Environmental Impact Report Number 84, and as set forth in the Development Agreement and all of the applicable approving resolutions (including any mitigation monitoring plan), and has agreed to financial participation required under any applicable financing plan and its implementation measures, all of which will accrue to the benefit of the public.

Section 11. That the landowner/applicant, Lake Almanor Associated LP, a California Limited Partnership, has made commitments to a high standard of quality and has agreed to all applicable land use and development regulations or negotiated list of land uses.

Section 12. A public hearing was held on March 13, 2012, to consider the Development Agreement. Notice of Intention to consider the adoption of the Development Agreement was given as provided by Plumas County Code Section 9-7.301 and as provided in Sections 65854, 65854.5, and 65856 of the Government Code of the State of California.

Section 13. That certain Development Agreement for Lake Front at Walker Ranch, set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, a California Limited Partnership, and the County of Plumas is adopted and approved by this Board.

Section 14. The Chairman of the Plumas County Board of Supervisors is hereby authorized to execute the Development Agreement for Lake Front at Walker Ranch, set forth in Exhibit "A" of this ordinance, between Lake Almanor Associates LP, a California Limited Partnership, and the County of Plumas.

Section 15. No sections of this ordinance shall be codified.

Section 16. The Development Agreement shall be recorded pursuant to Section 65868 of the Government Code of the State of California.

Section 17. A summary of this ordinance shall be published in the *Chester Progressive*, a newspaper of general circulation in Plumas County, within fifteen (15) days of adoption. A certified copy of the full text of the ordinance, including Exhibit "A", shall be posted in the office of the Clerk of the Board of Supervisors at least five days prior to the Board of Supervisors meeting at which the proposed ordinance is to be adopted.

Section 18. The Development Agreement shall become effective on the later date of either: the effective date of this ordinance approving the Development Agreement or the date of the last signatory to execute the Development Agreement.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of March, 2012, by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

_____
Chairman, Board of Supervisors

ATTEST:

_____
Nancy L. Da Forno
Clerk of the Board of Supervisors

Resolution 2010-7614

Certification of Final Environmental Impact Report #84
For
Lake Front at Walker Ranch

WHEREAS, following the preparation of the Draft Environmental Impact Report, dated June 2008, the Draft EIR was released for public review; and

WHEREAS, the Draft Environmental Impact Report analyzes all of the potential environmental impacts and proposes measures to mitigate the potentially significant adverse environmental impacts; and

WHEREAS, a Final Environmental Impact Report was prepared in August 2009, and includes modifications to the Draft Environmental Impact Report that are the result of, and in response to, those public and agency comments received; and

WHEREAS, on August 26, 2009, the Zoning Administrator held a public hearing on the Final Environmental Impact Report and comments were provided in response to the Final Environmental Impact Report, and

WHEREAS, on October 21, 2009, the Zoning Administrator certified the Final Environmental Impact Report.

WHEREAS, on October 31, 2009, the Zoning Administrator's certification of the Final Environmental Impact Report was appealed to the Board of Supervisors; and

WHEREAS, on February 2, 2010, the Board of Supervisors held a public hearing to consider the appeal and the recommendation by the Planning Department to deny the appeal and certify the Final Environmental Impact Report; and

WHEREAS, the Board of Supervisors has independently reviewed and considered the information comprising Final Environmental Impact Report #84;

NOW, THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby rejects the appeal of the decision of the Zoning Administrator based on the findings of fact set forth in Exhibit A; and

BE IT FURTHER RESOLVED, that the Plumas County Board of Supervisors has determined that, in light of what is reasonably feasible, Final Environmental Impact Report #84 reflects a good faith effort at full disclosure of the environmental impacts and consequences of the proposed project, as required by Section 15151 of the State CEQA Guidelines; that Final Environmental Impact Report #84 adequately delineates impacts which are significant and unavoidable and mitigation measures which will reduce potentially significant impacts to a less than significant level; and hereby certifies, based on independent judgment and analysis, that Final Environmental Impact Report #84 is adequate and complete and has been prepared in compliance with the California Environmental Quality Act.

The documents and materials constituting the record of the proceedings on which this decision is based are on file with the Plumas County Planning Department at 555 Main Street, Quincy, California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of March, 2010, by the following vote:

AYES:	Supervisors:	Swofford, Simpson, Olsen, Thrall
NOES:	Supervisors:	None
ABSENT:	Supervisors:	Meacher

Sharon J. Thrall

Sharon Thrall
Chairman of the Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk of Board of Supervisors

Exhibit A

Finding #1:

The Final Environmental Impact Report #84 (FEIR) is in compliance with the California Environmental Quality Act (CEQA). The appellant has not provided specific details under Reason #1 which support the statement that the Final Environmental Impact Report is not in compliance with CEQA.

Finding #2:

The Final Environmental Impact Report #84 provides a good faith, full-disclosure effort of the environmental impacts and consequences of the proposed project, sufficient to make an intelligent decision on the project according to the CEQA guidelines. The appellant has not provided specific details under Reason #2 which support the statement that the Final Environmental Impact Report does not provide a good faith, full-disclosure effort of the environmental impacts and consequences of the proposed project, sufficient to make an intelligent decision on the project according to the CEQA guidelines.

Finding #3:

The California Environmental Quality Act (CEQA) does not require that all impacts be mitigated to a less than significant level but that the EIR describe feasible measures which could minimize significant adverse impacts. Those impacts which remain potentially significant are identified and discussed in Chapter 2.6 of the EIR, pursuant to CEQA Guidelines Section 15126. In addition, Section 15126 of the guidelines requires the consideration and discussion of the subjects listed below. The location of where these impacts are discussed in the EIR is provided below.

(a) Significant Environmental Effects of the Proposed Project.

These effects are discussed in FEIR Chapter 2.6

(b) Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented.

These effects are discussed in FEIR Chapter 6.2

(c) Significant Irreversible Environmental Changes Which Would be Involved in the Proposed Project Should it be Implemented.

These environmental changes are discussed in FEIR Chapter 6.3

(d) Growth-Inducing Impacts of the Proposed Project.

These impacts are discussed in FEIR Chapter 6.4

(e) The Mitigation Measures Proposed to Minimize the Significant Effects.

These mitigations measures are discussed in FEIR Chapter 2.6

(f) Alternatives to the Proposed Project.

These alternatives are discussed in FEIR Chapter 7.0

Finding #4:

The Final Environmental Impact Report #84 (FEIR) considers adequate and feasible mitigations to the project in compliance with the California Environmental Quality Act (CEQA). The appellant has not provided specific details which support the statement that the Final Environmental Impact Report fails to considers adequate and feasible mitigations to the project.

Finding #5:

The Final Environmental Impact Report #84 (FEIR) does not rely on the General Plan to conclude that environmental impacts are insignificant. Numerous studies and analyses were performed to fully understand the scope and magnitude of the impacts of this project. The project, as required by law, must be evaluated for conformance with the existing general plan, but this evaluation did not constitute the whole of the analysis. The EIR does not conclude that environmental impacts of this project are insignificant. There are many impacts which remain significant despite mitigation. The impacts which remain potentially significant are identified in the EIR pursuant to the CEQA Guidelines Section 15126. This section requires the consideration and discussion of the subjects listed below. The location of where these impacts are discussed in the EIR is provided.

(a) Significant Environmental Effects of the Proposed Project.

These effects are discussed in FEIR Chapter 2.6

(b) Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented.

These effects are discussed in FEIR Chapter 6.2

(c) Significant Irreversible Environmental Changes Which Would be Involved in the Proposed Project Should it be Implemented.

These environmental changes are discussed in FEIR Chapter 6.3

(d) Growth-Inducing Impacts of the Proposed Project.

These impacts are discussed in FEIR Chapter 6.4

(e) The Mitigation Measures Proposed to Minimize the Significant Effects.

These mitigations measures are discussed in FEIR Chapter 2.6

(f) Alternatives to the Proposed Project.

These alternatives are discussed in FEIR Chapter 7.0

Finding #6:

The EIR does not conclude that environmental impacts of this project are insignificant. There are many impacts which remain significant despite mitigation. The Final Environmental Impact report adequately identifies the impacts associated with air and water pollution, tree removal, water supply, and impact to community services. The impacts which remain potentially significant are identified in the EIR pursuant to the CEQA Guidelines Section 15126. This section requires the consideration and discussion of the subjects listed below. The location of where these impacts are discussed in the EIR is provided.

(a) Significant Environmental Effects of the Proposed Project.

These effects are discussed in FEIR Chapter 2.6

(b) Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented.

These effects are discussed in FEIR Chapter 6.2

(c) Significant Irreversible Environmental Changes Which Would be Involved in the Proposed Project Should it be Implemented.

These environmental changes are discussed in FEIR Chapter 6.3

(d) Growth-Inducing Impacts of the Proposed Project.

These impacts are discussed in FEIR Chapter 6.4

(e) The Mitigation Measures Proposed to Minimize the Significant Effects.

These mitigations measures are discussed in FEIR Chapter 2.6

(f) Alternatives to the Proposed Project.

These alternatives are discussed in FEIR Chapter 7.0

Finding #7:

The Draft Environmental Impact Report does not require recirculation because CEQA only requires recirculation of a DEIR if significant new information is added to the EIR, such as a new significant environmental impact that would result from the project. New information is not significant unless the EIR was changed in such a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project (CEQA Guidelines Section 15088.5).

As there were no changes to the proposed project or to the environmental setting since the availability of the DEIR that would result in a new significant impact, the public review period of the DEIR constitutes a meaningful opportunity to comment upon a substantial adverse environmental effect of the project.

The presumption that simply the amount of new information in the FEIR requires recirculation of the EIR is inaccurate. The Public Resources Code (PRC) and the CEQA Guidelines do not predicate recirculation based upon volume of an FEIR. Instead, the PRC and CEQA Guidelines require recirculation based upon the conditions stated above (significant new impacts, etc.), none of which involve the size or number of pages of an FEIR.

The information provided in the added appendices, including new information contained in Appendix X (Groundwater Assessment Model Update), do not change the impact conclusions in the DEIR regarding water supply. They do clarify and amplify discussion, analyses, and conclusions reached in the DEIR. As the information in these water supply appendices contain no new significant information, recirculation is not required.

Adequate notice of the Draft EIR was provided to the public. Notice of the August 26, 2009 public hearing on the certification of the FEIR, was mailed to property owners and those requesting notice on August 13, 2009. A list of those notified of the public hearing was included in the certification staff report dated August 19, 2009. The notice of public hearing included the location of where the public could view a copy of the FEIR and how disk copies could be obtained. The DEIR was provided to the Chester Library on July 9, 2009, the first day of the public review period for the DEIR. The FEIR was sent to the Chester Library on August 17, 2009.

Therefore, as outlined in detail in the Board of Supervisors staff report dated January 8, 2010, recirculation of the DEIR is not required due to the absence of new significant information and due to the opportunity to comment provided to the public.

Finding #8:

A Statement of Overriding Considerations is a requirement under CEQA Guidelines Section 15093. However, the statement is not required for Certification of an Environmental Impact Report. Under CEQA Section 15093(c), "If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination." Therefore, a statement would be made immediately prior to or concurrent with Project approval, should the project be approved.

Finding #9:

As outlined in detail in the Board of Supervisors staff report dated January 8, 2010, the FEIR adequately addresses and applies required analysis and discussion of cumulative impacts. Section 15130(b) of the CEQA Guidelines identifies that the following three elements are necessary for an adequate cumulative analysis:

1) Either:

*(A) A list of past, present, and probable future projects producing related or cumulative impacts, including, if necessary, those projects outside the control of the agency; **or***

(B) A summary of projections contained in an adopted general plan or related planning document, or in a prior environmental document which has been adopted or certified, which described or evaluated regional or area wide conditions contributing to the cumulative impact. Any such planning document shall be referenced and made available to the public at a location specified by the lead agency.

2) A summary of the expected environmental effects to be produced by those projects with specific reference to additional information stating where that information is available; and

3) A reasonable analysis of the cumulative impacts of the relevant projects. An EIR shall examine reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects.

Therefore, the DEIR utilized elements "1A", "2", and "3" of this CEQA Guidelines list. The DEIR **did** utilize elements "2" and "3" in the analysis of cumulative effects. The DEIR further states on page 5-2:

This EIR utilizes the "list" approach in the cumulative analysis. This EIR analyzes the potential cumulative impacts of the project in conjunction with proposed or reasonably foreseeable development within the Lake Almanor region. Ultimately, the EIR analyzes the cumulative impacts of approved, proposed, and under application projects in the area.

Chapter 5 of the DEIR, pages 5-7 through 5-27, contains the analysis of the cumulative impacts of the project, including discussions on land use, transportation, noise, air quality, biological resources, hydrology and water quality, geology and soils, hazards and hazardous materials, population and housing, community service, cultural resources, and visual resources.

Also, as required under element "3" in the above CEQA guidelines list, and for impacts considered significant, the DEIR did examine reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects as evidenced by six (6) mitigation measures addressing Transportation and Circulation cumulative impacts and twelve (12) project mitigation measures that addressed Hydrology and Water Quality cumulative impacts.

Finding #10:

There are no requirements under CEQA that require a project to be consistent with a future general plan that has not been created, much less approved. Therefore, there is no basis for decertifying the proposed project's EIR due to its consistency or inconsistency with a future general plan. Also, consistency with the general plan does not automatically make an impact less than significant. Although the implementation of the proposed project is considered consistent with the adopted general plan, there are eighty impacts identified in the EIR which are considered significant and require mitigation where feasible.

Finding #11:

As outlined in detail in the Board of Supervisors staff report dated January 8, 2010, the contrast between the Bakersfield projects, both in attainment designation and potential to exceed state and federal ozone standards, is significant. The discussion of health impacts due to air pollution in the Panama Lane and Gosford EIRs were limited to one or two general sentences. The Lake Front DIER discussed air pollution related health impacts with greater specificity, including specific illnesses and most likely affected parties.

Finding #12:

As outlined in detail in the Board of Supervisors staff report dated January 8, 2010, the FEIR contained a "General Response on Archaeological Resources and Tribal Notification", along with the November 2006 Archaeological Inventory Survey. These items were in Section 2.4.2 of the FEIR, pages 2-881 through 2-939. This information addressed the original public comments (listed above) relative to cultural resources, Native American interests, and participation in significant detail. The response in the FEIR included a discussion of the multiple archaeological inventory surveys, the 2006 survey report, the qualification of the parties that conducted the surveys, the tribal notification process from 2002 through 2008, meetings and site visits with tribal representatives, and the Mitigation Measures as revised based upon meetings with Native American representatives.

Finding #13:

A DEIR is *not* required to discuss or determine if the benefits of the proposed project outweigh the impacts of the proposed project. However, the Lead Agency, as specified in CEQA Guidelines Section 15093, must "...balance, as applicable, the economic, legal, social, technological, or other benefits of a propose project against its unavoidable environmental risks when determining whether approve the project."

The comments on the feasibility of the proposed project have been responded to in the FEIR, page 2-662, response to comment # 5:

Comment noted. This comment pertains to the merits and economic viability of the project itself and does not speak to the significance of an environmental issue.

The appellants comment that there is a high likelihood that the project will be abandoned, but only after deforestation and irrevocable environmental damage. This comment disregards the fact that mitigation measures will be in place which will eliminate or reduce impacts related to the development of the site. The project does not propose mass pad grading and will be required in accordance with the EIR to replace displaced upland vegetation particularly within areas designated as open space. Further the site has historically, and as recently as 2001, been the subject of timber harvest activities making the site's native vegetation already fragmented. Accordingly, site disturbance will be adequately mitigated and allegations of "deforestation" are overstated. The allegations that the disturbance of the site for development will result physical changes in the environment outside of the project area are without merit and are completely speculative.

These comments are unsubstantiated opinion and do not constitute a fair argument based on substantial evidence that the project, as proposed, may result in significant effects on the environment.

Finding #14:

As outlined in detail in the Board of Supervisors staff report dated January 8, 2010, the numerous water supply analyses presented in the FEIR demonstrates adequate water supply.

The issue of the disputed pump test and the DWR pump testing requirements is responded to in detail in the Board of Supervisors staff report dated January 8, 2010.

In regard to the disputed pump test, the two opposing declarations do not carry equal weight based upon the statements in each. The Brayshaw declaration simply states that the Appellant would have expected to see obvious signs of water discharge (e.g. erosion) from any pump testing and that he did not see any evidence of water discharge during walks along a pipeline in the month of October 2005. There is no discussion of the appellant being present at the site on any day when pumping was being conducted. The responding declaration of Charles Rider, a supervisor for Cascade Drilling, includes his personal on-site observation of the pumping tests which were conducted on October 21st and 22nd of 2005. Mr. Rider also took photos of the testing (photos included in Appendix U). In his declaration, Mr. Rider also described the methods used to dissipate the water discharge, so as to minimize erosion prior to the flow entering the Bailey Creek drainage. Appendix U is attached.

The appellants also state that pump testing should be conducted per the procedures specified in the DEIR comment letter from the Department of Water Resources (DWR). DWR stated that the California Department of Public Health (CDPH) requires a 96 hour or 10 day test (FEIR pages 2-192 and 2-193, comment # 7). The DWR comment reads:

CDPH's test requirements for a bedrock aquifer call for a 96 hour or 10 day test, maintaining a constant discharge, and monitoring of groundwater levels in the test wells and selected observation wells during both pumping and recovery.

The FEIR response on page 2-200 and 2-201 reads:

These tests will be performed during the production well design and construction stage and as part of the overall design of the water supply system for the Lake Front project. The project will meet all the requirements of the Waterworks Standards published by CDPH as a condition of tentative map approval and will be required to demonstrate water supply, capacity and quality in accordance with state standards prior to the permitting by CDPH of the water supply system. At this (planning) stage of the approval process, the project is required to describe the existing and proposed water supply systems, and analyze whether a sufficient water supply exists as required by state law. It would be economically infeasible and is not legally required at this point in the project application planning process to design and construct a fully completed well pumping system in accordance with State standards merely to prove that the available water supply can be pumped at adequate pressures to meet CDPH standards. There is no indication that an adequate water delivery system can be designed and constructed on the project site. The DEIR and FEIR contain more than substantial data and reports demonstrating that there is a sufficient supply of water as has already been obtained and considered in the officially adopted WSA.

See Appendix X included in this FEIR; West Yost Associates Feb 24, 2009 Clarifications, etc. letter, Clarification 7, page 7.

Appendix X of the FEIR includes a letter from West Yost Associates to DWR and states in part:

We do not dispute the CDPH requirements. These requirements must be met to obtain drinking water source permits from CDPH. These requirements will be met during design of the water infrastructure, and CDPH permits will be attained after the drinking water supply infrastructure, including wells, pump stations, distribution systems and storage tanks have been constructed and tested. These requirements are not applicable to a test well installed for a planning level document such as a WSA.

The testing as described by DWR is not a requirement under SB610/221 which created the requirements for water supply analyses. SB610/221 does not include specific test methodology.

In O.W.L. Foundation v. City of Rohnert Park, Case A114809 (2008) ("Rohnert Park") the California Court of Appeal, First Appellate District, regarding the requirements of SB610/221, stated:

We also agree that the relevant statute does not specify a particular methodology for a sufficiency analysis and in that respect affords the water supplier substantial discretion in determining how to measure groundwater sufficiency.

The February 2006 Water Supply Assessment (Appendix J(c) of the DEIR), conducted by Jacobson Helgoth, included a certification by a California Professional Geologist, and stated:

...based upon testing performed, there should be sufficient ground water resources to meet the ongoing needs of the Lake Front project without affecting ground water availability on adjacent properties and wells.

This Water Supply Assessment included a chapter specifically addressing and confirming the assessment's compliance with SB 610/221.

The Supplemental Water Resources Assessment (Appendix J(a) of the DEIR) conducted by Kleinfelder in July 2007 determined that "model results indicate that the water supply is fully adequate to meet the proposed project's water demand under both single and multiple dry year conditions."

The Hydrogeologic Evaluation (Appendix J(b) of the DEIR) conducted by West Yost Associates in August 2007 determined that "the analysis has shown that recharge sources are more than sufficient to supply the water demands of the known Lake Almanor Peninsula projects at buildout in normal years and in three consecutive dry years."

Based upon the wealth of analyses by multiple professional and qualified firms, the Water Supply Assessment was adopted by the Walker Ranch Community Services District in January 2008. The District's resolution is included as Appendix J(e) of the DEIR and is also included in this response.

Finding #15:

As outlined in detail in the Board of Supervisors staff report dated January 8, 2010, the FEIR adequately addresses the growth inducing impacts of the proposed project.

It is noted that the appellant's reference to PRC Section 211000(a)(5) in his August 21, 2008 letter was a typographical error. It is understood that the appellant meant to reference PRC Section 211000(b)(5). PRC Section 21100(b)(5) requires the inclusion of a discussion of growth-inducing impacts of the proposed project.

