

## **Addendum "1" Plumas Lakes Golf Course Request for Offers to Purchase Questions for Plumas Lake Golf Course - September 30, 2020**

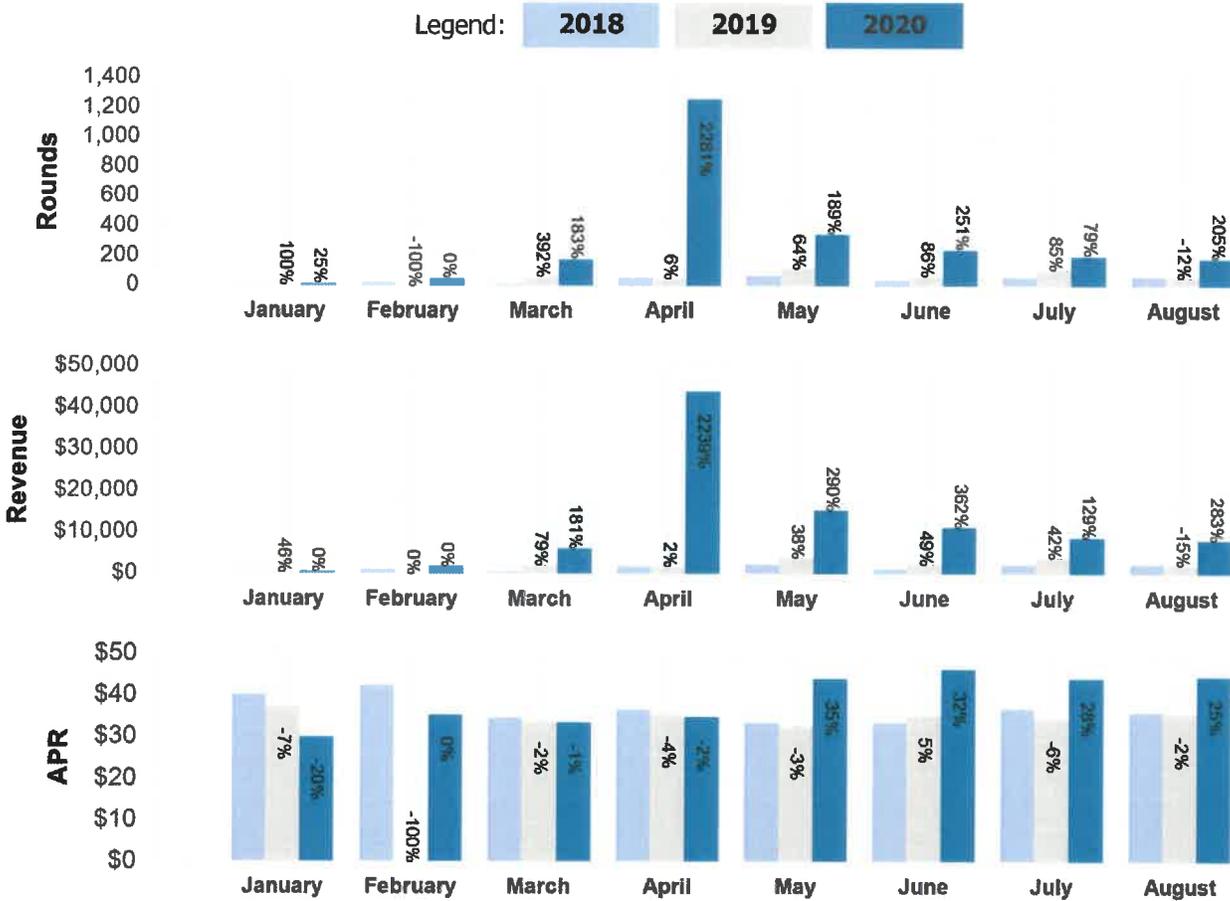
1. Asked by Fred Northern: Is the Property currently leased? **Yes, there is a lease with the Plumas Lakes Golf Course Board, a nonprofit entity. Attached is the lease. Payments under the lease have not been made to the City in sometime. However, the City has not declared the lessee in default. Based on the attached revenue report, recent course income has shown significant improvement**
  