CEQA Guidelines Section 15126 includes the identical requirements that are listed in PRC Section 21100. Article 9 of the CEQA Guidelines (Contents of Environmental Impact Reports, Sections 15120 through 15132) specifies the contents required in an Environmental Impact Report. These include:

a. Table of Contents or Index
b. Summary
c. Project Description
d. Environmental Setting
e. Consideration and Discussion of Environmental Impacts, including:
    a. Significant Environmental Effect of the Proposed Project;
    b. Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented;
    c. Significant Irreversible Environmental Changes Which Would be Involved in the Proposed Project Should it be Implemented;
    d. Growth-Inducing Impact of the Proposed Project;
    e. Mitigation Measures Proposed to Minimize the Significant Effects, and

f. Alternatives to the Proposed Project

The DEIR contains a discussion on growth inducing impacts in Chapter 6, Section 6.4.

The appellants also state that "The DEIR admits to a number of adverse environmental impacts which are significant and unavoidable (identified with specificity in my comment), and this number is significantly increased in the FEIR."

In fact, one significant and unavoidable impact was eliminated and one other impact was reclassified as a result of agency comment. The DEIR contained six (6) significant and unavoidable impacts. Changes in the FEIR included dropping one project component (project access onto SR36) which eliminated a significant and unavoidable transportation impact. In response to comments from the California Department of Fish and Game, the cumulative impacts to biological resources (Impact 4.5-18 on page 4.5-60 of the DEIR) were changed from "Less than Significant" to "Significant and Unavoidable". This change is noted in the FEIR on page 2-236 and on page 3-39. This re-characterization of the impact was not the result of new information or any change in the impacts discussed in the DEIR, but rather merely reflects a change in the County staff's opinion with respect to whether the impact is fully mitigated after input from the Department of Fish and Game.

A DEIR is required to include a statement of the objectives of the proposed project in the project description. These objectives are included in Section 3.7 of the DEIR, page 3-31. As stated in CEQA Guidelines Section 15124(b), project objectives "...will aid the decision makers in preparing findings or a statement of overriding considerations, if necessary. The proposed project objectives as listed in the DEIR include:

- To create a diversity of residential neighborhoods which vary in design, density, and differing levels of housing.
- Provide affordable and attainable housing to local residents and those employed locally.
- To provide recreational uses complementary to the residential uses present and to the regional forms of recreation available in the Lake Almanor area.
- To construct a wastewater treatment plant to serve project development and utilize recycled water where feasible to reduce total water demands.
- To irrigate the golf course with recycled water meeting RWQCB Title22 standards.
- To implement the Plumas County Zoning and General Plan.
- To take advantage of topographic conditions by limiting the amount of grading, and provide opportunities for views.
- Incorporate open space into the design of the development providing interlinked corridors where feasible.
- To design the project to take full advantage of views from the lake, mountains, and open space areas.

- To provide buffers along Bailey Creek, other tributaries, and the Collins Pine Rail Line.
- To provide private recreation facilities for neighborhoods with higher densities and local retail and commercial uses that will reduce the need for vehicular travel in the area.
- To design a golf course around LUA 9, located in the southern portion of the project site to enhance the area as a major visitor serving destination.
- To situate the hotel/spa to take full opportunity of the views from the lake and surrounding open space areas while minimizing visual impacts.
- To provide visitor serving uses and to augment the economic base of the Lake Almanor area and to provide both construction related and long term employment opportunities.
- Retain all necessary buffer and open space areas as set forth in the settlement agreement.
- Preserve areas with steep slopes as open space and provide corridors through which wildlife can migrate.
- Protect eagle and osprey nesting sites with buffer areas and provide for deer migration.
- Provide a buffer area surrounding creeks and water courses.

A DEIR is *not* required to discuss or determine if the benefits of the proposed project outweigh the impacts of the proposed project. However, the Lead Agency, as specified in CEQA Guidelines Section 15093, must "...balance, as applicable, the economic, legal, social, technological, or other benefits of a propose project against its unavoidable environmental risks when determining whether approve the project."

A Statement of Overriding Considerations is a requirement under CEQA Guidelines Section 15093. However, the statement is not required for Certification of an Environmental Impact Report. Under CEQA Section 15093(c), "If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination." Therefore, a statement would be made immediately prior to or concurrent with Project approval, should the project be approved.

Finding #16:

As outlined in detail in the Board of Supervisors staff report dated January 8, 2010, the FEIR includes discussions regarding the adequacy of medical facilities and cumulative effects.

Funding mechanisms for various community services is in the final FEIR as outlined in detail in the Board of Supervisors staff report dated January 8, 2010. It is not the purpose of an EIR to evaluate the capability of service providers to utilize funding.

As outlined in detail in the Board of Supervisors staff report dated January 8, 2010, the project's significant impacts on the physical environment relative to community services is speculative as the exact timing and scope of the area buildout, including the proposed project, is difficult to predict at this time, any need for additional facilities (e.g. buildings) is speculative relative to degree of need, timing, and location. Therefore, any future facilities required due to area buildout, including facilities related to fire control, law enforcement, public schools, libraries,

and public medical facilities, would require independent project level environmental review under CEQA.

Finding #17:

The Final Environmental Impact Report #84 (FEIR) is in compliance with the California Environmental Quality Act (CEQA). The appellant has not provided specific details under X. CONCLUSION, which support the statement that the Final Environmental Impact Report is not in compliance with CEQA.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Clerk, Board of Supervisors
County of Plumas
Quincy, CA 95977

Recorded for the Benefit of
the County of Plumas
Pursuant to Government
Code Section 6301

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code §27383

DEVELOPMENT AGREEMENT

By and Between

THE COUNTY OF PLUMAS

And

LAKE ALMANOR ASSOCIATES LP, A CALIFORNIA LIMITED PARTNERSHIP RELATIVE TO THE DEVELOPMENT KNOWN AS

LAKE FRONT AT WALKER RANCH

EFFECTIVE DATE

DEVELOPMENT AGREEMENT

COUNTY OF PLUMAS

LAKE FRONT AT WALKER RANCH DEVELOPMENT PROJECT

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is made and entered into at Quincy, California on the __ day of _____, 2012, by and between the County of Plumas, a general law county and political subdivision of the State of California ("County"), and Lake Almanor Associates LP, a California limited partnership ("Developer"), pursuant to the authority of Sections 65864 *et seq.*, of the Government Code and Plumas County Code Title 9 Chapter 7, Development Agreements, §§ 9-7.101 et seq.

RECITALS

A. The Board of Supervisors, County of Plumas has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and assure that appropriate measures to enhance and protect the environment are achieved. In furtherance of these goals, the County has enacted its ordinance County of Plumas County Code Title 9 Chapter 7, Development Agreements, §§ 9-7.101 et seq., establishing the procedures and requirements for the consideration of development agreements thereunder pursuant to California Government Code Section 65864 *et seq.* (the "Development Agreement Law").

B. Developer is a California limited partnership organized and existing under the laws of the State of California, in good standing thereunder, and qualified to conduct business in California. Developer holds title to certain real property in fee, which real property consists of approximately Thirteen Hundred Ninety Seven (1397) acres on the Lake Almanor Peninsula near Chester, California, which is legally described in Exhibit A and shown on the vicinity map attached hereto as Exhibit A-1 and the County of Plumas Assessor's Parcel Map attached hereto as Exhibit A-2 as APN #'s 103-010-004, -005, -006, -007, -008, -009, -016, -032 and as 103-020-011, -012, -014, -015, -016, -017, -018, -019, all of which are collectively referred to hereinafter the "Property" and all of which is located within the unincorporated area of Plumas. Developer does not own one parcel within the Project area known as APN 103-440-040, which consists primarily as open

space in the Planned Development Permit. Developer may seek to obtain this outparcel and upon the acquisition by Developer of the parcel it shall be subject to this Agreement.

C. Developer has obtained the approval of a Planned Development Permit, a Vesting Tentative Subdivision Map and this Development Agreement, all of which are collectively referred to hereinafter as the "Lake Front at Walker Ranch Project" or the "Project." The completion of the Project will include approximately 48% of the total land area for recreational and open space, 46% of total land area for residential uses, including nine (9) residential neighborhoods or Land Use Areas ("LUA" or "LUAs"), and 6% of the site for commercial, public utility and roads, as depicted and summarized more specifically in the Site Plan attached hereto as Exhibit B, and the Planned Development Permit PD 3-02/03-07, consisting of pages PD-1 through PD-5, inclusive.

D. The parties have, in good faith, negotiated the terms hereinafter set forth which will carry out the legislative purposes set forth above and will (1) promote orderly growth and quality development within the County accordance with the goals and policies set forth in the General Plan, (2) generate increased tax revenues for the County from residents, tenants and owners of businesses within the Project, and (3) benefit the County by providing increased employment, commercial, housing and recreational opportunities created by the Project for residents of the County.

E. The Board of Supervisors of Plumas County has reviewed and evaluated this Development Agreement in accordance with the Plumas County Code provisions and found it to be consistent with its General Plan.

F. It is the intent of the County and Developer to establish certain conditions and requirements related to review and development of the Project, which is the subject of existing County approvals and land use entitlements for the Project as well as this Development Agreement.

G. The County desires the timely, efficient, orderly and proper development of the Project. The County also desires to encourage quality economic growth and to expand its employment base within County, thereby advancing the socioeconomic interests of its citizens as well as the interests of the region and the State. Because of the logistics, the magnitude of the expenditure and considerable lead time prerequisite to and inherent in developing the Project, Developer desires assurances from the County that the Project can proceed without disruption caused by a change in County's policies except as provided in this Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with construction of the Project.

H. The following development approvals, entitlements, policies and findings have been adopted by County after duly noticed public hearings and other applicable procedures and applied to the Project:

(1) On February 2, 2010 the County certified a Final Environmental Impact Report for the Project (the "Lake Front at Walker Ranch FEIR").

(2) On September 23, 2010 the County approved a Planned Development Permit for the Property providing for the land uses and facilities for the Project in accordance with and pursuant to the conditions set forth therein, together with the Mitigation Monitoring Plan prepared for the Project.

(3) On September 23, 2010 the County approved a Vesting Tentative Subdivision Map for the Property in accordance with and subject to the conditions set for therein.

(4) On January 15, 2008, the Walker Ranch Community Services District approved and adopted its Water Supply Assessment Report and Supporting Findings in accordance with SB 601/221 in regards to a water supply for the Lake Front at Walker Ranch Project.

The approvals and development policies described in subparagraphs (1) through (4), inclusive, above are collectively referred to herein as the "Existing Approvals." All the Existing Approvals are incorporated herein by reference.

I. The terms and conditions of this Development Agreement have undergone extensive review by the County at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the County of Plumas General Plan, and have been further reviewed and evaluated in accordance with the Development Agreement Laws and Chapter 7 of Title 9 of the County's Code, and, further, the County finds that the economic interests of County's citizens and the public health, safety and welfare will be best served by entering into this Development Agreement.

J. The County and Developer have reached mutual agreement and desire to voluntarily enter into this Development Agreement to facilitate development of the Project subject to conditions and requirements set forth herein.

K. On _____, 20___, the Board of Supervisors for the County of Plumas adopted Ordinance No. ____ approving this Development Agreement. The Ordinance took effect on _____, 20__.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing recitals and definitions and in consideration of the mutual promises, obligations and covenants herein contained, County and Developer agree as follows:

1. Definitions. The following defined terms are used in this Development Agreement:

"Applicable Law" is defined as those County ordinances, rules, regulations and policies in effect on or before the effective date of this Agreement.

"County" means the County of Plumas, State of California and its sub-agencies, departments, officers and employees.

"Developer" means Lake Almanor Associates LP, a California limited partnership, and includes, any and all successors-in- interest or title, transferees, partners, joint venturers, and/or assignees of any rights, title or interests in land in the Property or Project.

"Development Agreement" means this Development Agreement.

"Development Agreement Law" is defined in Recital A.

"Development Plan" shall refer to this Development Agreement and the Existing Approvals together with all future approvals granted by the County which shall automatically be deemed Existing Approvals upon approval.

"Project Description" is defined in Recital D and set forth at Exhibit B.

"Effective Date" of this Development Agreement is defined in Section 5.1.

"Existing Approvals" is defined in Recital H.

"Extension" of the term of this Development Agreement is defined in Section 5.2.

"Final Project Approval" For purposes of this Agreement, "Final Project Approval" shall mean the approval of the Project and this Development Agreement, together with the expiration of the referendum period and/or any other statutory challenge period or the successful resolution of any referendum or any other challenge regarding the approval of the Project, including but not limited to approval and certification of the FEIR for the Project.

"Term" of this Development Agreement is defined in Section 5.2.

"Minor Amendment" is defined in Section 9.3.

"Major Amendment" is defined in Section 9.2.

"Mortgage" is defined in Section 16.1.

"Notice of Breach" is defined in Section 11.2.

"Notice of Non-Breach" is defined in Section 11.2.

"Mortgagee" is defined in Section 16.1.

"Other Agency Approvals" shall mean other permits and approvals as may be required from other governmental or quasi-governmental agencies having

jurisdiction over the Project as may be required for the development of, or provision of services to, the Project.

"Other Vesting Statute" is defined in Section 15.

"Permitted Delay" is defined in Section 9.4.

"Processing Fee" is defined in Section 6.3(a).

"Project" is defined in Recital C.

"Property" is defined in Recital B and Section 2, described in Exhibit A and shown on the map set forth in Exhibit A-1.

"Subsequent Approvals" is defined as those approvals given by the County which are in furtherance of the development of the Project, such as tentative maps, use permits and site plan reviews.

2. Description of Property. The Property which is the subject of this Development Agreement is described in Exhibit A and shown on the map set forth at Exhibit A-1 attached hereto ("Property").

3. Interest and Qualifications of Developer. The Developer holds the Property in fee.

Developer hereby represents and warrants:

(a) as of the Effective Date of this Development Agreement Developer is: (i) duly organized and validly existing under the laws of the State of California; (ii) in good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of Developer under this Development Agreement;

(b) no approvals or other consents of any persons are necessary for the execution, delivery or performance of this Development Agreement by Developer, including the consent of existing lenders and lienholders as of the Effective Date, who shall subordinate to this Development Agreement, except as have been obtained;

(c) the execution and delivery of this Development Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary action; and

(d) this Development Agreement is a valid obligation of Developer in accordance with its terms.

4. Relationship of Parties. This Development Agreement is a contract that has been negotiated and voluntarily entered into as between the County, and Developer in

accordance with Government Code Sections 65864 *et seq.*, regulating the land uses of the Property and the Applicable Law. The parties agree that in the performance of its obligations hereunder Developer is acting as an independent contractor and not an agent of the County. The County and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection therewith shall be construed as making the County and Developer joint venturers or partners.

5. Effective Date and Term of Agreement.

5.1 Effective Date. This Development Agreement shall be effective upon its execution by the parties pursuant to Government Code Section 65868.5 (the execution date being the "Effective Date"), which date in no event shall be earlier than the effective date of Ordinance No. _____ approving this Development Agreement. The County Clerk shall record this Development Agreement with the County Recorder no later than 10 days after County executes this Development Agreement, and that the burdens of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement.

5.2 Term. The term of this Agreement shall commence on the Effective Date and extend for a period of **fifteen (15) years** thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Agreement (the "Term"). Subject to County's written consent, the Term may be extended twice (2X) for a period of up to ten (10) years per extension upon Developer providing to County written notice of its intention to exercise the right to extend at least six (6) months prior to the expiration of the previous term. County's consent to such extension shall not be unreasonably withheld, delayed, or conditioned, subject to the conditions set forth in 5.2(a).

(a) Restrictions. By way of example, and without limitation, the parties agree that it shall be reasonable for County to withhold its consent to an extension if any of the following situations exist or may exist:

(i) In County's reasonable business judgment, a successor of the Developer lacks sufficient experience to manage a successful development and project of the type and quality being conducted on the Property;

(ii) In County's reasonable business judgment, the then net worth of the Developer or Developer's successor is inadequate to manage a successful development and project of the type and quality being conducted on the Property; or

(iii) The initial public infrastructure, including the water and wastewater treatment facilities, has not been constructed as of the time of the first extension of the term and less than fifty percent (50%) of the total

residential unit density has been permitted at the time of the second extension of the term.

(iv) County determines that an act or omission by Developer constitutes a breach of this Agreement, in which case the County shall provide notice of such breach in the manner as set forth in Section 11.2 of this Agreement.

(b) Procedures. Should Developer desire to affect an extension of the term, Developer shall give notice thereof to County by requesting in writing Landlord's consent to such extension at least six (6) months before the effective date of the extension and shall provide County with the following:

(i) A description of the identity, net worth, and previous business experience of the Developer or Developer's successor, including, without limitation, copies of such Developer or Developer's successor latest income statement, balance sheet, and statement of cash flows (with accompanying notes and disclosures of all material changes thereto) in audited form only if available at the time, and certified as accurate by the Developer or Developer's successor along with a written statement authorizing County or its designated representative(s) to investigate the Developer's or Developer's successor's business experience, credit, and financial responsibility;

(ii) Any further information relevant to the transaction that County reasonably requests within thirty (30) days after receipt of Developer's written request for consent.

(iii) A proposed instrument in recordable form reasonably acceptable to County, executed by Developer, to evidence the extension of the term.

A proposed extension of the term that has not complied with the notice provisions set forth in this 5.2(b) shall be of no force or effect until County's consent has been obtained in accordance with this section 5.2. Within ninety (90) days after receipt of Developer's written request for consent in accordance with this section 5.2(b), County shall respond in writing to the proposed extension of the term. If County refuses to consent to a proposed extension of the term, it shall state in writing the specific reason(s) for its refusal to consent. If County fails to respond in writing to a request for consent within the ninety (90) day period, or if County refuses to consent in writing within the ninety (90) day period but does not state in writing the specific reason(s) for its refusal, County shall conclusively be deemed to have consented to the proposed extension of the term. Developer shall, on demand of County, reimburse County for County's reasonable costs, including legal fees, incurred in obtaining advice and reviewing or preparing documentation for each extension of the term that requires County's consent.

6. Use of the Property and Applicable Law.

6.1 Permitted Uses. The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and requirements for infrastructure and public improvements shall be governed by the provisions of the Development Plan and the Applicable Law.

(a) The Project proposes an overall density of 1674 residential units together with 100,000 square feet of commercial use and 150 rooms of Hotel/Spa use. The residential units are comprised of 482 units in the southern area of the project site (469 golf course lots and 13 estate lots east of Clifford Drive, and in the northern area of the project site eight (8) residential Land Use Areas ("LUA's") of varying densities for a total of 1192 units.

(b) Under this Agreement Developer shall have the right to amend, revise and change the interior boundaries of property designated as LUA in the land use plan, so long as the overall net intensity and density of use do not exceed the total of 1674 total residential units of the project and 1192 units for the northern area of the project site. Under such circumstances, such amendment or revision shall constitute a Minor Revision to the Project. If the request revision exceeds the total number of residential units or those located in the northern portion of the Project site, such amendment or revision shall constitute a Major Revision.

(c) The Development Plan and Existing Approvals have been approved and conditioned in accordance with the Lake Front at Walker Ranch FEIR and Mitigation Monitoring Plan. For the purposes of subsequent review under CEQA the parties agree that the Development Plan is a "community plan" within the meaning of CEQA Guidelines Section 15183, and the limited review provided by the Guidelines will be applicable to Subsequent Approvals, provided that, they are consistent with the Development Plan and there have not been significant changes in circumstances or in the Project which would make streamlined review as provided in the Guidelines inappropriate.

6.2 Project Development. Developer agrees to develop the Project in accordance with the Development Plan, the Applicable Law and the terms and conditions of this Development Agreement.

6.3 Fees and Payments to the County.

(a) Project Fees. County may charge, and Developer shall pay when due any costs incurred by the County in staff time and overhead in the processing of Developer's approvals, permits and entitlements. County agrees that any fees charged for processing shall be limited to the actual cost of the County to process the application for

which the Application Fee is charged, in accordance with applicable law. County shall keep records of the time and expenses incurred in the processing of Developer's development applications and charge Developer on a time and material basis. Developer shall deposit with the County an estimated amount as determined by the County for the processing of an application, which amount will be deposited in a special account, from which the County will draw sums to cover the costs of the application process. The County shall provide to Developer a monthly invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. Hourly time rates shall be the "fully loaded labor rate" including, but are not limited to, payroll taxes, employee benefits, workers compensation, and associated overhead costs. The invoice amount shall not exceed the actual cost to the County to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by Developer will be exhausted, County shall provide Developer with a new estimate of the cost to complete the processing of the application. Developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve Developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.

In furtherance of the foregoing the County may contract with one or more outside inspectors, engineers or consultants to perform all or any portion of the monitoring, inspection, testing and evaluation services to be performed in connection with processing, construction and development of the Project. County agrees that the services performed by outside vendors will not be duplicative of services performed by County staff resulting in the Developer being charged twice for any service performed. Time spent by County staff providing information, responding to questions, directing, monitoring, or evaluating the work of outside vendors or otherwise administering the contract with outside vendors will not be considered duplicative.