2. Asked by Fred Northern: How long is it and will their lease be in effect to a new buyer? **The attached lease has a term of April 2029. Extension of the lease or continuance of the lease terms with the Plumas Lakes Board would be subject to the negotiation between the Board and the new buyer. Verbally, some Board members have said they would be open to discussion of an ongoing relationship. There is an on-site professional staff.**
  
3. Asked by Larry Hansen: I noticed the property came to the city in two parcels, Dec 9, 1941 and Jan 3, 1961. Did either parcels have restrictions that the property be used as a golf course or the property would revert back to the individual, estate, or heirs of the donor? If this is the case which part of the acreage would revert back? **The City had a preliminary title report prepared and included the grant deed in the Request for Offers to Purchase. A reversionary provision was not discovered. However, at a recent open house, a Plumas Lakes Board Member stated that when the property was dedicated that is now used for holes 7 and 8 there was a reversionary interest in that portion of the of the golf course property. The "yellow" highlighted Assessor Parcel Map shows the general area of holes 7 and 8.**
  
4. Asked by Larry Hansen: If a buy does not wish to continue as a golf course and takes title with the Quitclaim Deed. Would their offer even be considered? **Yes. The City Council did express a preference that the new buyer keep the facility as a golf course. However, this is not a restriction of the sale. If different offers are similar, and one buyer commits to keeping the facility as a golf course, the Council may favor that Offer. Similarly, if an offer is considerably higher and not restricted to a golf course, the Council may favor the higher offer.**

### **Attachments:**

- a. Revenue Report
- b. Current Lease
- c. Highlighted Assessor Parcel Map Book 14 page 38 Yuba County

Course: **Plumas Lake Golf and Country Club**  
 Rate Set Holes: **(All)**  
 Rate Sets: **(All)**

Date Range: **1/1/2020 - 8/31/2020**  
 Method: **(All)**  
 Owner Groups: **(All)**



Month	Rounds			Revenue			APR		
	2018	2019	2020	2018	2019	2020	2018	2019	2020
January	6	12	15	\$242.00	\$448.00	\$450.00	\$40.33	\$37.33	\$30.00
February	24	48	48	\$1,021.00	\$1,700.00	\$1,700.00	\$42.54		\$35.42
March	13	64	181	\$452.00	\$2,170.00	\$6,090.00	\$34.77	\$33.91	\$33.65
April	50	53	1,262	\$1,841.00	\$1,880.00	\$43,971.00	\$36.82	\$35.47	\$34.84
May	73	120	347	\$2,453.00	\$3,930.00	\$15,343.00	\$33.60	\$32.75	\$44.22
June	37	69	242	\$1,244.00	\$2,430.00	\$11,227.00	\$33.62	\$35.22	\$46.39
July	60	111	199	\$2,214.00	\$3,830.00	\$8,779.00	\$36.90	\$34.50	\$44.12
August	68	60	183	\$2,454.00	\$2,130.00	\$8,151.00	\$36.09	\$35.50	\$44.54
<b>Totals</b>	<b>331</b>	<b>489</b>	<b>2,477</b>	<b>\$11,921.00</b>	<b>\$16,818.00</b>	<b>\$95,711.00</b>	<b>\$36.02</b>	<b>\$34.39</b>	<b>\$38.64</b>

4/5/94 - approved

Agreement  
file

AMENDMENT TO LEASE

This Agreement is made and entered into on May 1, 1994, by and between the CITY OF MARYSVILLE, hereinafter referred to as LESSOR and the PLUMAS LAKE GOLF AND COUNTRY CLUB, a non-profit corporation, hereinafter referred to as LESSEE.

The parties hereto have previously entered into a lease regarding certain real property located in the County of Yuba, State of California, which is known as the Plumas Lake Golf Course, and will hereinafter be referred to as the "property." The original term of said lease was for twenty-five years, from May 1, 1964, to April 30, 1989, at the rate of \$1.00 per year rental. Pursuant to the terms of said lease, LESSEE, on or before April 30, 1989, in writing, exercised its written option to renew said lease for another twenty-five years, and said lease was renewed from May 1, 1989, until April 30, 2014, under the same terms and conditions as the original lease, including the \$1.00 per year rental.