(b) Development Impact Fees. Developer shall pay the County Development Impact fees, together with any reasonable increase based on a cost of living or construction factor, in effect as of the effective date of this Development Agreement, and no new impact fees or assessments shall be applicable to the Property, except as may be provided in this Agreement. The County is not currently collecting its Development Impact fees due to the condition of the economy, but for the purposes of this Agreement, such fees shall be deemed in effect as of the effective date of this Agreement. The parties agree that the Development Impact Fees are reasonably necessary to mitigate environmental and other impacts of the Project on the County's facilities, services and programs that will not otherwise be mitigated through Developer's performance of its other obligations set forth in the Development Plan.

(c) No Further Development Fees, Exactions or Payments by Developer. This Development Agreement, the Existing Approvals and Applicable Laws

fully set forth all of Developer's obligations to County pertaining to the Project, and Developer's performance of its obligations under this Agreement, including Section 6.6 of this Agreement, shall fully satisfy all present and future requirements for development fees and exactions or any other additional payments that could be required by County for the Project. Notwithstanding the foregoing, a Major Amendment, in accordance with Section 9.2 hereof, to the Existing Approvals or this Development Agreement shall entitle County to impose new and/or increased development fees and exactions on the amended part of the Project, but only to the extent that the Major Amendment increases the Project's impact on public facilities and services as determined by County in its reasonable discretion based upon the circumstances and nature of said Major Amendment.

6.4 Vesting of Developer's Rights. Developer is hereby vested with the right to develop the Property in accordance with the Development Plan and the Applicable Laws. "Vested" shall mean that except as to express limitations and reservations contained in this Agreement, Developer's Property and the Existing Approvals shall not be subject to changes in County laws. In the event that the County grants an approval or permit in the implementation of the Project, the approval or permit shall also be considered vested.

(a) Consistency of Future Approvals with Applicable Law. Except in the case of a Major Amendment, to the extent it has full authority to do so, the County agrees to, and shall grant and implement the necessary site plan or subdivision approvals, permits and connections, including any ministerial approvals, which will accomplish development of the Project for the uses and to the density or intensity of development as provided in the Development Plan in accordance with the Applicable Laws, provided that the request or application for permit is consistent with County's adopted standards, specifically County Ordinance Code, Title 9, Chapter 4. If any changes in the provisions of the Applicable Laws are in conflict with the provisions of this Development Agreement, the provisions of this Development Agreement shall prevail.

(b) Applicable Building and Construction Standards. Except in the case of a Major Amendment, or unless expressly provided in this Development Agreement, the rules, regulations and official policies governing design, improvement and construction standards and specifications only, applicable to the Project and including but not limited to, all public improvements, shall be those in force and effect at the time of the Effective Date of this Development Agreement. Notwithstanding the foregoing, all building and construction standards, which are promulgated by the State or federal authority (including those for which the County is the enforcement agency) shall be those in effect at the time of application for the applicable permits.

(c) Applicable Infrastructure Policies. Concurrently with this Agreement, Developer is seeking an agreement with the Walker Ranch Community Services District, to provide for the construction and maintenance of necessary public infrastructure within the Project. Developer agrees that such infrastructure will be constructed in accordance with such agreement with the CSD.

(d) New Taxes. Any subsequently enacted County-wide or area-wide taxes, as tax is defined in California Constitution Article XIII C, Section 1, shall apply to the Project provided that the application of such taxes to the Property is prospective and they do not impact the Property in a manner different than other properties in the County or effected area.

(e) Compliance with Federal and State Requirements. Developer, at its sole cost and expense, shall comply with requirements of, and all permits and approvals required by regional, State and Federal agencies having jurisdiction over the Project.

(f) Subsequently Enacted Rules and Regulations. Except in the case of a Major Amendment or as otherwise provided by the terms and conditions of this Agreement, no ordinance, resolution, rule, regulation or policy of County shall be applied, imposed or enacted by County, by resolution, ordinance, initiative, or otherwise, which in any way relates to the rate, timing or sequencing of the development or use of the Property, or any improvements related thereto, including without limitation, any no-growth or slow-growth moratoriums or annual development allocations, quotas or limitations, or in any way conflicts with the permitted uses, density and intensity of uses, maximum building height and size set forth in the Existing Approvals and Development Plan; provided, however, Developer shall be subject to any such growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, County-wide or area-wide basis and directly concerns a public health or safety issue, in which case County shall treat Developer in a uniform, equitable and proportionate manner with all properties which are zoned consistent with Developer's zoning set forth in the Existing Approvals and Development Plan.

Notwithstanding the foregoing, this Development Agreement shall not preclude the application to the development of the Property of changes in County laws, or County's regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations as provided in Government Code Section 65869.5. In the event State or Federal laws or regulations enacted after the Effective Date of this Development Agreement or action by any other governmental agency other than County, prevent or preclude compliance with one or more provisions of this Development Agreement, or require changes in plans, maps or permits approved by County, the parties agree the Development Plan shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations. Any determination as to the implementation of this Section which cannot be resolved between Developer and County staff may be referred or appealed to the Board of Supervisors for a final administrative determination of the matter.

(g) Existing Approvals Expire with Agreement. County agrees that the expiration date of the Existing Approvals shall be the same as the term of this Development Agreement and any extension thereof, without the necessity of obtaining extensions therefore.

(h) County's Police Power. Nothing in this Development Agreement shall be construed to limit the authority of County in the exercise of its police power or pursuant to Federal or State mandate to adopt and apply to Developer and the development of the Project codes, ordinances, policies, rules and regulations that are enacted to remedy an imminent threat to health, safety or physical risk to the public.

6.5 Development Timing and Restrictions.

(a) The parties acknowledge that Developer cannot at this time predict with certainty when development of the Project will start or the rate at which phases of the Property would be developed. Such decisions depend upon numerous factors many of which are not within the control of Developer, such as economic and market conditions and demand, interest rates, competition and other factors.

(b) Developer has submitted a proposed Phasing Plan for the Project, however, it is the intent of the County and Developer to hereby acknowledge and provide for the right of Developer to develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing Developer's business decision, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of the Development Plan. The Phasing Plan may be reasonably amended and changed by Developer without further amendment to this Development Agreement or the Existing Approvals so long as the timing and phasing of infrastructure improvements, complying with all applicable development criteria, are approved by Agencies so as to be provided concurrently with changes in the development phasing.

(c) The County agrees that Developer shall have the right, at Developer's sole risk to request and obtain permits for certain phases of the Project development, (such as grading and foundation permits) prior to the final completion, submission and approval of detailed plans for other phases of the Project development.

6.6 Infrastructure Improvements.

(a) Onsite Infrastructure Improvements. Except as otherwise expressly provided herein Developer shall, at its expense, design, construct and install all onsite infrastructure improvements in accordance with the requirements of the Development Plan, and thereafter dedicate or convey said improvements and the real property upon which the improvements are located as public facilities and improvements to the County or Walker Ranch CSD, whichever has primary jurisdiction over the operation and maintenance of said facilities. Developer understands and agrees that such conveyance or dedication of facilities need not be accepted unless such facilities are constructed in accordance with applicable standards.

(b) Developer's Contributions to Offsite Infrastructure Improvements. With the exception of the construction and improvement of the secondary access road located in the northern portion of the Property which provides a second point of access from the Project to a County public right of way, Developer shall not be required to design, construct or financially participate in the design or construction of any offsite infrastructure improvements, other than as specified hereinbelow:

(i) Conveyance of Intersection Property. Developer shall dedicate its rights and interests, free of any liens or encumbrances, to that portion of the Property located to the east of the existing A-13 which will be severed from the Property or otherwise underlie the proposed future intersection of County Highway A-13 and State Highway A-36, shown on the approved Tentative Map for the Project as Parcel OS-F and listed and described in Exhibit "C", attached hereto. Developer shall provide for the dedication of Parcel OS-F with the recording of a final map for the Large Lot Map, described below, of which Parcel OS-F is a part.

(ii) County/State Roadway Improvements. The Developer shall participate and financially contribute in accordance with its proportional share, as may be required under the Existing Approvals and Mitigation Monitoring Program, in the cost of construction for certain offsite roadway improvements, including improvement to the State highway system. A comprehensive traffic study has been done by the County which identifies the need for County and State highway improvements to facilitate the projected growth of the County over the next one hundred years, which identifies improvements that will be necessary as a result of the development of the Project and others which will be required to accommodate cumulative regional growth including the Project. The County has estimated the cost of the improvements as provided in Exhibit "D", attached hereto, and provided the mechanism for determining the "Lake Front Traffic Impact Fee". County agrees that the payment of the "Lake Front Traffic Impact Fee" and special tax or assessments provided herein will constitute the full mitigation of the project impacts to offsite roads and cumulative impacts as identified in the FEIR relating to traffic and satisfy the requirements of Conditions 80(a) and 80(b) of the Project. The County upon collecting such funds will deposit them into an account to be used solely for the financing of road improvements as identified in the traffic study upon which the fees have been based. The parties understand and agree that the traffic analysis identifying the needed improvements has attempted to forecast traffic impacts utilizing an extremely long range projection, which makes it difficult to project with certainty exactly when such impacts shall come to pass. Accordingly, the County shall continually monitor the level of service of the impacted roadways to ensure that the required improvements are constructed at such time as they are required to avoid a degradation of traffic flows. In light of the foregoing Developer understands and agrees that the timing for certain improvements for which the traffic impact fees are collected is uncertain and Developer therefore waives its rights under Government Code Section 66001(d)(D)(2) to challenge the County's failure to make specific findings or to construct designated improvements in a timely manner, provided that County has otherwise properly maintained and managed the deposited sums.

(c) No Other Off-Site Infrastructure Improvements. Except as provided above, Developer shall not be required to fund or construct any additional off-site County infrastructure improvements of any type or nature whatsoever, except as may be required in connection with a subsequent amendment as provided for in Section 9.1 of this Agreement.

(d) Effect of Future County or Regional Traffic Fee. In the event that the County adopts a County-wide or regional traffic mitigation fee program or assessment district, applicable to the Lake Almanor area, which is designed to provide traffic capacity improvements for all planned future development, including the Project, said fee or assessment program shall take precedence over the fees or assessments established in accordance with this Agreement and the Project area shall be responsible for paying the newly approved fee thereafter.

7. Large Lot Subdivision Map. Developer intends to process for the Project a large lot subdivision map (the "Large Lot Map") which will be designed to create large parcels delineating the various neighborhoods, or portions of neighborhoods, for the purpose of facilitating the subsequent planning, phasing and financing of Project improvements. Further, the Large Lot Map will provide a vehicle for the legal designation of open space parcels and easements and rights of way to be ultimately granted to the County or other agencies. The County agrees to the processing of the Large Lot Map provided that the lots created thereby are consistent with the Development Plan and have easement rights for access. The County agrees that the recording of a final map consistent with the Large Lot Map will not trigger the conditions of approval that call for compliance prior to or concurrently with the recording of a "final map." Developer understands and agrees that no development of the lots created by the Large Lot Map will be allowed until subsequent entitlements are obtained for such parcels, such as, a final map creating residential lots for development or a commercial use permit.

8. Miscellaneous Obligations of the Parties.

8.1 Legal Defense Costs in the Event of Third-Party Legal Challenge to be paid by Developer. In the event any legal or equitable action or proceeding is instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its initial adoption or the initial issuance of any of the Existing Approvals, or subsequent applications by Developer or Developer's successors concerning the Property, Developer reserves the right to withdraw its application for the Project. Developer shall give notice to County of such withdrawal of its application within twenty (20) days of service of notice of such action or proceeding or prior to the due date for any response to action or proceeding, whichever occurs first. If Developer elects not to withdraw its application, Developer agrees to obtain and hire litigation counsel to diligently defend Developer and the County in any such action or proceeding and to bear the cost of litigation expenses of any joint defense, including but not limited to attorneys' fees incurred. County, in County's sole and absolute discretion, may retain separate legal counsel at Developer's sole cost and expense to represent County in any such action or proceeding. Developer shall also reimburse County for the time and expense of any

County employees or personnel incurred in connection with such action or proceeding. The Developer further agrees to indemnify and hold County harmless from and against any and all claims for damages, including but not limited to recovery of the third party's litigation expenses, including attorney's fees, regardless of Developer's withdrawal of its application. If Developer elects not to withdraw its application, Developer shall deposit with County at the time notice of withdrawal an amount as determined by the County in its sole and absolute discretion, to cover County's potential expenses associated with the defense of the lawsuit and the cost of any adverse judgment (the "Litigation Fund"). As the Litigation Fund is depleted, Developer shall make additional deposits as required by the County, as it determines at its sole discretion is required to maintain the Litigation Fund. Developer understands and agrees that the amounts required by County will be adequate to ensure that County shall not be exposed to expenses associated with such litigation. Upon final conclusion of the action or proceeding, the unexpended portion of the Litigation Fund shall be returned to the Developer.

8.2 Developer Obligations. In addition to the other obligations of Developer set forth herein and under the Existing Approvals, Developer shall have the following obligations:

(a) Development of the Property. In consideration of County entering into this Development Agreement, Developer agrees that the development of the Property shall be in conformance with all of the terms, covenants and requirements of this Development Agreement and the Development Plan. Developer and its successors and assigns, as applicable, shall pay when due any and all fees, charges and other costs, including mitigation impact fees and costs, which are imposed pursuant to this Development Agreement or are otherwise lawfully imposed on all or any portion of the Project.

(b) Conveyance of Open Space Lands Subject to Settlement Agreement and Conservation Easement. Developer shall convey to the Walker Ranch Community Services District by quitclaim deed those certain lands delineated and identified as Lake Almanor Associates' portion of the Bailey Creek Corridor subject to that certain Settlement Agreement between the State of California and Lake Almanor Associates, et al in settlement of that certain lawsuit, to wit: Plumas County Superior Court Action No. 16965. The subject properties are identified on the approved tentative map for the Project identified as Parcels OS-C, OS-D and OS-E and described in Exhibit "C". Said conveyance shall be phased to occur at such time as a final subdivision map for land adjacent to the subject open space is recorded and shall correspond to that portion of the Bailey Creek Corridor Open Space adjacent to the Final subdivision Map being recorded. Said conveyance shall be subject to and reserve to Developer the right to obtain a tax credit, deduction or other offset as may be permitted or provided for under applicable state or federal tax codes or regulations.

(c) Open Space Maintenance. Except as provided in subsection (b) above, with respect to the Bailey Creek Corridor, and Parcel OS-F, which, as provided above, is to be dedicated to County, the balance of the open space lots as described and

listed in Exhibit "C" shall be conveyed to and maintained by the owners association to be formed for the Project, or shall be retained in private ownership or be incorporated and maintained as part of the golf course properties.

(d) Intertie Connection between Walker Ranch CSD Water Supply Line and Lake Almanor County Club Mutual Water Company. Developer agrees to design and construct a stubbed water supply pipeline of approximately 300' in length between its southernmost section of water supply line within Land Use Area 9, as depicted in the Project's approved site plan, and the Projects southern boundary adjacent to property containing the facilities of the Lake Almanor Country Club Mutual Water Company. The pipeline shall be constructed at such time as the infrastructure for Land Use Area 9 is constructed and shall be capped. Developer shall have no other obligations with respect to completing an intertie to system of the Lake Almanor Country Club Mutual Water Company facilities.

(e) Design Guidelines. In compliance with the conditions of approval for the Project and the desire of the parties to ensure that the Project is constructed in an aesthetically pleasing manner, Developer shall develop design guidelines to be utilized during the construction of private structures in the Project. The design guidelines shall be monitored and enforced by a master homeowners association to be formed by the Developer prior to the development of any of the parcels within the Project. The design guidelines shall be recorded with the covenants, conditions and restrictions prepared for the Property. Prior to the recording of the covenants, conditions and restrictions, Developer shall provide to the County a copy of the design guidelines for review, comment, and approval.

(f) Drainage and Open Space Maintenance Financing. Pursuant to subsection (b) of this Agreement, above, and the conditions of approval for the Project, Developer shall convey the open space parcels, as shown in Exhibit "C" and various drainage improvements designed within public utility easements or right of way to to County . County's acceptance of rights of way within which drainage improvements are constructed shall be subject to the Walker Ranch CSD providing the maintenance of the drainage facilities. The conveyance of the open space and drainage improvement easements shall occur at such time as a final subdivision map for the land adjacent to or which contains the open space is recorded. At this time the Walker Ranch CSD does not have a source of funds to finance the maintenance costs. Developer shall cooperate with the Walker Ranch CSD to form an assessment district or zone of benefit to provide the necessary funds to maintain the lands and improvements conveyed to the Walker Ranch CSD. Developer shall pay all costs and expenses in connection with the formation of such assessment district or zone, including, but not limited to such expenses as: Local Agency Formation Commission fees, nexus studies, legal services, election costs, engineering, notice and publication expenses. Such assessment district or zone of benefit shall be formed prior to the dedication of any of the lands or improvements to the Walker Ranch CSD. Prior to the dedication of such open space or drainage facilities Developer shall be solely responsible for the maintenance of the property, including fuel modification as necessary.

(g) Wastewater Treatment Plant. Developer proposed as part of the application for the Development Plan the construction of a wastewater treatment plant to serve the Project. Developer has provided a site for the treatment plant containing an area in excess of what is required for the Project, in order that the treatment plant may someday be expanded to serve all of the Lake Almanor Peninsula area, if so determined by the County or Walker Ranch CSD. At such time as Developer is prepared to move forward with the Project and construct the treatment plant, Developer shall design the treatment plant and all appurtenances to the plant, in compliance with all State and local regulations applicable to such construction. The treatment plant shall be designed and constructed in such a manner that the treatment plant may be easily expanded to provide service to the Peninsula area in the event that the County and Walker Ranch CSD determines that providing such service is necessary or desirable. Developer has provided to County a document entitled *Lake Almanor Peninsula Regional Wastewater Treatment Concept Report*, dated March 21, 2011 (the "Wastewater Concept Report"), a copy of which is on file with the County Planning Department, which details Developer's commitment to provide for expandability of the treatment plant which involves the oversizing of facilities at considerable additional expense to Developer. Such future expansion, if determined to be necessary by the County or Walker Ranch CSD, does not require financial involvement of the Developer, except for the dedication of the excess land and the oversizing of facilities, referenced above. Developer and County do not intend that any landowner within the Peninsula area is a third party beneficiary of this Agreement, meaning that such non-Lake Front landowners do not have a right to connect into the Lake Front system to be constructed by Developer. However, the County or CSD reserve the right to determine otherwise once the wastewater treatment plant is designed, constructed and accepted by the Walker Ranch CSD. Developer nor the Project area will be responsible for the cost of the ultimate expansion of the facilities nor the transmission lines necessary for use by others.

(h) Secondary Road Access. The County has determined that the Project requires a secondary access to provide for efficient circulation in the case of an emergency. The secondary access available to the Property consists of a private easement at the northern end of the Project extending under State Route 36 and ultimately connecting to a County maintained road described as the "old highway right of way", as shown on the approved Tentative Map for the Project. Prior to development in LUA 2, 3, 4, 5, 6 or C-2, the developer shall construct improvements to the secondary road adequate to ensure the safe use of the road for emergency ingress and egress in accordance with Exhibit "E" and construct a gate at the Project boundary in accordance with fire district standards. Developer has obtained from the underlying property owner of the road and easement allowing for the use of the roadway for emergency purposes together with the right to improve the roadway as shown in Exhibit "E". To ensure that the improvements constructed in the easement are maintained, the covenants, conditions and restrictions for the Project will require an owners association created within the Project be responsible for maintenance of the easement. The covenants, conditions and restrictions shall provide that this obligation may not be amended without the consent of the County.

(i) Future Public Services Fees. Developer acknowledges that the Peninsula Fire Protection District and the County Sheriff's Office may, as development of the Peninsula area progresses, require capital improvements or equipment for which an adequate development fee program is not being implemented. Developer agrees, notwithstanding any other provision of this Agreement, that Developer will not protest the applicability of a future assessment or fee validly adopted for the provision of capital facilities to the Project area, provided that, the assessment or fee is uniformly applied to other properties in the benefit area.

(j) Water Quality Monitoring. Developer and County have a mutual interest in the continued health and vitality of Lake Almanor. Accordingly, the County has encouraged the periodic monitoring of the lake's water quality as a means to predict measures that may be required to maintain quality standards. Developer intends to form a landowners association as a means to provide certain maintenance functions and to govern the internal operation and development of the Project. Developer agrees that the management documents prepared for the landowners association shall provide that a payment in an amount equal to three dollars ($3.00) per developed parcel annexed into the association per annum shall be included in the association budget for the purpose of water quality monitoring. This amount shall be paid to the County, as directed by the County. The management documents shall provide that the annual payment may not be changed or eliminated except by agreement between the County and the management body of the landowners association.

(k) Road Maintenance Cost. As On-site roadways and roadway appurtenances are constructed within the Project, the County will accept such roadways into the County's maintained road system, provided that, Developer provides a funding mechanism such as a road maintenance district or a county service area zone of benefit, designed to cover the cost of maintenance of the roadways. The County shall determine in its sole discretion if the funding mechanism is acceptable to the County. If Developer does not form such a district or zone of benefit, the landowners association formed for the Project shall maintain the roadways as private roadways.

(l) Donation to Recreation Center. As further consideration for this Agreement, Developer agrees to pay to County, upon the effective date of this Agreement and the expiration date of any applicable statute of limitation for a third party challenge, the sum of Five Thousand dollars ($5,000.00). This sum shall be used solely for the funding of equipment for the Almanor Recreation Center. County desires to install in the Almanor Recreation Center a commercial kitchen and related facilities. Developer has, through its partners and affiliates, potential connections to locate specialized kitchen equipment at prices that may otherwise not be available to County. Developer agrees to work with the County to locate such equipment for acquisition by County.

8.3 County Obligations. In addition to the other obligations of County set forth herein, County shall have the following obligations:

(a) County's Good Faith in Proceedings. In consideration of Developer entering into this Development Agreement, County agrees that it will accept, process and review, in good faith and as expeditiously as possible in the normal course of County business, all complete applications for any necessary County approvals related to the Project, including but not limited to approvals of precise development plans, lot line adjustments, dedications, architectural review permits, encroachment permits, demolition permits, grading permits, building permits and certificates of occupancy filed by Developer in accordance with the terms of this Development Agreement and in accordance with the procedural requirements set forth in the County's Ordinance Code.

(b) Other Agency Approvals. The County shall cooperate with Developer, at Developer's cost and expense, in Developer's endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project ("Other Agency Approvals").

(c) No Expanded Facilities. The County agrees that, except as provided in this Agreement and the Wastewater Concept Report, Developer shall not have a condition imposed on any subsequent approval for the Project, for the construction of a facility or improvement that is sized or designed to benefit properties outside of the Project.

(d) Environmental Review. The parties acknowledge and agree that the Lake Front at Walker Ranch FEIR, including any subsequent or supplemental environmental impact report, is intended to be used in connection with each of the Existing Approvals and subsequent approvals needed for the Project. Consistent with CEQA policies, County agrees to use the FEIR in connection with the processing of any of the subsequent approvals to the extent allowed by law.

(e) Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted after the Effective Date of this Agreement, whether by action of the County, by initiative, referendum, or otherwise, that imposes a building, utility service or connection, completion or occupancy moratorium which affects the Project on all or any part of the Property, the County agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Existing Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency in order to prevent an imminent danger to the health and safety of the public.

9. Amendment.

9.1 Amendment By Mutual Written Consent. Except as otherwise expressly provided herein, this Development Agreement may be terminated, modified or amended only by mutual written consent of the parties hereto, or their successors-in-interest or assignees, and in accordance with the provisions of Government Code Sections 65967, 65867.5 and 65868.

9.2 Major Amendment. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement (except for an extension of the term pursuant to Section 5.2 or Section 9.4); (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or size of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a "Major Amendment" and shall require giving of notice and a public hearing. Limited time extensions (not including extensions to the term) not exceeding one hundred eighty (180) days in the aggregate for all such extensions, for compliance with the terms and conditions set forth herein, may be granted or denied by the County Planning Director. Any amendment which is not a Major Amendment shall be deemed Minor Amendment subject to Section 9.3 below and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. The County Planning Director, or his or her designate, shall have the authority to determine if an amendment is a Major Amendment subject to this Section 9.2 or a Minor Amendment subject to Section 9.3 below. Developer shall have the right to appeal the County Planning Director's determination to the County Board of Supervisors.

9.3 Minor Amendment. The County Planning Director, or his or her designate, shall have the authority to review and approve amendments to this Development Agreement requested by Developer provided that such amendments are not Major Amendments. Developer shall have the right to appeal such County Planning Director's actions to the County Board of Supervisors.

9.4 Requirement for Writing. No modification, amendment or other change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing, which refers expressly to this Development Agreement and is signed by duly authorized representatives of both parties or their successors. The County Clerk shall record an appropriate notice of any Major Amendment, cancellation or termination with the Plumas County Recorder not later than ten (10) days after the effective date of the action effecting such amendment, cancellation or termination, accompanied by a legal description of the Property. At the request of Developer, the County Clerk shall record an appropriate notice of any Minor Amendment with the Plumas County Recorder not later than ten (10) days after the request accompanied by a legal description of the Property.

9.5 Amendments to Development Agreement Legislation. This Development Agreement has been entered into in reliance upon the provisions of this Development Agreement Law as those provisions existed at the date of execution of this Development Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Development Agreement shall be applicable to this Development Agreement unless such amendment or addition is specifically required by the federal or California law, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Development Agreement shall not be affected by the same unless the

parties mutually agree in writing to amend this Development Agreement to permit such applicability.

9.6 Amendment of the Existing Approvals. Notwithstanding any other provisions in this Development Agreement to the contrary, Developer may seek and obtain in accordance with then applicable State and local laws, ordinances, regulations, rules and procedures, amendments or modifications to the Existing Approvals and County Future Approvals without seeking an amendment of this Development Agreement.

9.7 Termination; Effect on Development of the Property.

(a) Termination. This Agreement shall terminate upon the expiration of the Term or when the Property has been fully developed and all of the obligations of County and Developer in connection therewith as set forth in this Agreement are satisfied as reasonably determined by County. Upon completion of performance of the parties or termination of this Development Agreement, a written statement acknowledging such completion or termination shall be recorded by County in the Official Records of Plumas County, California. Notwithstanding the foregoing, this Agreement shall be deemed terminated as to any lot within the Project when that lot is conveyed to the ultimate retail user of the lot, provided however, that any applicable impacts fees as provided here in will be applicable at the time a building permit is issued.

(b) Continued Applicability of Existing Approvals. The expiration or termination of this Agreement shall not affect any rights properly established and vested during the Term of this Agreement under any provision of the Government Code or State law by the issuance of building permits and expenditure of substantial costs in furtherance of development of this project. Any rights which have been deemed to be so vested shall continue to be vested as a lawful use, building or right following the expiration of the Term hereof.

(c) Provisions Surviving Termination. Notwithstanding anything in this Development Agreement to the contrary, the following provisions of this Development Agreement shall survive and remain in effect following termination or cancellation of this Development Agreement for so long as necessary to give them full force and effect with respect to claims or rights of County arising prior to such termination or cancellation:

(i) This Section 9.8 (Effect of termination or cancellation);

(ii) Section 11.1 (remedies; limitation on damages and exceptions thereto; accrued obligations);

(iii) Sections 8.1 and 13 (Cooperation in the event of legal challenge);

(iv) Section 17.1 (Indemnification).

10. Annual Review.

10.1 Time of Review. As required by Section 9-7.501 of the County Code, the County Planning Director shall review this Development Agreement and all actions taken pursuant to the terms of this Development Agreement every twelve (12) months from the Effective Date to determine good faith compliance with this Development Agreement.

10.2 County to Initiate. The County shall initiate the annual review by providing Developer with written notice at least sixty (60) days prior to the Planning Director's review, which notice may contain a request for information or materials reasonably required by the Planning Director for such review. Developer shall submit the requested information within thirty (30) days of the date of mailing of the Planning Director's notice. Failure to provide the requested information, within thirty (30) days following written demand from the County citing this Section shall constitute a default by Developer under this Development Agreement unless otherwise excused or such time is extended by County.

10.3 Good Faith Compliance. The annual review required by California Government Code, Section 65865.1, shall be conducted as provided herein. The scope of any such review shall be limited to compliance with the terms of this Development Agreement pursuant to California Government Code Section 65865.1. Within sixty (60) days following receipt of Developer's information reasonably requested by the County Planning Director or his or her designate, the Planning Director shall review Developer's submission, to ascertain whether Developer has complied in good faith with the terms of this Development Agreement. If the Planning Director finds good faith compliance by Developer with the terms of this Development Agreement, the Planning Director shall so notify Developer and the Board of Supervisors in writing and the review for that period shall be concluded. If the Planning Director is not satisfied that the Developer is performing in accordance with the terms and conditions of this Development Agreement, the Planning Director shall refer the matter to the Board of Supervisors for a decision and notify Developer in writing, along with Planning Director's findings in support of his or her determination of non-compliance, at least thirty (30) days in advance of the time at which the matter will be considered by the County Board of Supervisors.

The Board of Supervisors shall conduct a hearing at which Developer shall be permitted to submit evidence that it has complied in good faith with the terms and conditions of this Development Agreement. The findings of the Board of Supervisors on whether Developer has complied with this Development Agreement for the period under review shall be based upon substantial evidence in the record. If the Board of Supervisors determines that, based upon substantial evidence, Developer has complied in good faith with the terms and conditions of this Development Agreement, the review for that period shall be concluded. If, however, the Board of Supervisors determines, based upon substantial evidence in the record, that Developer has not complied in good faith with the terms and conditions of this Development Agreement, the County shall provide written notice of such determination to Developer, upon receipt of which Developer shall either (a) use good faith efforts to cure the breach or, if such cure is of the nature to take

longer than 30 days, to take reasonable actions to commence curing the breach during such thirty (30) day period and to thereafter diligently prosecute such cure to completion; or take seek other remedies available pursuant to Section 11.1. If Developer concludes that the County has not complied in good faith with the terms of the annual review process set forth in this Section 10, then Developer may deliver a Notice of Breach and the parties shall follow the procedure set forth in Section 11 for resolving a breach. . For the purposes of this section, the term "diligently prosecute" shall mean that the breaching party is acting in good faith and taking all commercially reasonable actions to complete a cure taking into consideration possible delays stemming from forces outside the control of the breaching party including weather, processing delays or third party claims or litigation. A determination as to whether a party has demonstrated this good faith compliance shall be construed as a "legislative act" providing for a more stringent standard of proof should litigation be required.

10.4 No County Waiver. Subject to Section 12, County does not waive any claim of defect or breach in performance by Developer if, following periodic review pursuant to this Section 10, County or Developer do not propose to modify or terminate this Development Agreement. Subject to Section 12, failure of County to conduct an annual review shall not constitute a waiver by County of its rights to otherwise enforce the provisions of this Development Agreement.

11. Default.

11.1 Remedies for Breach. County and Developer acknowledge that the purpose of this Development Agreement is to carry out the parties' objectives as set forth in the Recitals hereof. County and Developer agree that to determine a sum of money which would adequately compensate either party for choices they have made which would be foreclosed should the Project not be completed pursuant to and as contemplated by this Development Agreement is not possible and that damages would not be an adequate remedy. Therefore, County and Developer agree that in the event of a breach of this Development Agreement (following an arbitration determination if arbitration is expressly permitted by other provisions of this Development Agreement and is invoked pursuant to Section 11.3) the only remedies available to the non-breaching party shall be: (1) suits for specific performance to remedy a specific breach; (2) suits for declaratory or injunctive relief; (3) suits for mandamus under Code of Civil Procedure Section 1085, or special writs; or (4) termination of this Development Agreement or, at the option of County in the event of breach by Developer, termination of the rights of Developer under this Development Agreement. Except for attorney's fees and associated costs as set forth herein, monetary damages shall not be awarded to either party. This exclusion on damages shall not preclude actions by a party to enforce payments of monies due, or the performance of obligations requiring the expenditures of money, under the terms of this Development Agreement. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

11.2 Notice of Breach. Prior to the initiation of any action for relief specified in Section 11.1 above because of an alleged breach of this Development Agreement, the party claiming breach shall deliver to the other party a written notice of breach ("Notice of Breach"). The Notice of Breach shall specify the reasons for the allegation of breach with reasonable particularity. The so-called breaching party shall have thirty (30) days to either: (a) use good faith efforts to cure the breach or, if such cure is of the nature to take longer than 30 days, to take reasonable actions to commence curing the breach during such thirty (30) day period and to thereafter diligently prosecute such cure to completion; or (b) if in the determination of the so-called breaching party, such event does not constitute a breach of this Development Agreement, the so-called breaching party, within thirty (30) days of receipt of the Notice of Breach, shall deliver to the party claiming the breach a notice of non-breach ("Notice of Non-Breach"), which sets forth with reasonable particularity the reasons that a breach has not occurred. Upon receipt of the Notice of Non-Breach the County shall promptly set the matter for a hearing before the Board of Supervisors, which shall be conducted as provided in hearing provisions in Section 10.3, above, including utilization of the cure provisions in the event the Board should hold that a breach has occurred.

12. Estoppel Certificate. Within thirty (30) days following any written request which either party may make from time to time, and upon payment of a fee to the County to reimburse the County for its reasonable expenses associated herewith, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications; and

(b) there are not current uncured defaults under this Agreement or specifying the date, nature of any default and manner of cure.

This certificate may be executed by the Planning Director.

13. Transfers, Assignments. The Developer shall have the right to sell, assign, or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. The conditions and covenants set forth in this Agreement and incorporated herein by exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer shall provide the County with written notice of any intent to sell, assign, or transfer all or a portion of the Property at least twenty (20) days in advance of such action. Express written assumption in favor of the County, in a form reasonably acceptable to the County, by such purchaser, assignee or transferee, of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred, shall relieve the Developer selling, assigning or

transferring such interest of such obligations so expressly assumed, so long as County accepts such assignment in written form, which acceptance shall not be unreasonably withheld.

14. Mortgage Protection; Certain Rights of Cure.

14.1 Mortgage Protection. This Development Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Development Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Development Agreement (including but not limited to County's remedies to terminate this Development Agreement, and to seek other relief as provided in this Development Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

14.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 14.1 above, no Mortgagee shall have any obligation or duty under this Development Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Development Agreement, or the Development Plan.

14.3 Notice of Default to Mortgagee. If County receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then County shall deliver to such Mortgagee at such Mortgagee's cost (or Developer's cost), concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by County that Developer is in default hereunder, and if County makes a determination of default hereunder, County shall if so requested by such Mortgagee likewise serve at such Mortgagee's cost (or Developer's cost) notice of such noncompliance on such Mortgagee concurrently with service thereon on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in County's notice.

14.4 No Supersedure. Nothing in this Section 14 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Development Agreement, nor shall any provision of this Section 14 constitute an obligation of County to such Mortgagee, except as to the notice requirements of Section 14.3.

15. Indemnification and Insurance.

15.1 Indemnification. It is specifically understood and agreed by the parties that the development contemplated by this Development Agreement is a private development, that County has no interest in or responsibility for or duty to third persons concerning any of said improvements, and that Developer shall have full power over the exclusive control of the Property herein described subject only to the limitations and obligations of Developer under this Development Agreement. Developer hereby agrees to and shall indemnify, defend and hold County and its elected and appointed representatives, officers, agents and employees harmless from any liability for damage or claims for damage for bodily injury, including death, as well as from claims for property damage which may arise from Developer' operations under this Development Agreement and Subsequent Approvals, excepting suits and actions brought by Developer for default of this Development Agreement and Subsequent Approvals or arising from the gross negligence or willful misconduct of County to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

This indemnification and hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this Section 15.1, regardless of whether or not County prepared, supplied or approved plans or specifications for the Project, but does not apply to damages and claims for damages caused by County with respect to public improvements and facilities after County has accepted responsibility for such public improvements and facilities.

15.2 Insurance. At all times during the term of this Development Agreement, Developer shall provide, maintain and keep in full force a commercial general liability insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations. This insurance will be in addition to any other insurance requirements that may be imposed at such time as subsequent actions are taken during the course of the development and construction of the Project.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee or by depositing the same with Federal Express or another reputable private overnight courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth below or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private overnight courier service, or five (5)

business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other parties hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

County:	Planning Director County of Plumas 555 Main Street Quincy, CA. 95971 Telephone: (530) 283-7011 Facsimile: (530) 283-6135
with a copy to:	County Counsel County of Plumas 520 Main Street, Room 302 Quincy, CA. 95971 Phone: (530) 283-6240 Facsimile: (530) 283-6116
Developer:	Lake Almanor Associates, L.P. 591 Redwood Highway, Suite 3150 Mill Valley, CA 94941 Attn: Mark Harmon Telephone: (415) 380-3470 Facsimile: (415) 380-3461

with a copy to: Craig M. Sandberg, Esq.
Law Offices of Craig M. Sandberg
1024 Iron Point Road
Folsom, CA 95630
Telephone: (916) 357-6698
Facsimile: (530) 676-4383

Courtesy copy to: County Engineer and Manager, CSD
c/o Engineering Department
555 Main Street
Quincy, CA 95971

17. Miscellaneous.

17.1 Headings. Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

17.2 Severability. Except as otherwise provided herein, if any provision(s) of this Development Agreement is (are) held invalid, the remainder of this Development Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

17.3 Agreement Runs with the Land. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

17.4 Applicable Law/Venue/Attorneys' Fees and Costs. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Development Agreement shall be brought only in the Superior Court of the County of Plumas, State of California. Should any legal action be brought by either party because of breach of this Development Agreement or to enforce any provision of this Development Agreement, the prevailing party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court or arbitrator.

17.5 Execution. This Development Agreement was approved by the Board of Supervisors of the County of Plumas by way of Ordinance No. ___, which was finally adopted on _____ __, 20_____, and became effective thirty (30) days thereafter, and was duly executed by the parties.

17.6 Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Development Agreement and this Development Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Development Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

17.7 Agreement is Entire Understanding. This Development Agreement is executed in one (1) original. This Development Agreement consists of __ pages, in addition to the Recitals, and Exhibits, attached hereto and incorporated by reference herein, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement as of the date indicated below:

COUNTY:

COUNTY OF PLUMAS,
A general law County and political subdivision of the State of California

By:_____
Robert Meacher, Chairperson

ATTEST:

By:_____
Nancy DaForno, Clerk of the Board

DEVELOPER:
Lake Almanor Associates LP,
A California limited Partnership

By: _____

Mark Nicholson, Authorized and Managing Partner

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20___, before me, _____, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____ [Seal]

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20___, before me, _____, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____ [Seal]

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT A-1

MAP OF PROPERTY

EXHIBIT A-2

COUNTY OF PLUMAS ASSESSOR'S
PARCEL MAP OF PROPERTY

EXHIBIT B

SITE PLAN

EXHIBIT C

OPEN SPACE MATRIX

Lake Front: Disposition of Open Space Parcels

Parcel No.	Acreage	Function	Ownership/Disposition	Notes
OS-A	4.0	Slope/Landscape	HOA	Cut-slope at Marina Drive
OS-B	1.2	Slope/Landscape	HOA	Cut/fill-slope at Marina Drive
OS-C	128.5	Open Space/Habitat Conservation	WRCSD	Bailey Creek Settlement Area
OS-D	37.5	Open Space/Habitat Conservation	WRCSD	Bailey Creek Settlement Area
OS-E	16	Open Space/Habitat Conservation	WRCSD	Bailey Creek Settlement Area
OS-F	10.3	Intersection Realignment/Buffer	Plumas County	SR36/A-13 Intersection
OS-G	1.3	Landscape Buffer	HOA	SR-36 Buffer
OS-H	2.6	Landscape Buffer	HOA	SR-36 Buffer
OS-I	3.5	Landscape Buffer	HOA	SR-36 Buffer
OS-K	64.4	Open Space/Habitat Conservation	HOA	Slope and upland area adjacent to WWTP ponds
OS-L	28.4	Open Space/Habitat Conservation	HOA	Lake Shore
OS-M	5	Open Space/Habitat Conservation	HOA	Slope area below WWTP site
Lot 183	107	Open Space/Habitat Conservation	Private ownership (restricted)	Development Restricted Except for 1 acre Homesite and Driveway.
GC-1	158.1	Golf Course and Open space	Private ownership (Course Operator)	Big Cove Drainage, Includes Clubhouse.
GC-2	34.7	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9
GC-3	35.9	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9
GC-4	9.4	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9
GC-5	12.4	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9

Exhibit D

to the

Development Agreement for Lake Front at Walker Ranch

Lake Front Traffic Impact Fee Program

6.6(b)(ii) is titled: County/State Roadway Improvements.

The following Lake Front Traffic Impact Fee Program for off-site traffic mitigation projects has been developed whereby funds will be collected from the development to construct the traffic mitigation projects, as identified by the Environmental Impact Report (EIR). The program addresses known development that can begin immediately upon Board approval (i.e., the South Unit) and on the larger parcels where lot layout, road alignments, and type of development are unknown at this time (i.e., the North Unit). Inasmuch as the traffic impacts related to the development will be fully mitigated for full buildout of the development, no overriding considerations findings are deemed necessary by the Board of Supervisors.

General Overview:

In order to mitigate the off-site traffic improvements associated with the Lake Front subdivision, the County and the Developer hereby agree to implementation of the following program, as summarized thus: All lots will be required to pay a "Lake Front Traffic Impact Fee" to the Plumas County Department of Public Works at the time a "certificate of occupancy" (or a "conditional certificate of occupancy") is issued by the Plumas County Building Department for use of the lot.

In summary, the traffic impact fee is due and payable (as adjusted annually) over a 40-year time period, with the owner having the option to instead pay a single payment. For non-residential development, the start-up payment program may be delayed for up to two (2) years.