LESSOR desires to increase the rental to be received from LESSEE, and LESSEE desires assistance in procuring grant monies and/or low interest rate loans, in addition to extending the term of the existing lease. Therefore, the parties agree to amend said May 1, 1964, lease as follows:

1. Subject to the limitations provided for hereinafter, the term of the Lease is hereby extended for an additional fifteen (15) years, and shall terminate on April 30, 2029.

2. At no cost to the LESSOR, LESSOR shall make reasonable efforts to assist LESSEE in obtaining grant assistance amounting to

at least fifty percent (50%) of the targeted infrastructure and facility improvement of approximately \$1,300,000 (the "Target Amount"), which includes a sprinkler system for the entire golf course and concrete golf cart paths throughout the course. If LESSEE receives grant assistance of at least fifty percent (50%) of the Target Amount, by November 1, 1995, then the extension of the lease shall be for only nine years, instead of the fifteen years mentioned in paragraph 1 above, and shall terminate on April 30, 2023. If the grant is not received by November 1, 1995, or if the grant is received but is less than fifty percent (50%) of the Target Amount by November 1, 1995, then the term of the lease shall be as set forth in paragraph 1 above.

LESSOR shall have no responsibility to provide any such grant money itself. Furthermore, LESSOR shall not assume any liability for such grant money and does not make any representations, warranties or guarantees regarding the availability of such funds or the eligibility of the LESSEE to receive such funds. LESSOR shall have no responsibility to encumber any assets of the LESSOR, and notwithstanding the previous clause, the lessor will consider encumbering the property in order to receive said funds.

3. While this Amendment does not grant to the LESSEE any option to renew the lease for a further term, the LESSEE is given the right of first refusal should the LESSOR wish to sell the property at the end of the lease, and the lessee is also given the right of first refusal if the LESSOR desires to lease the property again at the end of this lease or at any reasonable time thereafter.

4. In the event that grant money is unavailable, or that grant money obtained for less than the total cost of the target amount, the LESSOR shall make reasonable efforts, at no cost to the LESSOR, to assist the LESSEE in obtaining low-interest rate loans to fund a portion or all of the Target Amount, and in addition thereto, a further amount to remodel the existing or build a new clubhouse at the option of the lessee. The LESSOR shall have no responsibility to provide any such loans. Furthermore, the LESSOR shall not assume any liability for such loans and does not make any representations, warranties or guarantees regarding the availability of such funds or the eligibility of the LESSEE for such funds. The LESSOR shall have no responsibility to encumber any assets of the LESSOR and notwithstanding the previous clause, the lessor will consider encumbering the property in order to receive said funds.

5. LESSEE shall pay to LESSOR, as and for lease payments, a sum equal to two percent (2%) of the gross sales of the LESSEE each year, commencing May 1, 1994, and until the termination of the lease. Said amount is payable within thirty (30) days after the end of the year, so that the first payment will be due on or before June 1, 1995, and on or before the first of June in each and every year thereafter until the termination of this lease. For purposes of this Agreement, gross sales are defined as the total gross revenue of the LESSEE. Excluded from gross receipts are the following: any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser.

6. On page 7 of the May 1, 1964 lease, the following provision appears:

"It is further mutually understood and agreed that Lessee shall not remove any trees or other shrubbery or vegetation without the prior written consent of the Lessor."

It is agreed that said language shall be modified to read as follows:

"Lessee shall have continuing permission from Lessor to remove any dead trees, dead shrubbery or dead vegetation, or to trim any trees, shrubbery or vegetation deemed necessary by Lessee, in accordance with good golf club management and any and all applicable laws and regulations."