- RESIDENTIAL LOTS (Single Family and Duplex Lots)

  All residential lots will be required to pay a "Lake Front Traffic Impact Fee" to the Plumas County Department of Public Works at the time a "certificate of occupancy" (or a "conditional certificate of occupancy") is issued by the Plumas County Building Department for residential use of the lot.

The residential parcels for the south unit are proposed to be charged a fee at the time a Certificate of Occupancy is ready to be issued by the Building Department. The fee will cover the costs of mitigation measures calculated for 40% buildout of the development. Also at the time the CO is approved, the parcel will begin to be assessed annually for the remaining costs of mitigation measures calculated for the 41% - 100% buildout of the development. It is also proposed that the owner be given the option of paying the full fee up front or to pay the full fee over a 40-year assessment.

The residential parcels for the north unit will pay a fee with similar program as the south unit, except that the fees will be adjusted depending upon the final layout of the subdivision at map submittal.

- COMMERCIAL LOTS (All Non-Residential Lots)

  The north unit is proposed to consist of a single parcel for commercial development and a single parcel proposed for a 150-room, resort hotel while the south unit is proposed to contain an 18-hole golf course. The fees that will cover the costs of mitigation measures for these portions of the development will have to be calculated upon receipt of the actual building permit applications. The rate will be established for a 40-year assessment period. However, upon written request by the Owner, a two-year grace (delay) period on the annual assessment, effective after issuance of a certificate of occupancy, will be granted by the Board of Supervisors to allow the business(es) to financially establish themselves before fees are initiated.

  The Department of Public Works will monitor the commercial trip generation during the two (2) year grace period and determine if a lower trip rate and mitigation cost than that assumed in the EIR is warranted. These findings and any adjustments in assessment amounts will be subject to approval by the Board of Supervisors.

- MULTI-RESIDENTIAL LOTS (3 or more Dwelling Units on a Residential Lot)

  The "Lake Front Traffic Impact Fees" for the multi-family units are hereby be waived in exchange for the 10.3 acres of land to be rezoned as Open Space, adjacent to County Route A13 and State Route 36 on the Vested Tentative Subdivision Map (VTSM). This land must be quitclaimed prior to, or simultaneously with, the recordation of the final map, in accordance with per the subdivision conditions of approval. This acquisition precludes the future need to acquire additional right-of-way by the County and the State to enable the County and/or State to design and construct future improvements in the vicinity of County Route A13 and State Route 36.

Administration of the Lake Front Traffic Impact Fee Program:

The Lake Front Traffic Impact Fee Program will be administered by the Plumas County Department of Public Works.

Administration costs of department staff is to be assessed to the Lake Front Traffic Impact Fee Program as a line item cost. Accordingly, the program administration costs of the department staff is not subject to the payment of fees by the Developer as set forth in the Development Agreement at Section 6.3, "Fees and Payments to the County."

Funds associated with this traffic impact fee program will be placed in a separate account, titled "Lake front Traffic Impact Fee Account.

The Department will prepare and submit an annual report to the Board of Supervisors that pertains to the contributions and expenditures in the Lake Front Traffic Impact Fee Account.

Special Provisions:

1. Following execution of this Development Agreement, the Board of Supervisors may choose an alternative improvement at one or more of the mitigation locations, based upon recommendations of the Department of Public Works and Caltrans, in order to maintain the Level of Service standard set forth in the EIR (i.e., Level of Service C/D).

    a. If the alternative improvement is more expensive, the development will not be charged any additional fees.

    b. If the alternative improvement is less expensive, the fees charged the development will be adjusted by decreasing the number years of any remaining annual assessments by an amount to reflect the savings in the mitigation project's cost, i.e., resulting in fewer annual payments.

2. Any future mitigation project cost savings to be credited to units that have previously paid "one time fees" will be allocated towards the following:

    a. Non-motorized transportation improvement projects on the following routes:

        i. County Route 313 (County Route A13)
        ii. Clifford Drive
        iii. State Route 147 between the intersection with State Route 89 and the intersection with County Route A13
        iv. State Route 36 between the intersection with County Route A13 and the intersection with Melissa Avenue

3. The fees collected (payments and interest generated on the account) will be held in a separate account, with interest accounted for annually.

a. The Department of Public Works is designated as the lead agency to administer and implement the projects identified within this impact fee program. Decisions of the Director of Public Works shall be final, except that such decisions may be appealed to the Board of Supervisors.

b. Costs incurred by the Department of Public Works to administer the impact fee program and implement mitigation projects (as approved by the Board of Supervisors) are appropriate expenditures from the Account.

c. Planning, design (preliminary and final), environmental and construction phase costs for any mitigation project, including construction inspection, are appropriate expenditures from the Account.

d. Costs associated with additional trip generation and traffic studies as outlined under the fee program for the commercial unit(s), golf course, and resort hotel units shall be considered a part of the preliminary engineering costs. Such costs are appropriate expenditures from the Account.

e. Costs incurred by various County of Plumas departments and offices in the administrative support of this impact fee program (as approved by the Board of Supervisors) are appropriate expenditures from the Account.

4. Issuance of a partial, phased, preliminary or other such conditional Certificate of Occupancy is sufficient to require payment of the traffic impact fee.

Developer's Engineer's Cost Estimate

KASL Consulting Engineers previously provided costs estimates for the mitigation measures within the traffic study used in the EIR. These estimates provide the basis of the traffic mitigation fees. The project cost estimates were adjusted for changes in the California Construction Cost Index (Fisher Formula) between the end of calendar year 2006 and the end of calendar year 2010.

South Unit – Residential Development - Traffic Impact Mitigation

The south unit is proposed to consist of 642 single-family dwelling unit lots. These units are proposed to be charged a fee at the time a Certificate of Occupancy (CO) is ready to be issued by the Building Department. The fee will cover the costs of mitigation measures calculated for 40% buildout of the development. At the time the CO is approved, the parcel will begin to be assessed annually for the remaining costs of mitigation measures calculated for the 40% - 100% buildout of the development. The owner of the property has the option of paying the full fee up front or to pay the full fee over a 40-year assessment program.

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU South Unit	Fee due at issuance of Certificate of Occupancy	$2,371.16 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually

			approved by the Board – no less than 0%, no greater than 3.5% annually
	40-year Annual Assessment beginning at issuance of Certificate of Occupancy	$113.89 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Or the homebuyer or builder may choose the full payment option:

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU South Unit	Fee due at Certificate of issuance of Occupancy	$6,926.73 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Or the homebuyer or builder may choose the long term assesment:

SFDU South Unit	40-year Annual Assessment beginning at issuance of Certificate of Occupancy	$173.17 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Note: SFDU means Single Family Dwelling Unit.

North Unit - Residential Development - Traffic Impact Mitigation

The north unit is proposed to consist of 932 single-family dwelling unit lots. These units are proposed to be charged a fee at the time a Certificate of Occupancy is ready to be issued by the Building Department. The fee will cover the costs of mitigation measures calculated for 40% Buildout of the development. Also at the time the CO is approved, the parcel will begin to be assessed annually for the remaining costs of mitigation measures calculated for the 40% - 100% buildout of the development. The fee structure for this unit will be developed upon receipt of the application for individual maps displaying the actual position and number of residential lots. The format for the fee collection will follow that of the South Unit:

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU North Unit	Fee due at Certificate of Occupancy	$2,354.51 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually
	40-year Annual Assessment beginning at Certificate of Occupancy	$113.09 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no

			greater than 3.5% annually

Or the homebuyer or builder may choose the full payment option:

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU North Unit	Fee due at Certificate of Occupancy	$6,878.09 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Or the homebuyer or builder may choose the long term assessment:

SFDU North Unit	40-year Annual Assessment beginning at Certificate of Occupancy	$171.95 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Note: SFDU means Single Family Dwelling Unit.

North Unit – Commercial Development - Traffic Impact Mitigation

The north unit is proposed to consist of a single parcel of commercial development estimated to provide 100,000 square feet of gross building area. The fee that will cover the costs of mitigation measures for this part of the development will have to be calculated upon receipt of the actual building application. The rate will be established for a 40-year assessment period. Upon written request by the Owner, a two-year grace period after certificate of occupancy will be granted on the annual assessment to allow the business to attempt to financially establish itself.

The maximum rate of annual assessment on per square foot basis per the EIR's trip generation and the engineer's estimate is $0.88/sf of building space per year. For example a 100'x100' commercial office space development would be assessed $8,800 per year at year one. If, in the future, the property becomes vacant, the landowner may apply in writing, on an annual basis, for relief from the impact fees until the property becomes occupied once again.

The Department of Public Works will monitor the commercial trip generation during the two year grace period and determine if a lower trip rate and mitigation cost than that found in the EIR is warranted. These findings and any adjustments in assessment rates will be subject to approval by the Board of Supervisors.

Land Use	Units	Cost per Unit	Cost Escalation Factor
Commercial North Unit	Fees due annually beginning two years after issuance of a Certificate of Occupancy or Conditional Certificate of Occupancy.	$0.88 per gross square foot of floor area constructed (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0% and no greater than 3.5% annually

North Unit – Commercial Development (Resort Hotel) - Traffic Impact Mitigation

The north unit is also proposed to contain a 150-room, resort hotel. The impacts of a "resort hotel" will need to be based upon the actual proposal at the time of building application submittal. The traffic impact fees for the "resort hotel" will begin being assessed after a two (2) year grace period after issuance of a certificate of occupancy, or a conditional certificate of occupancy to allow the business to attempt to financially establish itself. If in the future, the property becomes vacant, the landowner may apply in writing for relief (through the Department of Public Works to the Board of Supervisors) from the impact fees on an annual basis until the property becomes occupied once again.

The calculation of the fee is as follows:

- the trips generated per the traffic study for the p.m. peak hour trips will equal 74 equating to a mitigation cost of $962,208 at 100% buildout.
- The fees will be collected annually over a 40 year period beginning in the amount of $24,055.08. The payment will be due with annual property tax payments. For a 150-room hotel this would equate to $160.37 per room annually.
- For 150 rooms occupied 50% of the year, the owner would need to add an additional room charge of $0.88 per night.

The Department of Public Works will monitor the hotel trip generation during the two year grace period and determine if a lower rate than found in the EIR is warranted. These findings and any adjustments in assessment rates will be subject to approval by the Board of Supervisors.

Land Use	Units	Cost per Unit	Cost Escalation Factor
Resort Hotel North Unit	Fees due annually beginning two years after Certificate of Occupancy	$160.37 per hotel room constructed (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0% and no greater than 3.5% annually

North Unit – Multi-Family Residential Development - Traffic Impact Mitigation

The mitigation fees for the multi-family units are hereby waived in exchange for the 10.3 acres of land to be rezoned Open Space adjacent to County Route A13 and State Route 36 on the VTSM. This property, as addressed in the conditions of approval, must be quitclaimed to Plumas County prior to, or simultaneously with, the recordation of the final map. This acquisition precludes the future need to acquire additional right-of-way by the County and the State in order to implement future improvements in the vicinity of A13 and SR36.

South Unit – Golf Course Development - Traffic Impact Mitigation

The south unit is also proposed to contain a 18-hole golf course. The traffic impact fees for the golf course will begin being assessed after a two (2) year grace period after issuance of a certificate of occupancy, or a conditional certificate of occupancy to allow the business to attempt to financially establish itself. If in the future, the property becomes vacant, the landowner may apply in writing for relief (through the Department of Public Works to the Board of Supervisors) from the impact fees on an annual basis until the property becomes occupied once again.

The calculation of the fee is as follows:

- the trips generated per the traffic study for the p.m. peak hour trips were equal to 30 equating to a mitigation cost of $390,084 at 100% buildout.
- The fees will be collected over a 40 year period beginning in the amount of $9,752.10. The payment will be due with annual property tax payments.
- For 6 months of operation, at an average of 50 golfers per day, the fee would equate to $1.08/per round of golf

The Department of Public Works will monitor the golf course trip generation during the two year grace period and determine if a lower rate than the EIR is warranted. These findings and any adjustments in assessment rates will be subject to approval by the Board of Supervisors.

Land Use	Units	Cost per Unit	Cost Escalation Factor
Golf Course South Unit	Fees due annually beginning two years after Certificate of Occupancy	$9,752.10 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

EXHIBIT E


EMERGENCY ACCESS ROAD EXHIBIT
N
SCALE: 1"=200'
COUNTY FUNDED PROJECT TO REPLACE BRIDGE AND ROADWAY APPROACHES
400'
400'
NEW CHESTER DUMP ROAD
COUNTY ROAD A13
EXISTING BRIDGE
INSTALL PAVED TAPERS AS REQUIRED BY COUNTY
50' R/W (TYP)
EXIST. ROAD RESURFACED WITH 22' OF AC
BULEY CREEK
2' GRADED SHOULDER EACH SIDE
SR 36 R/W
SR 36
EXIST ROAD RESURFACED WITH 18' OF AC UNDER BRIDGE
SR 36 R/W
SR 36 R/W
SR 36
2' GRADED SHOULDER EACH SIDE UNDER BRIDGE, GUARD RAIL AND RUB RAIL TO BE PROVIDED
PLACE GATE WITH KNOX BOX LOCK AT LAKE FRONT PROPERTY LINE
EXISTING ACCESS EASEMENT AND ROAD
PROPOSED ONSITE ACCESS IMPROVEMENTS
15 NOV 2007

LEGAL DESCRIPTION

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PORTIONS OF SECTION 12, T28N, R7E, MDM, ACCORDING TO THE OFFICIAL PLAT THEREOF AND OF SECTION 7, T28N, R8E, MDM, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 12 AND RUNNING THENCE N 57°00' E 1700.00 FEET; THENCE N 10°00' W 600.00 FEET; THENCE N 11°36'46" E 655.14 FEET TO THE SOUTH LINE OF THE COLLINS PINE RAILROAD RIGHT-OF-WAY AS DESCRIBED IN THAT DEED RECORDED September 27, 1941 IN BOOK 77 OF DEEDS, PAGE 344, AT APPROXIMATE ENGINEERS STATION 234+15; THENCE N 23°36'33" W 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD AND THE TRUE POINT OF BEGINNING; THENCE N 31°00' W 2200 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 36 AS DESCRIBED IN THAT DEED RECORDED IN BOOK 173 OFFICIAL RECORDS AT PAGE 70; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, EASTERLY 1450 FEET MORE OR LESS TO THE WESTERLY LINE OF THE FUTURE ROUTE OF COUNTY ROAD A-13 AS DESCRIBED AS "PARCEL 10" IN SAID DEED RECORDED IN VOLUME 173 OF OFFICIAL RECORDS AT PAGE 70; THENCE ALONG SAID WESTERLY LINE OF FUTURE A-13, SOUTHEASTERLY 1350 FEET MORE OR LESS TO THE SOUTHERLY END OF SAID PARCEL 10; THENCE ALONG SAID SOUTHERLY END OF SAID PARCEL 10, NORTHEASTERLY 40 FEET MORE OR LESS TO THE CENTERLINE OF COUNTY ROAD A-13 AS DESCRIBED IN THAT EASEMENT DEED RECORDED IN VOLUME 172 OF OFFICIAL RECORDS AT PAGE 1216; THENCE ALONG SAID CENTERLINE OF A-13, SOUTHEASTERLY 2350 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COLLINS PINE RAILROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE WESTERLY 2800 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO WALKER RANCH COMMUNITY SERVICES DISTRICT, RECORDED JUNE 20, 2002, DOCUMENT NUMBER 2002-0005814, OFFICIAL RECORDS AND THAT PORTION DESCRIBED IN THE DEED TO PENINSULA FIRE DISTRICT, RECORDED SEPTEMBER 26, 2002, DOCUMENT NUMBER 2002-0009611, OFFICIAL RECORDS.

AP# 103-010-032

PARCEL 2:

IN T28N, R7E, MDM:

SECTION 24: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 24, DISTANT THEREON EAST 1670.00 FEET FROM THE SOUTHWEST CORNER THEREOF, AND RUNNING THENCE ALONG SAID SOUTH LINE, EAST 1042.01 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 24; THENCE CONTINUING EAST 900.00 FEET; THENCE PARALLEL TO THE EAST LINE OF SAID SECTION 24, NORTH 514.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 514.18 FEET AND WEST 1942.01 FEET TO THE POINT OF COMMENCEMENT; THENCE PARALLEL TO THE WEST LINE OF SAID SECTION 24, NORTH 2168 FEET; THENCE S 51°00'E 1935 FEET TO THE CENTERLINE OF CLIFFORD DRIVE, FORMERLY WALKER ROAD, AS DESCRIBED IN THAT EASEMENT DEED RECORDED IN VOLUME 434 OF OFFICIAL RECORDS AT PAGE 178; THENCE ALONG SAID CENTERLINE, NORTHEASTERLY 224 FEET MORE OR LESS TO A POINT WHICH LIES N 32°00'W FROM THE TRUE POINT OF BEGINNING; THENCE S 32°00'E 626 FEET TO THE TRUE POINT OF BEGINNING.

AP# 103-020-019

PARCEL 3:

IN T28N, R7E, MDM:

SECTIONS 13 AND 24: COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 13, DISTANT THEREON N 0°22'56"W 914.13 FEET FROM THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE N 63°26'40"E 2026.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 63°26'40"W 828.38 FEET TO THE EAST LINE OF THE WEST 1075 FEET OF THE SW 1/4 OF SAID SECTION 13 (MEASURED ALONG THE SOUTH

LINE OF SAID SW 1/4); THENCE ALONG SAID EAST LINE, S 0°22'56"E 1422.87 FEET TO THE SOUTH LINE OF SAID SECTION 13; THENCE PARALLEL TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 24, S 0°08'44"W 1267.00 FEET; THENCE TOWARDS POINT A, WHICH LIES S 59°00'W 3100.00 FEET FROM THE NORTHEAST CORNER OF SECTION 24 (FROM WHICH THE NORTH 1/4 CORNER OF SECTION 24 BEARS S 89°09'33"W 2852.11 FEET), S 81°59'10"E 1633.37 FEET TO A POINT LYING N 81°59'10"W 151.27 FEET FROM SAID POINT A; THENCE N 6°41'57"W 1540.85 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 13, DISTANT THEREON S 88°34'40"W 135.00 FEET FROM THE SOUTHEAST CORNER OF THE SW 1/4 THEREOF; THENCE PARALLEL TO THE EAST LINE OF SAID SW 1/4, N 0°13'40"E 2004.53 FEET; THENCE S 70°26'18"W 737.55 FEET TO THE TRUE POINT OF BEGINNING.

AP# 103-020-012

PARCEL 4:

IN T28N, R7E, MDM:

SECTION 24: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, FROM WHICH THE NORTH 1/4 CORNER BEARS S 89°09'33"W 2852.11 FEET, AND RUNNING THENCE S 59°00'W 3100.00 FEET TO POINT A, BEING THE TRUE POINT OF BEGINNING, THENCE TOWARDS THE SOUTHEAST CORNER OF THE WEST 1075.00 FEET OF THE NORTH 1267.00 FEET OF THE NW 1/4 OF SAID SECTION 24 (MEASURED ALONG THE NORTH AND WEST LINES OF SAID NW 1/4), N 81°59'10"W 151.27 FEET; THENCE N 6°41'57"W 1540.85 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24, DISTANT THEREON S 88°34'40"W 135.00 FEET FROM THE NORTHWEST CORNER OF THE NE 1/4 THEREOF; THENCE N 88°34'40"E 135.00 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION 24, N 89°09'33"E 2352.78 FEET TO THE CENTERLINE OF CLIFFORD DRIVE, FORMERLY WALKER ROAD, AS DESCRIBED IN THAT EASEMENT DEED RECORDED IN VOLUME 434 OF OFFICIAL RECORDS AT PAGE 178; THENCE ALONG SAID CENTERLINE, SOUTHEASTERLY 100.00 FEET TO A POINT WHICH LIES N 55°42'E FROM THE TRUE POINT OF BEGINNING; THENCE S 55°42'W 2653.39 FEET TO THE TRUE POINT OF BEGINNING.

AP# 103-020-014

PARCEL 5:

IN T28N, R7E, MDM:

SECTIONS 13, 14, 23 AND 24: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13 DISTANT THEREON N 0°22'56"W 914.13 FEET FROM THE SOUTHWEST CORNER THEREOF, AND RUNNING THENCE N 63°26'40"E 1197.62 FEET TO THE EAST LINE OF THE WEST 1075.00 FEET OF THE SW 1/4 OF SAID SECTION 13 (MEASURED ALONG THE SOUTH LINE OF SAID SW 1/4); THENCE ALONG SAID EAST LINE, S 0°22'56"E 1422.87 FEET TO THE SOUTH LINE OF SAID SECTION 13; THENCE PARALLEL TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 24, S 0°08'44"W 1267.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1267.00 FEET OF THE WEST 1075.00 FEET OF THE NW 1/4 OF SAID SECTION 24 (MEASURED ALONG THE NORTH AND WEST LINES OF SAID NW 1/4); THENCE PARALLEL TO THE NORTH LINE OF SAID NW 1/4, S 88°34'40"W 1075.00 FEET TO THE WEST LINE OF SAID SECTION 24; THENCE CONTINUING S 88°34'40"W 1009 FEET MORE OR LESS TO THE 4500 FOOT CONTOUR LINE OF LAKE ALMANOR; THENCE ALONG SAID CONTOUR LINE, NORTHERLY 2652 FEET MORE OR LESS TO THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 14; THENCE EAST 567 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4; THENCE S 0°22'56"E 407.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AP# 103-020-011

PARCEL 6:

IN T28N, R7E, MDM:

SECTION 13: ALL THAT PORTION OF THE W 1/2 LYING SOUTHERLY OF THE COLLINS PINE RAILROAD RIGHT-OF-WAY AS DESCRIBED IN THAT DEED RECORDED September 27, 1941 IN BOOK 77 OF DEEDS, PAGE 344, AND NORTHERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID W 1/2 DISTANT THEREON N 0°22'56"W 914.13 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13, AND RUNNING THENCE N 63°26'40"E 2026.00 FEET; THENCE N 70°26'18"E 737.55 FEET TO THE NORTHWEST CORNER OF THE EAST 135.00 FEET OF THE SOUTH 2004.53 FEET OF SAID W 1/2 (MEASURED ALONG THE SOUTH AND EAST LINES OF SAID W 1/2); THENCE PARALLEL TO THE SOUTH LINE OF SAID W 1/2, N 88°34'40"E 135.00 FEET TO A POINT ON THE EAST LINE OF SAID W 1/2 DISTANT THEREON N 0°13'40"W

2004.53 FEET FROM THE SOUTHEAST CORNER THEREOF.

EXCEPTING THEREFROM ANY PORTION LYING BELOW THE 4500 FOOT CONTOUR LINE OF LAKE ALMANOR.

AP# 103-010-016

PARCEL 7:

IN T28N, R7E, MDM:

SECTION 24: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, FROM WHICH THE NORTH 1/4 CORNER BEARS S 89°09'33"W 2852.11 FEET, AND RUNNING THENCE S 59°00'00"W 3100.00 FEET; THENCE S 6°29'48"E 880.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 6°29'48"W 880.00 FEET; THENCE N 81°59'10"W 1784.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 1075 FEET OF THE NORTH 1267.00 FEET OF THE NW 1/4 OF SAID SECTION 24 (MEASURED ALONG THE NORTH AND WEST LINES OF SAID NW 1/4); THENCE PARALLEL TO THE WEST LINE OF SAID NW 1/4 AND THE SOUTHERLY EXTENSION THEREOF, S 0°08'44"W 1601 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTH 2430.00 FEET OF THE SW 1/4 OF SAID SECTION 24 (MEASURED ALONG THE WEST LINE OF SAID SW 1/4); THENCE ALONG SAID NORTH LINE, EAST 75 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 1150 FEET OF THE SAID SW 1/4 (MEASURED ALONG THE SOUTH LINE OF SAID SW 1/4); THENCE S 64°E 590 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE WEST 1670.00 FEET OF THE SOUTH 2168.00 FEET OF THE SW 1/4 OF SAID SECTION 24 (MEASURED ALONG THE WEST AND SOUTH LINES OF SAID SW 1/4); THENCE S 51°00'E 1935 FEET TO THE CENTERLINE OF CLIFFORD DRIVE, FORMERLY WALKER ROAD, AS DESCRIBED IN THAT EASEMENT DEED RECORDED IN VOLUME 434 OF OFFICIAL RECORDS AT PAGE 178; THENCE ALONG SAID CENTERLINE, NORTHEASTERLY 1450 FEET MORE OR LESS TO A POINT WHICH LIES S 49°00'E FROM THE TRUE POINT OF BEGINNING; THENCE N 49°00'W 1064 FEET TO THE TRUE POINT OF BEGINNING.

AP# 103-020-016

PARCEL 8:

IN T28N, R7E, MDM:

SECTION 24: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, FROM WHICH THE NORTH 1/4 CORNER BEARS S 89°09'33"W 2852.11 FEET, AND RUNNING THENCE S 59°00'00"W 3100.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 06°29'48"E 880.00 FEET; THENCE S 49°00'E 1064 FEET TO THE CENTERLINE OF CLIFFORD DRIVE, FORMERLY WALKER ROAD, AS DESCRIBED IN THAT EASEMENT DEED RECORDED IN VOLUME 434 OF OFFICIAL RECORDS AT PAGE 178; THENCE ALONG SAID CENTERLINE, NORTHEASTERLY 3652 FEET MORE OR LESS TO A POINT WHICH LIES N 55°42'E FROM THE TRUE POINT OF BEGINNING; THENCE S 55°42'W 2653.39 FEET TO THE TRUE POINT OF BEGINNING.

AP# 103-020-015

PARCEL 9:

IN T28N, R7E, MDM:

SECTION 23 AND 24: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1670.00 FEET OF THE SW 1/4 OF SAID SECTION 24 (MEASURED ALONG THE SOUTH LINE OF SAID SW 1/4), AND RUNNING THENCE WEST 1670.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 1328 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SE 1/4, WEST 772 FEET MORE OR LESS TO THE 4500 FOOT CONTOUR LINE OF LAKE ALMANOR; THENCE ALONG SAID CONTOUR LINE, NORTHERLY 1100 FEET MORE OR LESS TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 2430.00 FEET OF SAID SW 1/4 OF SECTION 24 (MEASURED ALONG THE WEST LINE OF SAID SW 1/4); THENCE ALONG SAID NORTH LINE, EAST 2045 FEET TO THE EAST LINE OF THE WEST 1150 FEET OF SAID SW 1/4 OF SECTION 24 (MEASURED ALONG THE SOUTH LINE OF SAID SW 1/4); THENCE S 64°00'E 590 FEET MORE OR LESS TO A POINT WHICH BEARS NORTH, PARALLEL TO THE WEST LINE OF SECTION 24, 2168 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 2168.00 FEET TO THE POINT OF BEGINNING.

AP# 103-020-018

PARCEL 10:

IN T28N, R7E, MDM:

SECTIONS 23 AND 24: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 24, DISTANT THEREON S 0°08'44"W 1267.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 24, AND RUNNING THENCE PARALLEL TO THE NORTH LINE OF SAID SECTION 24, N 88°34'40"E 1075.00 FEET; THENCE PARALLEL TO SAID WEST LINE, AND THE SOUTHERLY EXTENSION THEREOF, S 0°08'44"W 1601 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTH 2430 FEET OF THE SW 1/4 OF SAID SECTION 24 (MEASURED ALONG THE WEST LINE OF SAID SW 1/4); THENCE ALONG SAID NORTH LINE, AND THE WESTERLY EXTENSION THEREOF, WEST 1970 FEET MORE OR LESS TO THE 4500 FOOT CONTOUR LINE OF LAKE ALMANOR; THENCE ALONG SAID CONTOUR LINE, NORTHERLY 1585 FEET MORE OR LESS TO A POINT LYING S 88°34'40"W FROM THE POINT OF BEGINNING; THENCE N 88°34'40"E 1009 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AP# 103-020-017

PARCEL 11:

IN T28N, R7E, MDM:

SECTIONS 11, 12, 13 AND 14: BEGINNING AT A POINT WHICH BEARS S 45°00'03"W 833.91 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 14 AND RUNNING THENCE S 89°25'10"E 590 FEET MORE OR LESS TO THE WEST LINE OF SECTION 13; THENCE ALONG SAID WEST LINE SOUTH 900 FEET MORE OR LESS TO THE NORTH LINE OF THE COLLINS PINES RAILROAD RIGHT-OF-WAY AS DESCRIBED IN THAT DEED RECORDED SEPTEMBER 27, 1941 IN BOOK 77 OF DEEDS, PAGE 344; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, EASTERLY AND NORTHEASTERLY 3500 FEET MORE OR LESS TO THE SOUTH LINE OF SAID SECTION 12; THENCE EAST 250 FEET MORE OR LESS TO THE SOUTH QUARTER CORNER OF SAID SECTION 12; THENCE N 57°00'E 1700.00 FEET; THENCE N 10°00'W 600.00 FEET; THENCE N 11°36'46"E 655.14 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD AT APPROXIMATE ENGINEERS STATION 234+15; THENCE N 23°36'33"W 100.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE N 31°00'W 2200 FEET MORE OR LESS TO A POINT ON THAT SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 36 AS DESCRIBED IN THAT DEED RECORDED IN BOOK 173 OFFICIAL RECORDS AT PAGE 70, WHICH LIES 120.0 FEET RIGHT OF ENGINEERS STATION 740+00.00; THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY LINE, WESTERLY 4500 FEET MORE OR LESS TO THE WEST LINE OF THE E 1/2 OF THE E 1/2 OF SAID SECTION 11; THENCE SOUTH 2200 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SW 1/4, SE 1/4, WEST 400 FEET MORE OR LESS TO THE 4500 FOOT CONTOUR LINE OF LAKE ALMANOR; THENCE ALONG SAID 4500 FOOT CONTOUR LINE, SOUTHERLY 2000 FEET MORE OR LESS TO A LINE DRAWN N 89°25'10"W FROM THE POINT OF BEGINNING; THENCE S 89°25'10"E 400 FEET MORE OR LESS TO THE POINT OF BEGINNING.

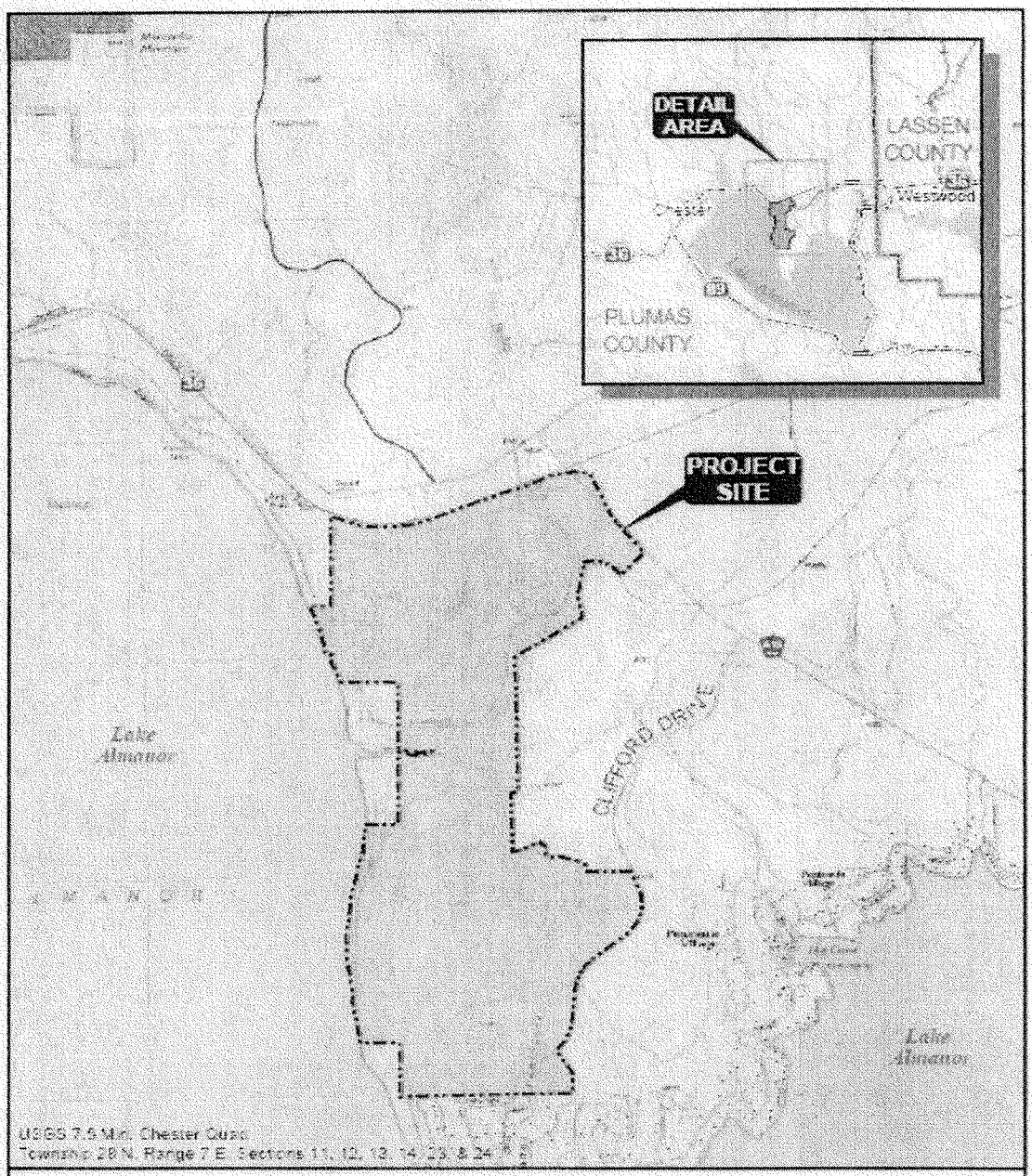
EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN THE RIGHT-OF-WAY OF SAID COLLINS PINE RAILROAD.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY AND LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; AS RESERVED IN THE DEED FROM THE PACIFIC GAS AND ELECTRIC COMPANY, RECORDED OCTOBER 28, 1977 IN BOOK 279, PAGE 710 OF OFFICIAL RECORDS.

AP# 103-010-004, 005, 006, 007, 008 AND 009

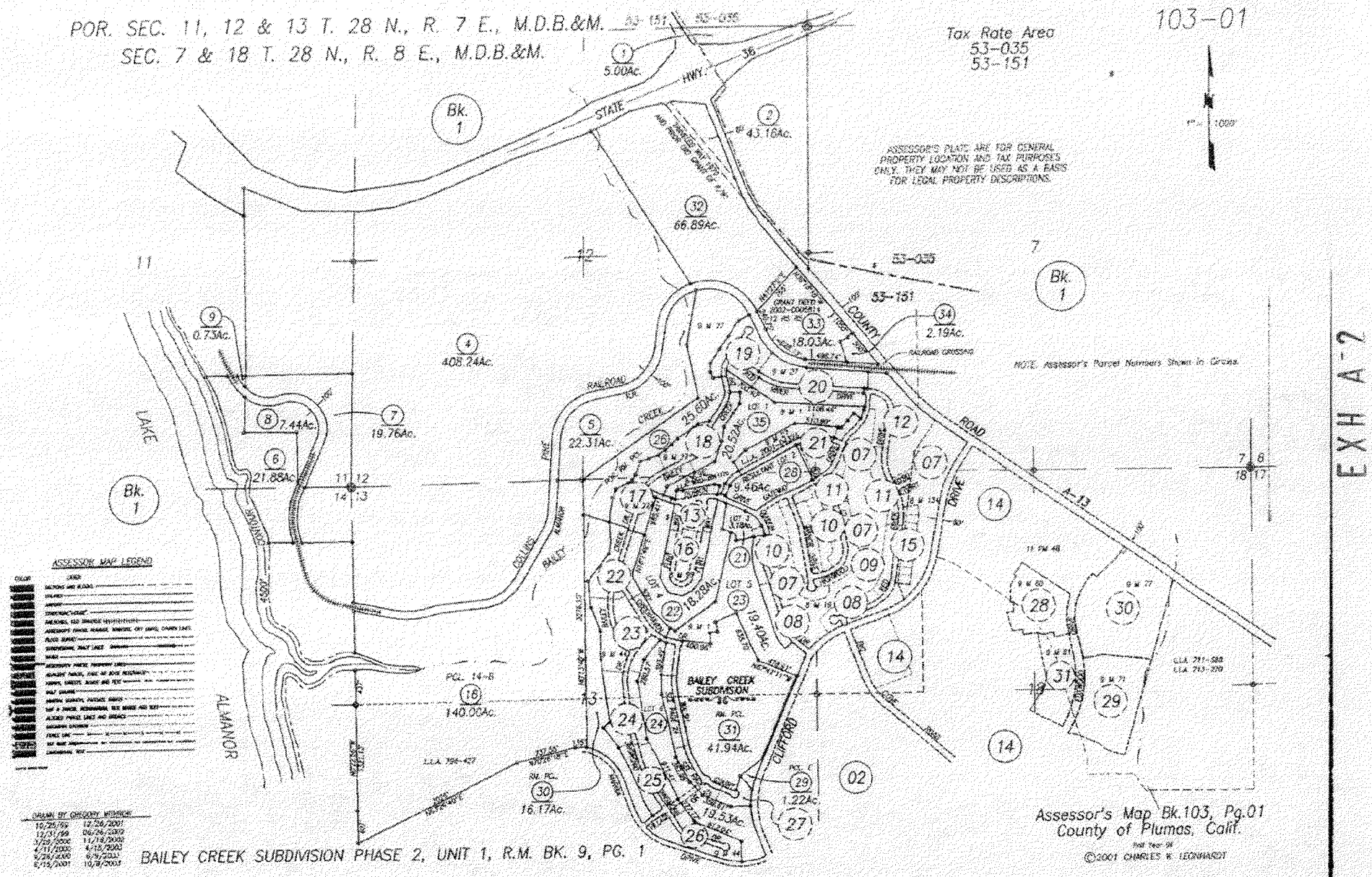
APN: 103-010-004, 103-010-005, 103-010-016, 103-010-032, 103-020-011, 103-020-012, 103-020-014, 103-020-015, 103-020-016, 103-020-017, 103-020-018, 103-020-019, 103-010-006, 103-010-007, 103-010-008, 103-010-009

EXH. A



SITE & VICINITY

EXH A-1


POR. SEC. 11, 12 & 13 T. 28 N., R. 7 E., M.D.B.&M.
SEC. 7 & 18 T. 28 N., R. 8 E., M.D.B.&M.
Tax Rate Area
53-035
53-151
103-01
ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.
NOTE: Assessor's Parcel Numbers Shown In Grids
STATE HWY. 36
COUNTY ROAD A-13
RAILROAD
LAKE ALMANOR
COLLINS PINE
BAILEY CREEK SUBDIVISION
CLIFFORD DRIVE
5.00Ac.
43.16Ac.
66.89Ac.
0.73Ac.
7.44Ac.
19.76Ac.
408.24Ac.
22.31Ac.
21.85Ac.
25.60Ac.
20.52Ac.
18.03Ac.
2.19Ac.
18.28Ac.
19.40Ac.
140.00Ac.
41.94Ac.
16.17Ac.
1.22Ac.
19.53Ac.
ASSESSOR MAP LEGEND
Assessor's Map Bk.103, Pg.01
County of Plumas, Calif.
©2001 CHARLES R. LEONHARDT
BAILEY CREEK SUBDIVISION PHASE 2, UNIT 1, R.M. BK. 9, PG. 1

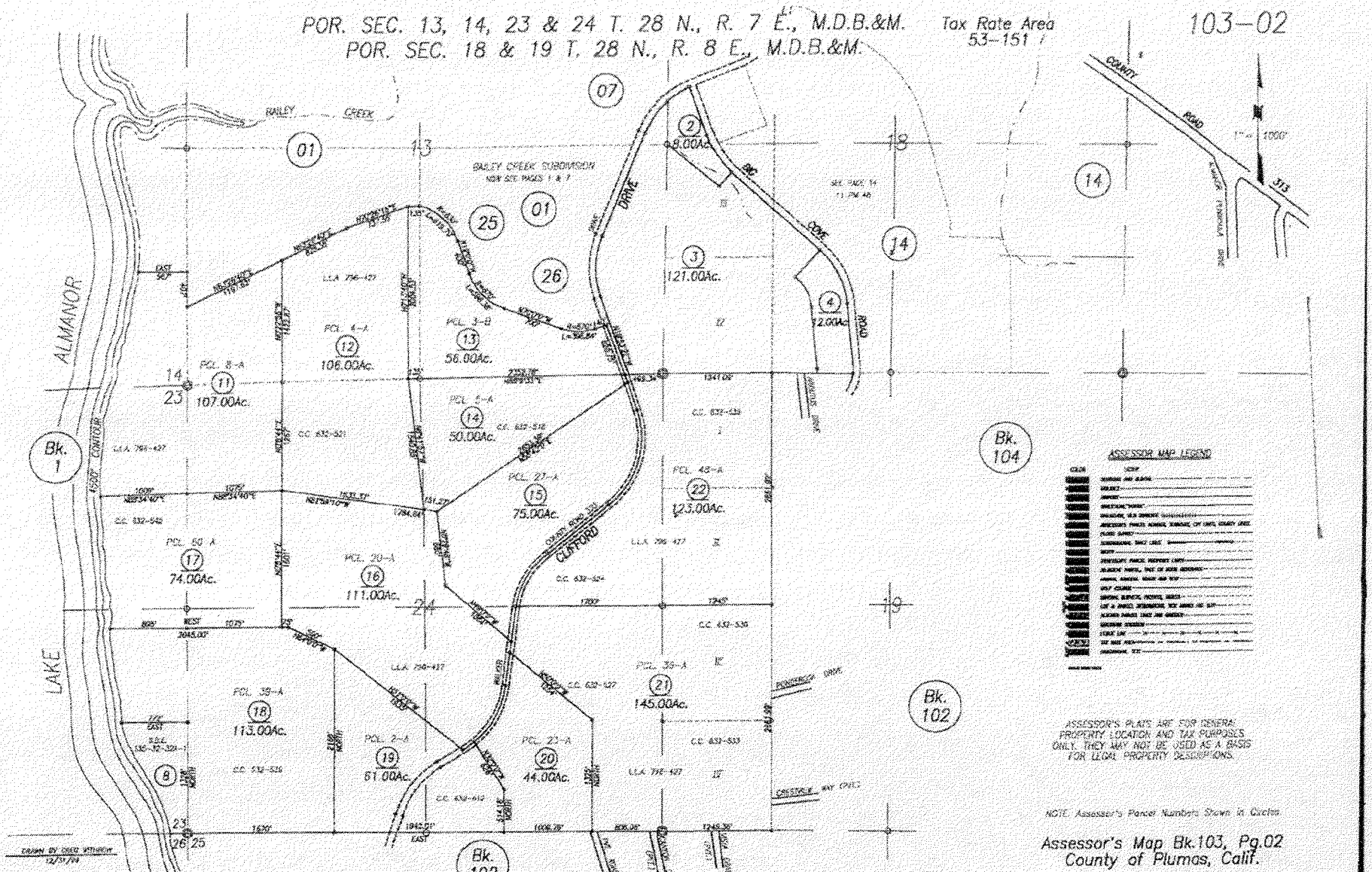
EXH A-2

[redacted]

POR. SEC. 13, 14, 23 & 24 T. 28 N., R. 7 E., M.D.B.&M.
POR. SEC. 18 & 19 T. 28 N., R. 8 E., M.D.B.&M.