7. To the extent that any term of the lease is inconsistent or in conflict with the terms of this Agreement, the terms of this Agreement shall supersede the terms of the lease. Except as set forth in this Agreement, all the provisions of the lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

CITY OF MARYSVILLE

By: Alan J. Bengyel  
Alan J. Bengyel, Administrator

PLUMAS LAKE GOLF & COUNTRY CLUB

By: Bill Crenshaw  
President

By: Joel T. Guthrie  
Secretary

RESOLUTION NO. 64-27

At a regular meeting of the Council of the City of Marysville,  
State of California, held on the 20th day of April, 1964.

WHEREAS, the City of Marysville desires to enter into a modified  
lease dated May 1, 1964, with the Plumas Lake Golf Course and Country  
Club, a California Corporation, for the property generally known as  
the Marysville Municipal Golf Course, which lease is for a period of  
twenty-five (25) years, with an option to renew for a period of twenty-  
five (25) years, under the terms and conditions set forth in said lease;

NOW, THEREFORE, BE IT RESOLVED that Lynn E. Mallory, Mayor,  
and Eugene M. Boyd, Jr., City Clerk of the City of Marysville, are  
hereby authorized and directed to execute said lease for and on behalf  
of the City of Marysville;

BE IT FURTHER RESOLVED that a certified copy of this resolution  
be attached to each executed copy of said lease.

I HEREBY CERTIFY that the foregoing Resolution was duly and  
regularly introduced and adopted by the Council of the City of  
Marysville, County of Yuba, State of California, on the 20th day of  
April, 1964, by the following vote;

AYES: Ralph L. Palm, Frank D. Nisonger, George A. Bird,  
Jr., D. Jack Gavin and Lynn E. Mallory.

NOES: None.

ABSENT: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of said City this 21st day of April, 1964.

*Eugene M. Boyd, Jr.*  
\_\_\_\_\_  
City Clerk

MODIFICATION OF LEASE

WHEREAS, the City of Marysville, a Municipal Corporation, as lessor, and the Plumas Lake Golf Course and Country Club, a corporation, as lessee, did on the 1st day of May, 1964, enter into a written lease covering certain demised property more fully described therein, and

WHEREAS, the first sentence of paragraph two on page four of the aforementioned lease reads as follows, to wit:

Lessor agrees to contribute not exceeding three thousand dollars (\$3,000.00) each year during the first five (5) years of this agreement, making a total contribution of not exceeding fifteen thousand dollars (\$15,000.00) toward the remodeling of the sanitary facilities including but not limited to showers, lavatory rooms, plumbing fixtures and necessary plumbing for the installation thereof.

and

WHEREAS, parties now desire to modify the first sentence of paragraph two on page four of the aforementioned lease to read as follows, to wit:

Lessor agrees to contribute not exceeding five thousand dollars (\$5,000.00) each year during the first three (3) years of this agreement, making a total contribution of not exceeding fifteen thousand dollars (\$15,000.00) toward the remodeling of the sanitary facilities including but not limited to showers, lavatory rooms, plumbing fixtures and necessary plumbing for the installation thereof.

It is further mutually understood and agreed that all of the remaining terms, conditions and covenants of the lease between the parties hereto shall remain in full force and effect, save and except as hereinabove modified.

Dated: August 1, 1964.

CITY OF MARYSVILLE, a Municipal Corporation

by: Leggett E. Mallory  
Mayor

Attest: [Signature]  
Clerk

PLUMAS LAKE GOLF COURSE AND COUNTRY CLUB,  
a Corporation,

by: Clifford L. Anderson  
President



RESOLUTION NO. 64-59

RESOLUTION AUTHORIZING EXECUTION OF  
MODIFICATION OF LEASE WITH PLUMAS LAKE  
GOLF COURSE AND COUNTRY CLUB

At a regular meeting of the Council of the City of Marysville,  
State of California, held on the 3rd day of August, 1964,

WHEREAS, the City of Marysville desires to enter into a modifi-  
cation of the lease dated May 1, 1964, with the Plumas Lake Golf Course  
and Country Club, a California Corporation, for the property generally  
known as the Marysville Municipal Golf Course,

NOW, THEREFORE, BE IT RESOLVED that LYNN E. MALLORY, Mayor,  
and A. W. MARCHUK, City Clerk of the City of Marysville, are hereby  
authorized and directed to execute said modification of lease for and on  
behalf of the City of Marysville;

BE IT FURTHER RESOLVED that a certified copy of this resolution  
be attached to each executed copy of said modification of lease.