Tax Rate Area
53-151

103-02



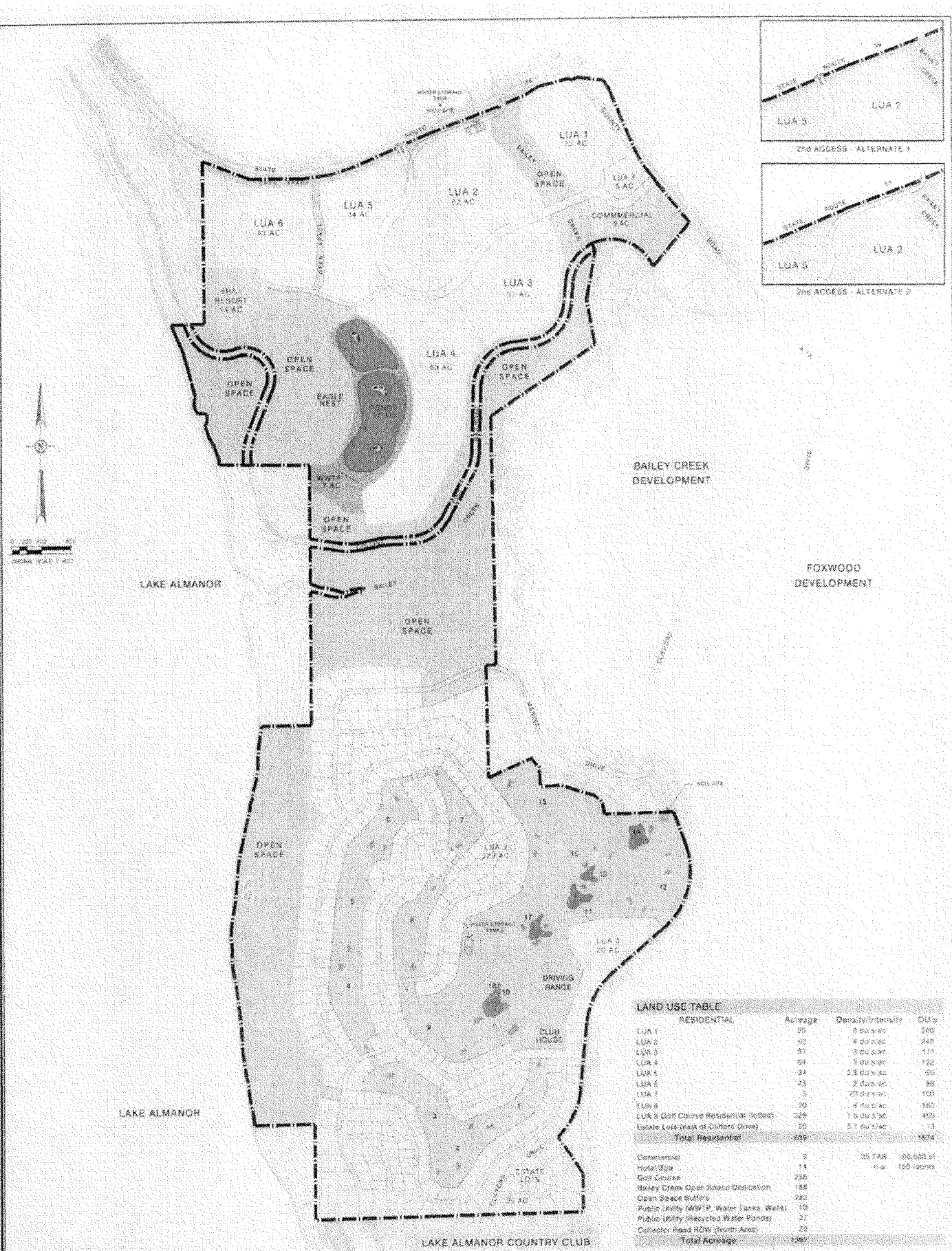
ASSESSOR MAP LEGEND

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

NOTE: Assessor's Parcel Numbers Shown In Circles

Assessor's Map Bk.103, Pg.02
County of Plumas, Calif.

EXHIBIT 7



LAND USE TABLE			
RESIDENTIAL	Acreage	Density/Intensity	DU's
LUA 1	95	3 du's/ac	285
LUA 2	62	4 du's/ac	248
LUA 3	37	3 du's/ac	111
LUA 4	64	3 du's/ac	192
LUA 5	34	2.5 du's/ac	85
LUA 6	43	2 du's/ac	86
LUA 7	5	20 du's/ac	100
LUA 8	29	6 du's/ac	580
LUA 9 Golf Course Residential (lotted)	326	1.5 du's/ac	489
Estate Lots (east of Clifford Drive)	20	0.7 du's/ac	13
Total Residential	639		1804
Commercial	9	35 FAR	100,000 sf
Hotel/Spa	14	40 ac.	150 rooms
Golf Course	236		
Bailey Creek Open Space Dedication	188		
Open Space Buffers	282		
Public Utility (WWTP, Water Tanks, Wells)	19		
Public Utility (Recycled Water Ponds)	37		
Collector Road ROW (North Area)	20		
Total Acreage	1390		

LAKE FRONT AT WALKER RANCH | SITE PLAN

EXH B

KASL

JANUARY 10, 2006

EXHIBIT C

OPEN SPACE MATRIX

Lake Front: Disposition of Open Space Parcels

Parcel No.	Acreage	Function	Ownership/Disposition	Notes
OS-A	4.0	Slope/Landscape	HOA	Cut-slope at Marina Drive
OS-B	1.2	Slope/Landscape	HOA	Cut/fill-slope at Marina Drive
OS-C	128.5	Open Space/Habitat Conservation	WRCSD	Bailey Creek Settlement Area
OS-D	37.5	Open Space/Habitat Conservation	WRCSD	Bailey Creek Settlement Area
OS-E	15	Open Space/Habitat Conservation	WRCSD	Bailey Creek Settlement Area
OS-F	10.3	Intersection Realignment/Buffer	Plumas County	SR36/A-13 Intersection
OS-G	1.3	Landscape Buffer	HOA	SR-36 Buffer
OS-H	2.6	Landscape Buffer	HOA	SR-36 Buffer
OS-I	3.5	Landscape Buffer	HOA	SR-36 Buffer
OS-K	64.4	Open Space/Habitat Conservation	HOA	Slope and upland area adjacent to WWTP ponds
OS-L	28.4	Open Space/Habitat Conservation	HOA	Lake Shore
OS-M	5	Open Space/Habitat Conservation	HOA	Slope area below WWTP site
Lot 183	107	Open Space/Habitat Conservation	Private ownership (restricted)	Development Restricted Except for 1 acre Homesite and Driveway.
GC-1	159.1	Golf Course and Open space	Private ownership (Course Operator)	Big Cove Drainage. Includes Clubhouse.
GC-2	34.7	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9
GC-3	36.3	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9
GC-4	9.4	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9
GC-5	12.4	Golf Course and Open space	Private ownership (Course Operator)	Interior to LUA-9

Exhibit D

to the

Development Agreement for Lake Front at Walker Ranch

Lake Front Traffic Impact Fee Program

6.6(b)(ii) is titled: County/State Roadway Improvements.

The following Lake Front Traffic Impact Fee Program for off-site traffic mitigation projects has been developed whereby funds will be collected from the development to construct the traffic mitigation projects, as identified by the Environmental Impact Report (EIR). The program addresses known development that can begin immediately upon Board approval (i.e., the South Unit) and on the larger parcels where lot layout, road alignments, and type of development are unknown at this time (i.e., the North Unit). Inasmuch as the traffic impacts related to the development will be fully mitigated for full buildout of the development, no overriding considerations findings are deemed necessary by the Board of Supervisors.

General Overview:

In order to mitigate the off-site traffic improvements associated with the Lake Front subdivision, the County and the Developer hereby agree to implementation of the following program, as summarized thus: All lots will be required to pay a "Lake Front Traffic Impact Fee" to the Plumas County Department of Public Works at the time a "certificate of occupancy" (or a "conditional certificate of occupancy") is issued by the Plumas County Building Department for use of the lot.

In summary, the traffic impact fee is due and payable (as adjusted annually) over a 40-year time period, with the owner having the option to instead pay a single payment. For non-residential development, the start-up payment program may be delayed for up to two (2) years.

- RESIDENTIAL LOTS (Single Family and Duplex Lots)

  All residential lots will be required to pay a "Lake Front Traffic Impact Fee" to the Plumas County Department of Public Works at the time a "certificate of occupancy" (or a "conditional certificate of occupancy") is issued by the Plumas County Building Department for residential use of the lot.

  The residential parcels for the south unit are proposed to be charged a fee at the time a Certificate of Occupancy is ready to be issued by the Building Department. The fee will cover the costs of mitigation measures calculated for 40% buildout of the development. Also at the time the CO is approved, the parcel will begin to be assessed annually for the remaining costs of mitigation measures calculated for the 41% - 100% buildout of the development. It is also proposed that the owner be given the option of paying the full fee up front or to pay the full fee over a 40-year assessment.

  The residential parcels for the north unit will pay a fee with similar program as the south unit, except that the fees will be adjusted depending upon the final layout of the subdivision at map submittal.

- COMMERCIAL LOTS (All Non-Residential Lots)

  The north unit is proposed to consist of a single parcel for commercial development and a single parcel proposed for a 150-room, resort hotel while the south unit is proposed to contain an 18-hole golf course. The fees that will cover the costs of mitigation measures for these portions of the development will have to be calculated upon receipt of the actual building permit applications. The rate will be established for a 40-year assessment period. However, upon written request by the Owner, a two-year grace (delay) period on the annual assessment, effective after issuance of a certificate of occupancy, will be granted by the Board of Supervisors to allow the business(es) to financially establish themselves before fees are initiated.

  The Department of Public Works will monitor the commercial trip generation during the two (2) year grace period and determine if a lower trip rate and mitigation cost than that assumed in the EIR is warranted. These findings and any adjustments in assessment amounts will be subject

to approval by the Board of Supervisors.

- MULTI-RESIDENTIAL LOTS (3 or more Dwelling Units on a Residential Lot)

  The "Lake Front Traffic Impact Fees" for the multi-family units are hereby be waived in exchange for the 10.3 acres of land to be rezoned as Open Space, adjacent to County Route A13 and State Route 36 on the Vested Tentative Subdivision Map (VTSM). This land must be quitclaimed prior to, or simultaneously with, the recordation of the final map, in accordance with per the subdivision conditions of approval. This acquisition precludes the future need to acquire additional right-of-way by the County and the State to enable the County and/or State to design and construct future improvements in the vicinity of County Route A13 and State Route 36.

Administration of the Lake Front Traffic Impact Fee Program:

The Lake Front Traffic Impact Fee Program will be administered by the Plumas County Department of Public Works.

Administration costs of department staff is to be assessed to the Lake Front Traffic Impact Fee Program as a line item cost. Accordingly, the program administration costs of the department staff is not subject to the payment of fees by the Developer as set forth in the Development Agreement at Section 6.3, "Fees and Payments to the County."

Funds associated with this traffic impact fee program will be placed in a separate account, titled "Lake front Traffic Impact Fee Account.

The Department will prepare and submit an annual report to the Board of Supervisors that pertains to the contributions and expenditures in the Lake Front Traffic Impact Fee Account.

Special Provisions:

1. Following execution of this Development Agreement, the Board of Supervisors may choose an alternative improvement at one or more of the mitigation locations, based upon recommendations of the Department of Public Works and Caltrans, in order to maintain the Level of Service standard set forth in the EIR

(i.e., Level of Service C/D).

a. If the alternative improvement is more expensive, the development will not be charged any additional fees.

b. If the alternative improvement is less expensive, the fees charged the development will be adjusted by decreasing the number years of any remaining annual assessments by an amount to reflect the savings in the mitigation project's cost, i.e., resulting in fewer annual payments.

2. Any future mitigation project cost savings to be credited to units that have previously paid "one time fees" will be allocated towards the following:

a. Non-motorized transportation improvement projects on the following routes:

i. County Route 313 (County Route A13)
ii. Clifford Drive
iii. State Route 147 between the intersection with State Route 89 and the intersection with County Route A13
iv. State Route 36 between the intersection with County Route A13 and the intersection with Melissa Avenue

3. The fees collected (payments and interest generated on the account) will be held in a separate account, with interest accounted for annually.

a. The Department of Public Works is designated as the lead agency to administer and implement the projects identified within this impact fee program. Decisions of the Director of Public Works shall be final, except that such decisions may be appealed to the Board of Supervisors.

b. Costs incurred by the Department of Public Works to administer the impact fee program and implement mitigation projects (as approved by the Board of Supervisors) are appropriate expenditures from the Account.

c. Planning, design (preliminary and final), environmental and construction phase costs for any mitigation project, including construction inspection, are appropriate expenditures from the Account.

d. Costs associated with additional trip generation and traffic studies as outlined under the fee program for the commercial unit(s), golf course, and resort hotel units shall be considered a part of the preliminary

engineering costs. Such costs are appropriate expenditures from the Account.

e. Costs incurred by various County of Plumas departments and offices in the administrative support of this impact fee program (as approved by the Board of Supervisors) are appropriate expenditures from the Account.

4. Issuance of a partial, phased, preliminary or other such conditional Certificate of Occupancy is sufficient to require payment of the traffic impact fee.

Developer's Engineer's Cost Estimate

KASL Consulting Engineers previously provided costs estimates for the mitigation measures within the traffic study used in the EIR. These estimates provide the basis of the traffic mitigation fees. The project cost estimates were adjusted for changes in the California Construction Cost Index (Fisher Formula) between the end of calendar year 2006 and the end of calendar year 2010.

South Unit – Residential Development - Traffic Impact Mitigation

The south unit is proposed to consist of 642 single-family dwelling unit lots. These units are proposed to be charged a fee at the time a Certificate of Occupancy (CO) is ready to be issued by the Building Department. The fee will cover the costs of mitigation measures calculated for 40% buildout of the development. At the time the CO is approved, the parcel will begin to be assessed annually for the remaining costs of mitigation measures calculated for the 40% - 100% buildout of the development. The owner of the property has the option of paying the full fee up front or to pay the full fee over a 40-year assessment program.

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU South Unit	Fee due at issuance of Certificate of Occupancy	$2,371.16 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually
	40-year Annual Assessment beginning at issuance of Certificate of Occupancy	$113.89 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board –

			no less than 0%, no greater than 3.5% annually

Or the homebuyer or builder may choose the full payment option:

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU South Unit	Fee due at Certificate of issuance of Occupancy	$6,926.73 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Or the homebuyer or builder may choose the long term assesment:

SFDU South Unit	40-year Annual Assessment beginning at issuance of Certificate of Occupancy	$173.17 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Note: SFDU means Single Family Dwelling Unit.

North Unit - Residential Development - Traffic Impact Mitigation

The north unit is proposed to consist of 932 single-family dwelling unit lots. These units are proposed to be charged a fee at the time a Certificate of Occupancy is ready to be issued by the Building Department. The fee will cover the costs of mitigation measures calculated for 40% Buildout of the development. Also at the time the CO is approved, the parcel will begin to be assessed annually for the remaining costs of mitigation measures calculated for the 40% - 100% buildout of the development. The fee structure for this unit will be developed upon receipt of the application for individual maps displaying the actual position and number of residential lots. The format for the fee collection will follow that of the South Unit:

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU North Unit	Fee due at Certificate of Occupancy	$2,354.51 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually
	40-year Annual Assessment beginning at	$113.09 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher

	Certificate of Occupancy		Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Or the homebuyer or builder may choose the full payment option:

Land Use	Units	Cost per Unit	Cost Escalation Factor
SFDU North Unit	Fee due at Certificate of Occupancy	$6,878.09 (one time fee)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Or the homebuyer or builder may choose the long term assessment:

SFDU North Unit	40-year Annual Assessment beginning at Certificate of Occupancy	$171.95 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

Note: SFDU means Single Family Dwelling Unit.

North Unit – Commercial Development - Traffic Impact Mitigation

The north unit is proposed to consist of a single parcel of commercial development estimated to provide 100,000 square feet of gross building area. The fee that will cover the costs of mitigation measures for this part of the development will have to be calculated upon receipt of the actual building application. The rate will be established for a 40-year assessment period. Upon written request by the Owner, a two-year grace period after certificate of occupancy will be granted on the annual assessment to allow the business to attempt to financially establish itself.

The maximum rate of annual assessment on per square foot basis per the EIR's trip generation and the engineer's estimate is $0.88/sf of building space per year. For example a 100'x100' commercial office space development would be assessed $8,800 per year at year one. If, in the future, the property becomes vacant, the landowner may apply in writing, on an annual basis, for relief from the impact fees until the property becomes occupied once again.

The Department of Public Works will monitor the commercial trip generation during the two year grace period and determine if a lower trip rate and mitigation cost than that found in the EIR is warranted. These findings and any adjustments in assessment rates will be subject to approval by the Board of Supervisors.

Land Use	Units	Cost per Unit	Cost Escalation Factor
Commercial North Unit	Fees due annually beginning two years after issuance of a Certificate of Occupancy or Conditional Certificate of Occupancy.	$0.88 per gross square foot of floor area constructed (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0% and no greater than 3.5% annually

North Unit – Commercial Development (Resort Hotel) - Traffic Impact Mitigation

The north unit is also proposed to contain a 150-room, resort hotel. The impacts of a "resort hotel" will need to be based upon the actual proposal at the time of building application submittal. The traffic impact fees for the "resort hotel" will begin being assessed after a two (2) year grace period after issuance of a certificate of occupancy, or a conditional certificate of occupancy to allow the business to attempt to financially establish itself. If in the future, the property becomes vacant, the landowner may apply in writing for relief (through the Department of Public Works to the Board of Supervisors) from the impact fees on an annual basis until the property becomes occupied once again.

The calculation of the fee is as follows:

- the trips generated per the traffic study for the p.m. peak hour trips will equal 74 equating to a mitigation cost of $962,208 at 100% buildout.
- The fees will be collected annually over a 40 year period beginning in the amount of $24,055.08. The payment will be due with annual property tax payments. For a 150-room hotel this would equate to $160.37 per room annually.
- For 150 rooms occupied 50% of the year, the owner would need to add an additional room charge of $0.88 per night.

The Department of Public Works will monitor the hotel trip generation during the two year grace period and determine if a lower rate than found in the EIR is warranted. These findings and any adjustments in assessment rates will be subject to approval by the Board of Supervisors.

Land Use	Units	Cost per Unit	Cost Escalation Factor
Resort Hotel North Unit	Fees due annually beginning two years after Certificate of Occupancy	$160.37 per hotel room constructed (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0% and no greater than 3.5% annually

North Unit – Multi-Family Residential Development - Traffic Impact Mitigation

The mitigation fees for the multi-family units are hereby waived in exchange for the 10.3 acres of land to be rezoned Open Space adjacent to County Route A13 and State Route 36 on the VTSM. This property, as addressed in the conditions of approval, must be quitclaimed to Plumas County prior to, or simultaneously with, the recordation of the final map. This acquisition precludes the future need to acquire additional right-of-way by the County and the State in order to implement future improvements in the vicinity of A13 and SR36.

South Unit – Golf Course Development - Traffic Impact Mitigation

The south unit is also proposed to contain a 18-hole golf course. The traffic impact fees for the golf course will begin being assessed after a two (2) year grace period after issuance of a certificate of occupancy, or a conditional certificate of occupancy to allow the business to attempt to financially establish itself. If in the future, the property becomes vacant, the landowner may apply in writing for relief (through the Department of Public Works to the Board of Supervisors) from the impact fees on an annual basis until the property becomes occupied once again.

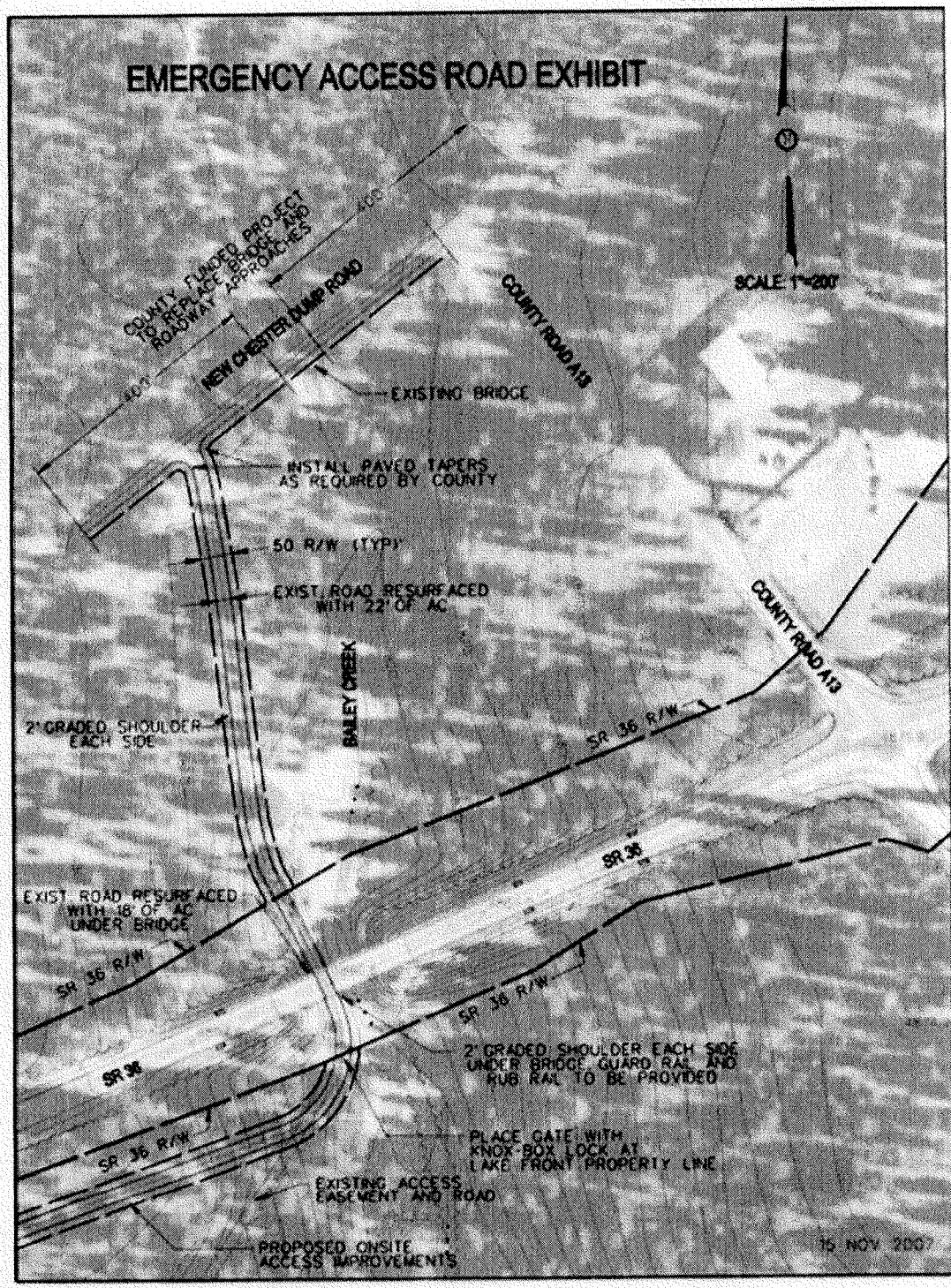
The calculation of the fee is as follows:

- the trips generated per the traffic study for the p.m. peak hour trips were equal to 30 equating to a mitigation cost of $390,084 at 100% buildout.
- The fees will be collected over a 40 year period beginning in the amount of $9,752.10. The payment will be due with annual property tax payments.
- For 6 months of operation, at an average of 50 golfers per day, the fee would equate to $1.08/per round of golf

The Department of Public Works will monitor the golf course trip generation during the two year grace period and determine if a lower rate than the EIR is warranted. These findings and any adjustments in assessment rates will be subject to approval by the Board of Supervisors.

Land Use	Units	Cost per Unit	Cost Escalation Factor
Golf Course South Unit	Fees due annually beginning two years after Certificate of Occupancy	$9,752.10 (collected annually on the tax roll)	Based upon the Caltrans Cost Index- Fisher Formula Annually approved by the Board – no less than 0%, no greater than 3.5% annually

EXHIBIT E


EMERGENCY ACCESS ROAD EXHIBIT
N
SCALE: 1"=200'
COUNTY FUNDED PROJECT TO REPLACE BRIDGE AND ROADWAY APPROACHES
40'
NEW CHESTER DUMP ROAD
COUNTY ROAD A13
EXISTING BRIDGE
INSTALL PAVED TAPERS AS REQUIRED BY COUNTY
50' R/W (TYP)
EXIST ROAD RESURFACED WITH 22' OF AC
COUNTY ROAD A13
BAILEY CREEK
2' GRADED SHOULDER EACH SIDE
SR 36 R/W
SR 36
EXIST ROAD RESURFACED WITH 18' OF AC UNDER BRIDGE
SR 36 R/W
SR 36 R/W
2' GRADED SHOULDER EACH SIDE UNDER BRIDGE GUARD RAIL AND RUB RAIL TO BE PROVIDED
SR 36
PLACE GATE WITH KNOX BOX LOCK AT LAKE FRONT PROPERTY LINE
SR 36 R/W
EXISTING ACCESS EASEMENT AND ROAD
PROPOSED ONSITE ACCESS IMPROVEMENTS
15 NOV 2007

5ABC

Clerk

2/3/2012

I am Sending this Government Tort Claim to be filed and a date to be heard by the Board, who is the Governing body of Plumas County. This is the Original Complaint, tort against Plumas County Sheriffs Department in the amount of $10,000,000. I need 5 more Tort Claims to file against Plumas County Board of Supervisors, Plumas Superior Court, Plumas County Jail and I also need Complaints or petitions for the removal of the Sheriff and District Attorney under 84 Ops. Cal. Atty. Gen. 88 (2001)

Thank You!

Scott Papenhausen, a human being, oppressed
50 Abernathey Ln.
Quincy, California 95971

The Boards Denial will lead to a 42 U.S.C. 1983 and I will ~~Claim~~ Claim $33,000,000,000,000 as that is the Case I will be following, the Only one for that amount in the history of the United States, So it won't be hard to figure the Case name which I will follow. Need Case Number for my copies

GOVERNMENT TORT CLAIM FORM

(PLEASE TYPE OR PRINT ALL INFORMATION REQUESTED)

CLAIM AGAINST Plumas County Sheriff Dept. **(NAME OF PUBLIC ENTITY).**

1. CLAIMANT'S NAME: Scott Everett Papenhausen

2. CLAIMANT'S MAILING ADDRESS: 50 Abernathy Ln.
(ADDRESS)

Quincy **(CITY)** CA. **(STATE)** 95971 **(ZIP CODE)**

3. AMOUNT OF CLAIM: $ 10,000,000

IF THE AMOUNT CLAIMED EXCEEDS TEN THOUSAND DOLLARS ($10,000), THE AMOUNT OF THE CLAIM SHOULD BE UNSPECIFIED AND CLAIMANT SHOULD INDICATE THE TYPE OF CIVIL CASE:

☐ **LIMITED CIVIL CASE ($25,000 OR LESS)**

☑ **NON-LIMITED CIVIL CASE (OVER $25,000)**

4. ITEMIZATION OF CLAIM: (How was the amount claimed above computed; list items totaling amount set forth above, including damages for pain and suffering, if applicable). IF YOU HAVE SUPPORTING DOCUMENTATION FOR THE AMOUNT CLAIMED (BILLS, RECEIPTS, ETC.), PLEASE ATTACH THREE (3) COPIES TO THIS CLAIM.

ITEM **DOLLAR AMOUNT**

24 years of Continued abuse by Said agency and or Public entity as the amount is for pain and Suffering, Kidnapping extortion by Public Servants. In the 24 years Claimed I'm the only one that has been at a loss of life, liberty, and pursuit to happiness

(CONTINUE ITEMIZATION ON SEPARATE SHEET, IF NECESSARY)

5. ADDRESS TO WHICH NOTICES ARE TO BE SENT IF DIFFERENT FROM LINES 1 AND 2:

_____
(NAME)

_____
(STREET OR P.O. BOX NUMBER)

_____
(CITY) **(STATE)** **(ZIP CODE)**

6. DATE & TIME OF ACCIDENT OR LOSS: 1988 to 2012

7. LOCATION OF ACCIDENT OR LOSS (INCLUDE CITY, COUNTY, AND STREET ADDRESS, INTERSECTION, ROAD NUMBERS OR MILE MARKER):
Plumas County Superior Court,
Quincy, California 95971

8. HOW DID THE ALLEGED ACCIDENT OR LOSS OCCUR? STATE ALL FACTS WHICH SUPPORT YOUR CLAIM AGAINST THE PUBLIC ENTITY:
Public Servants refuse to obey their Contractural obligations and or duties as required by Certain Public Trusts which are voted by the people, Public Servants actions are against the people and provide no ~~fast~~ protection to the public.
(CONTINUE ON SEPARATE SHEET, IF NECESSARY)

9. DESCRIBE INJURY / DAMAGE / LOSS: False imprisonment, kidnapping, un warranted arrest, extortion, threats, unlawful search and seizure, denial of equal protection of the laws, involuntary servitude, self-incrimination.
(CONTINUE ON SEPARATE SHEET, IF NECESSARY)

10. NAME OF PUBLIC EMPLOYEE (S) CAUSING INJURY / DAMAGE / LOSS, IF KNOWN: Greg Hagwood, David Hollister and Does to be identified

11. SIGNATURE OF CLAIMANT OR ATTORNEY/REPRESENTATIVE:
X Scott Paperter DATED: 2/2/2012

12. DAYTIME TELEPHONE NUMBERS (PLEASE INCLUDE AREA CODE)

CLAIMANT	ATTORNEY/REPRESENTATIVE
( )	( )

NOTICE

SECTION 72 OF THE PENAL CODE PROVIDES:

"EVERY PERSON WHO, WITH INTENT TO DEFRAUD, PRESENTS FOR ALLOWANCE OR FOR PAYMENT TO ANY STATE BOARD OR OFFICER, OR TO ANY COUNTY, CITY, OR DISTRICT BOARD OR OFFICER, AUTHORIZED TO ALLOW OR PAY THE SAME IF GENUINE, ANY FALSE OR FRAUDULENT CLAIM, BILL, ACCOUNT, VOUCHER, OR WRITING," IS GUILTY OF EITHER A MISDEMEANOR OR FELONY AND MAY BE SUBJECT TO IMPRISONMENT AND/OR A FINE.

Pacific Gas and Electric Company®

Credit Operations
P. O. Box 8329
Stockton, CA 95208

February 7, 2012

Clerk of the Board
520 Main Street, Room 309
Quincy, CA 95971

Subject: Damaged: PG&E Facilities
Date of Loss: 5/11/2011
Location:Loop Road
PG&E File No: **C20111048205**

Dear Clerk of the Board.

Our original invoice and claim form was sent to you on **10/14/2011,** for repairs totaling **$22,612.48**. Please see attached copy.

I received a letter from Public Works stating to fill out another claim for with a copy of our past due notice. Please reconsider this claim for payment.

Please call me at 800-945-5251, Extension 7404, if you have any questions.

Sincerely,

Valerie Masuda
Claims Representative
Email: vsm1@pge.com
Fax: 209 956-7502

FAX COVER SHEET

To: Attn: Phyllis Taddei **From:** Valerie Masuda

Valerie Masuda
P. O. Box 8329
Stockton, CA 95208
NECU Fax Number: (209) 956-7502
Phone: (800) 945-5251 Ext. 7404

Fax#: **530 283 6323** **Fax:** (209) 956-7502

Phone: **(530) 283-6268** **Phone:** (800) 945-5251 Ext. 7404

Re: E20111048205 **Insurance Claim#:**

Date: February 7, 2012

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

- **Comments:**

In regards to your letter, please see attached claim form that was sent with invoice back on 10/14/2011. Please reconsider this claim.

Thank you,

Valerie Masuda

Pacific Gas and Electric Company®

Credit Operations

P. O. Box 8329
Stockton, CA 95208

10/14/2011

County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

RE: E20111048205

Dear County of Plumas:

This refers to an incident on 05/11/2011, Snow Plow vs Transformer at 1160 Grizzly Loop, Bucks Lake.

The conditions under which this damage occurred indicate you may be legally responsible for the damage to our company's property. In our opinion, we have the right to recover from you the cost of repairs. Enclosed is our invoice in the amount of $22,612.48.

If you have insurance coverage, please provide the name and address of your insurance carrier, as well as your policy number in the space provided below. We will then forward our bill for damages to them.

Please call me at 1-800-945-5251, Extension 7404 if you have any questions.

Sincerely,

Valerie Masuda
Claims Representative

Enclosure
File No.: E2111048205 Billing Doc: 7142756

☐ Submit invoice to insurance carrier.

Insurance _____ Agent: _____
Address: _____ City: _____
State: _____ Zip: _____ Phone: _____
Contact Name: _____ Claim/Policy No.: _____
Insured's Name: _____ File No.: E2111048205

CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:
Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971

CLAIMANT INFORMATION

1. Name of Claimant: PACIFIC GAS & ELECTRIC

2. Date of Birth: _____ 3. Gender (circle one): ☐Male ☐Female

4. Mailing Address of Claimant:
PO BOX 8329 STOCKTON CA 95208
Address City State Zip

5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
SAME
Address City State Zip

6. Telephone Number of Claimant: (209) 956-7404

INFORMATION ABOUT CLAIM

7. Incident Date: Month MAY Day 11 Year 2011

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
1160 GRIZZLY LOOP, BUCKS LAKE

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
COUNTY SNOW REMOVER HIT TRANSFORMER AND KNOCKED LID OFF

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
TRANSFORMER 1PH PM 25 KVA

11. Dollar amount of claim (if less than $10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): $_____

12. If the amount claimed exceeds $10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☑ YES ☐ NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

UNKNOWN

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO

15. Name of insurance carrier and telephone number (including area code):

Name	Telephone Number		
Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: $_____
19. Make: _____ Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to $10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Valerie Masuda for Page — Signature

10/14/11 — Date

VALERIE MASUDA — Printed Name of Person Completing Claim

Pacific Gas and Electric Company®

Energy Invoice

99950007142756100022612480002261248

Invoice Number	Invoice Date	Amount Due	Amount Enclosed
0007142756 -1	10/14/2011	$ 22,612.48	

County of Plumas
Attn: Clerk of the Board
520 Main Street, Room 309
Quincy CA 95971

PG&E
Box 997300
Sacramento, CA
95899-7300

Please return this portion with your payment. Thank you.

When Making Inquiries or Address Changes, Please Contact :

Non-Energy Collection Unit
P. O. Box 8329
Stockton CA 95208-8329
(800) 945-5251

Customer Number
918928

Invoice Number
0007142756 -1

Snow Plow vs Transformer @ 1160 Grizzly Loop, Bucks Lake DOI: 5/11/2011

Description	Quantity	Unit Factor	Amount
Reference Number: E2111048205			
LABOR TO REPAIR ELEC FACILITIES-CAPITAL	1	EA	13,644.77
OTHER COSTS FOR REPAIR OF ELEC FAC-CAP	1	EA	1,964.85
MATERIAL FOR REPAIR OF ELEC FAC-CAPITAL	1	EA	2,977.86
CONTRACTS	1	EA	4,025.00
		Line Item Subtotal	22,612.48

AMOUNT NOW DUE $ 22,612.48

NOTE : This invoice reflects current charges only.
Any past due amounts will be billed separately.

PG&E Damage Claim Cost Breakdown Worksheet

Customer Name	County of Plumas
PG&E Incident#	E2111048205
PG&E Invoice#	Not Yet Billed
PG&E Damage Claim#	40752089
PG&E PM Order#	30851338

Type of Work	Hours	Std. Rate	Amount
Estimating			1,941.76
Mapping			203.45
Construction Services	66.25 HRS	165.06	10,934.60
Field Services	3.00 HRS	188.32	564.96
Direct Labor Total	**69.25 HRS**		**13,644.77**
Transformer 25KVA			1,891.14
Working Stock			1,086.72
Total Material Cost			**2,977.86**
Other Expenses			**Amount**
Contracts			4,025.00
Capitalized A&G			1,964.85
Total Other Expenses			**5,989.85**
Total Amount Due			**22,612.48**

LABOR BURDEN INCLUDES: ACTUAL WAGES & BENEFITS; EMPLOYER PAID EMPLOYEE COST; & OTHER ASSOCIATED OPERATED COSTS, INCLUDING FACILITIES, TRANSPORTATION, COMMUNICATION AND OTHER OVERHEAD COSTS.

Our costs are billed in accordance with the Uniform System of Accounts prescribed by the Federal Regulatory Commission. Our right to recovery for these costs are delineated in Public Utility Code 7952 enacted in 1951.

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:
Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971

CLAIMANT INFORMATION

1. Name of Claimant: **PACIFIC GAS & ELECTRIC**

2. Date of Birth:_____ 3. Gender (circle one): ☐Male ☐Female

4. Mailing Address of Claimant:
PO BOX 8329 **STOCKTON** **CA** **95208**
Address City State Zip

5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
SAME
Address City State Zip

6. Telephone Number of Claimant: **(209) 956-7404**

INFORMATION ABOUT CLAIM

7. Incident Date: Month **MAY** Day **11** Year **2011**

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
1160 GRIZZLY LOOP, BUCKS LAKE

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
COUNTY SNOW REMOVER HIT TRANSFORMER AND KNOCKED LID OFF

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
TRANSFORMER 1PH PM 25 KVA

11. Dollar amount of claim (if less than $10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): $_____

12. If the amount claimed exceeds $10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☐ NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

UNKNOWN

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO

15. Name of insurance carrier and telephone number (including area code):

Name _____ Telephone Number _____

Address _____ City _____ State _____ Zip _____

16. Policy Number:_____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: $_____
19. Make:_____ Model:_____ Year:_____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to $10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Valerie Masuda for PG&E — 2/7/12

Signature — Date

VALERIE MASUDA

Printed Name of Person Completing Claim

11. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim.
I'm waiting for estimate, loss of vehicle
No transportation

12. Dollar Amount of Claim: (if less than $10,000) as of the date of presenting the claim. (Include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented.) $_____. dollars

13. If the amount claimed exceeds $10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be a limited civil case. ☐ Yes ☐ No

14. Name of names of public employee(s) causing the injury, damage or loss, if known
Tracy Dean Wilburn JR.

CLAIMS INVOLVING MOTOR VEHICLES

15. Insurance Information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ Yes ☒ No

16. Name of Insurance Carrier and Telephone Number (including area code)

_____ ( ) _____-_____
Name Telephone Number

_____
Address City State Zip

17. Policy Number:

18. Are you the registered owner? ☐ Yes ☒ No Just Purchased car on 2/8/2019, Did not get to register it or get insurance yet

19. Amount of deductible: $

20. Make: Cadi Model: CTS Year: 2003

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to $10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

DeVonte Smith
Signature

DeVonte Smith
Printed Name of Person Completing Claim

CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

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RECEIVED
FEB 21 2012
PLUMAS COUNTY
COUNSEL'S OFFICE

CLAIMANT INFORMATION

1. Name of Claimant: DeVontie Smith

2. Mailing Address of Claimant: 304 - 1st. St | Quincy | CA | 95971
   Address | City | State | Zip

3. Mailing Address where notices are to be sent (if different than mailing address of claimant):
   Same
   Address | City | State | Zip

RECEIVED
FEB 21 2012
PLUMAS COUNTY
BOARD OF SUPERVISORS
HAND DELIVERED

4. Telephone Number of Claimant: (530) 394 - 0497

REPRESENTATIVE INFORMATION

5. Name of Attorney (if any): N/A

6. Mailing Address of Attorney:
   Address | City | State | Zip

7. Telephone Number of Attorney: ( ) _____ - _____

INFORMATION ABOUT CLAIM

8. Incident Date: Month 2 Day 15 Year 2012

9. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel)
   151 Lee Rd. Located on N. Side shoulder, facing Westerly Directions

10. Explain the circumstances that led to the alleged damage or injury: (State all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on separate page.)
    The Snow Plower ran into my vehicle parked in front of 151 Lee Rd. It damaged the rear left, side and side mirror (see report)

(see reverse)