I HEREBY CERTIFY that the foregoing Resolution was duly and  
regularly introduced and adopted by the Council of the City of Marysville,  
County of Yuba, State of California, on the 3rd day of August, 1964, by  
the following vote:

AYES: Frank D. Nisonger, George A. Bird, Jr., D. Jack Gavin  
and Lynn E. Mallory.

NOES: None.

ABSENT: Ralph L. Palm.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of said City this 4th day of August, 1964.

  
City Clerk

MODIFICATION OF LEASE

WHEREAS, the City of Marysville, a Municipal Corporation, as lessor, and the Plumas Lake Golf Course and Country Club, a corporation, as lessee, did on the 1st day of May, 1964, enter into a written lease covering certain demised property more fully described therein, and

WHEREAS, the second sentence of paragraph five on page six of the aforementioned lease reads as follows, to wit:

Lessee's membership shall be limited to 250 members, which maximum membership shall be subject to renegotiation at the request of either lessor or lessee.

and

WHEREAS, parties now desire to modify the second sentence of paragraph five on page six of the aforementioned lease to read as follows: to wit:

Lessee's membership shall be limited to 500 members, which maximum membership shall be subject to renegotiation at the request of either lessor or lessee.

It is further mutually understood and agreed that all of the remaining terms, conditions and covenants of the lease and as modified between the parties hereto shall remain in full force and effect, save and except as hereinabove modified.

Dated: October 23, 1967.



CITY OF MARYSVILLE, a Municipal Corporation

by: George A. Bird Jr.  
Mayor

Attest: [Signature]  
Clerk

PLUMAS LAKE GOLF COURSE AND COUNTRY CLUB,  
a Corporation,

by: [Signature]  
President

by: [Signature]  
Secretary

LEASE

This lease made and executed in duplicate this 1st day of May, 1964, by and between the CITY OF MARYSVILLE, a Municipal Corporation, hereinafter called Lessor, and PLUMAS LAKE GOLF COURSE AND COUNTRY CLUB, a corporation duly organized and existing under and by virtue of the laws of the State of California, hereinafter called Lessee, without regard to number or gender:

WITNESSETH

Lessor hereby leases and demises to the lessee and the lessee hires from the lessor that certain real property situate in the County of Yuba, State of California, and generally known as the Marysville Municipal Golf Course, together with all improvements situate thereon, which is more particularly described as follows, to wit:

All that certain real property situate in the County of Yuba, State of California, described as follows:

PARCEL ONE: Beginning on the West line of Section 29, Township 14 North, Range 4 East, M.D.B. & M., distant thereon 969.2 feet North of the Southwest corner of the Northwest one-quarter, said point of beginning being in the center of a slough, and running thence along the center of the slough the following courses and distances: South 75° East 326.9 feet; South 83° 45' East 595.7 feet; South 15° 01' East 834.2 feet to the East and West center line through said Section Twenty-nine; thence South 89° 15' West along said center line 1120 feet to the Southwest corner of the Northwest one-quarter of said Section 29; and thence North 0° 16' West along the West line of said Section 29, 969.2 feet to beginning.

PARCEL TWO: Portion of Lots 8 and 9, Block 30 and portion of Lots 5 and 12, Block 29, as shown upon that certain map entitled, "Arboga Colony", on file and of record in the office of the County Recorder of the County of Yuba, State of California. Portion of Lot 12, in Block 29, as shown upon that certain map entitled "Arboga Colony No. 2", and now on file and of record in the office of the County Recorder of the County of Yuba, State of California, and more particularly described as follows:

Beginning at the Southwest corner of the Northwest quarter of Section 29, Township 14 North, Range 4 East, M.D.B. & M., running thence South 1303.7 feet to an iron pin, thence North 55° 45' East 960.0 feet to an iron pin, thence East 571.5 feet to an iron pin, thence North 774.7 feet to an iron pin on the South

line of said Northwest quarter of Section 29, above referred to, thence South 89° 32' West 1365.0 feet along said line to the point of beginning, containing 29.02 acres, more or less.

**PARCEL THREE:** Portion of Lots 1, 2, 7 and 8, Block 30, as shown upon that certain map entitled, "Arboga Colony" on file and of record in the office of the County Recorder of the County of Yuba, State of California, particularly described as follows:

Beginning at an iron pin on the West line of the Northwest quarter of Section 29, Township 14 North, Range 4 East, M.D.B. & M., distant thereon North 306.3 feet from the Southwest corner of said Northwest quarter, thence North 89° 37' West 2205.4 feet to the East line of the land conveyed to Minnie Carlin Manwell by deed of record in Volume 33 of Official Records, page 241, Yuba County Records, thence along said land conveyed to Manwell, North 0° 02' East 351.7 feet, North 31° 57' West 147.8 feet to an iron pin on the West line of Lot 7, above referred to, thence North 0° 04' West along said West line of Lot 7 and Lot 2 above referred to a distance of 893.2 feet to an iron pin, thence North 89° 58' East 2279.3 feet to an iron pin on the West line of the Northwest quarter of Section 29, above referred to, and South 0° 14' West 825.0 feet from the Northeast corner of Lot 1, above referred to, thence along said West line of Section 29, above referred to South 0° 23' East 420.3 feet and South 0° 01' East 966.5 feet to the point of beginning, containing 71.45 acres, more or less.

**PARCEL FOUR:** Portion of Lots 7, 8, and 9, in Block 30, as shown upon that certain map entitled, "Arboga Colony", filed and of record in the office of the County Recorder of the County of Yuba, State of California, and more particularly described as follows:

Beginning at the point of intersection of the East line of the land conveyed to Minnie Carlin Manwell by deed of record in Volume 33 of Official Records, page 241, Yuba County Records, with the South line of Parcel Two of the land described in the deed to D. W. Beatie, Trustee of record in Volume 64 of Official Records, page 57, Yuba County Records, thence South 89° 37' East along the South line of said Parcel Two, above referred to, 2205.4 feet to the Southeast corner of said Parcel Two, thence South 1610.0 feet to the most Southerly corner of Parcel One described in said deed to D. W. Beatie, Trustee, above referred to, thence West 30.0 feet, thence North 1595.0 feet, thence North 89° 37' West 2175.4 feet to the East line of said property conveyed to Minnie Carlin Manwell above referred to, thence North along said East line 15.0 feet to the point of beginning.

**PARCEL FIVE:** Portion of the Southwest quarter of the Northwest quarter of Section 29, Township 14 North, Range 4 East, M. D. B. & M., and being more particularly described as follows:

Beginning at a point on the West line of said Section 29, distant thereon North 0° 16' West 1320 feet from the Southwest corner of Northwest quarter of said Section; thence from said point of beginning North 88° 40' East 1150 feet; thence Southwesterly to a point, said point

being the Northeasterly corner of Parcel No. 1 of the land conveyed to the City of Marysville, by deed recorded December 9, 1941 in Volume 65 of Official Records, page 128, Yuba County Records; thence Westerly along the Northerly line of the land conveyed to the City of Marysville, the following two courses and distances; North 83° 51' 29" West 595.70 feet and North 75° 06' 20" West 326.90 feet to the Westerly line of said Section 29; thence North 0° 24' East along Westerly line of said Section 29, a distance of 227.50 feet; thence North 0° 22' 20" West, a distance of 113.57 feet to the point of beginning.

The term of this lease shall be for a period of twenty-five (25) years, commencing on the 1st day of May, 1964, and terminating on the 30th day of April, 1989.

The lessor hereby grants to the lessee an option to renew this lease for an additional period of twenty-five (25) years upon the same identical terms, conditions and covenants herein contained subject, however, that in the event the lessee desires to exercise the option herein granted it shall notify lessor, in writing by certified mail, at least ninety (90) days prior to the expiration of this lease. In the event lessee fails to so notify lessor, then and in that event the option herein granted shall be null and void and have no further force or effect whatsoever.

The rental shall be the sum of One Dollar (\$1.00) per year payable on the 1st day of May, 1964, and a like sum on the 1st day of May, of each and every succeeding year during the term of this lease.

It is further mutually understood and agreed between the parties hereto as follows:

Lessee shall not assign or sublet any portion of the demised premises without the prior written consent of lessor.

Lessee shall not make any major alterations, improvements or additions to any of the demised buildings or golf course facilities without the prior written consent of lessor.

Lessee covenants and agrees with lessor that it will keep and maintain the golf course property and all buildings thereon in as good condition as of the date of commencement of this lease.

In the event of bankruptcy either voluntarily or involuntarily or any assignment for the benefit of creditors made by lessee, then and

in that event lessee's interest in this lease is hereby automatically terminated on the happening of such event.

The lessee agrees that at the expiration of this lease to restore said demised buildings to lessor in the same condition as they are now in, less reasonable wear and tear and excepting damage by the elements, acts of God, or acts of war. Lessee agrees to maintain said golf course in a neat, attractive and clean condition at all times.

Lessor agrees to contribute not exceeding Three Thousand Dollars (\$3,000.00) each year during the first five (5) years of this agreement, making a total contribution of not exceeding Fifteen Thousand Dollars (\$15,000.00) toward the remodeling of the sanitary facilities including but not limited to showers, lavatory rooms, plumbing fixtures and necessary plumbing for the installation thereof. Lessee shall prepare and present detailed plans and specifications, together with an architect's detailed cost estimate of the deficiencies and remodeling work to be done, to lessor for approval and all construction and installation shall be subject to inspection by agents of lessor. It is mutually understood and agreed that lessor will not be liable for payment of any of the amounts hereinabove mentioned if lessee does not commence the above remodeling and diligently prosecute the same through to completion strictly in accordance with the approved plans and specifications. Lessee shall be obligated to furnish lessor with a detailed accounting of all monies contributed by lessor and expended by lessee in the remodeling of the sanitary facilities hereinabove mentioned.

It is further mutually understood and agreed that lessee shall hold lessor harmless from any and all liability of any nature whatsoever arising from lessee's use and operation of said demised premises.

It is further mutually understood and agreed that lessee shall, at its own expense, maintain in full force and effect during the term of this lease, appropriate insurance which will protect the City of Marysville from any liability for property damaged and/or personal injuries caused by the lessee or resulting from its operation of the demised premises in the following amounts: Property damage, \$25,000.00;

- Public Liability, \$100,000.00 - \$300,000.00. Certificates of such Public Liability and Property Damage insurance above mentioned shall be filed with the City Clerk of the City of Marysville and shall be subject to approval by lessor for adequacy of protection. Said certificates shall name the City of Marysville as an additional insured and provide that the cancellation of said policy shall be valid only after the City of Marysville has been given a ten (10) day notice in writing addressed to the City Clerk, City Hall, 6th & C Streets, Marysville, California.

It is further mutually understood and agreed that in the event any of the demised buildings shall be destroyed by fire, then the sole obligation of the lessor shall be to rebuild or restore said building or buildings, to the extent of the proceeds received by lessor from fire insurance coverage thereon.

It is further mutually understood and agreed that lessee agrees to comply with all the laws and regulations of any federal, state, county or other governmental agency and will not create or permit to be created or allow to be maintained on said demised premises, any nuisance of any nature whatsoever. \*

Lessor may enter upon the demised premises at any and all reasonable times for the purpose of inspecting the same, and a joint inspection shall be made by representatives of lessor and lessee not less than once each year.

In the event of a breach of this lease by lessee, the lessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be removed and stored in any public warehouse or elsewhere at the cost of and for the account of the lessee. However, prior to the exercise of the right herein granted, lessor will notify lessee in writing of the default of lessee of any term, covenant or condition of this lease, and lessee may have thirty (30) days from

the date of said written notice to cure said default and if not so cured to the satisfaction of the lessor, the lessor may exercise its right in this clause contained.

In case suit or action shall be brought by the lessor for the enforcement of any of the terms and conditions of this lease, the lessor in such suit or action shall be entitled, in addition to any other relief granted by the court, to a reasonable attorney's fee and court costs to be fixed by the court.

All notices to be given hereunder shall be in writing and delivered by United States certified mail, postage prepaid. Notices directed to the lessee at the leased premises shall be sufficient whether or not the lessee has departed from, abandoned or vacated the premises.

This lease shall inure to the benefit of and bind the heirs, executors, administrators and assigns of the parties hereto.

Lessor agrees, at its sole cost and expense, to carry fire insurance on said demised buildings and permanently installed equipment attached or affixed to the real property.

The lessee covenants and agrees that it will not prevent members of the public who are not members of lessee from playing on said golf course, however, the lessee shall have the right to charge said members of the public, not members of lessee, green fees commensurate with ordinary charges of comparable municipal golf courses, and further provided that members of lessee and their guests shall have the first opportunity to play on said golf course and shall receive preference in starting times. Lessee's membership shall be limited to 250 members, which maximum membership shall be subject to renegotiation at the request of either lessor or lessee. Lessee shall furnish lessor with an annual report consisting of, but not limited to, a financial statement and a summary of the number of players using golf course, which summary shall reflect total number of lessee's members and total number of non-members.

Lessee shall be permitted to place upon said demised premises

such additional golf holes as they may deem advisable and to rearrange the existing golf holes as they may deem advisable, all at their sole cost and expense, upon the approval thereof by a qualified golf architect and with the prior written consent of lessor.

In the event of the termination of this lease by either lessor or lessee, the lessor has the option to purchase from the lessee for cash all usable personal property owned by lessee at its then depreciated value.

It is further mutually understood and agreed that in case the lessor shall without any fault on its part be made a party to litigation commenced by or against the lessee, the lessee will pay all costs and attorneys' fees necessarily incurred by or charged against the lessor by or in connection with such litigation.

It is further mutually understood and agreed that lessee shall pay any and all taxes and all assessments of any nature whatsoever levied against the demised premises from and after the date hereof and during the term of this lease.

It is further mutually understood and agreed that lessee shall not remove any trees or other shrubbery or vegetation without the prior written consent of the lessor.

Time is of the essence of this lease.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first hereinabove written.

CITY OF MARYSVILLE, a Municipal Corporation

By: Lynne E. Mallory  
Mayor

Attest: Eugene W. Lloyd, Jr.  
Clerk

PLUMAS LAKE GOLF COURSE AND COUNTRY CLUB  
a Corporation

By: Albert Davis  
President.

By: Edward D. Hancock  
Secretary

RESOLUTION NO. 57-86

RESOLUTION AUTHORIZING EXECUTION OF  
MODIFICATION OF LEASE WITH PLUMAS LAKE  
GOLF COURSE AND COUNTRY CLUB

At a regular meeting of the Council of the City of Marysville,  
State of California, held on the 23rd day of October, 1967.

WHEREAS, the City of Marysville desires to enter into a modifica-  
tion of the lease dated May 1, 1964, with the Plumas Lake Golf Course and  
Country Club, a California Corporation, for the property generally known  
as the Marysville Municipal Golf Course.

NOW, THEREFORE, BE IT RESOLVED that GEORGE A. BIRD, JR., Mayor,  
and A. W. MARCHUK, City Clerk of the City of Marysville, are hereby

authorized and directed to execute said modification of lease dated  
October 23, 1967, for and on behalf of the City of Marysville;

BE IT FURTHER RESOLVED that a certified copy of this resolution  
be attached to each executed copy of said modification of lease.

I HEREBY CERTIFY that the foregoing Resolution was duly and  
regularly introduced and adopted by the Council of the City of Marysville,  
County of Yuba, State of California, on the 23rd day of October, 1967, by  
the following vote:

AYES: James R. Watson, D. Jack Savin, Frank D. Nisonger, Richard W.  
Stubbe and George A. Bird, Jr.

NOES: None.

ABSENT: None.

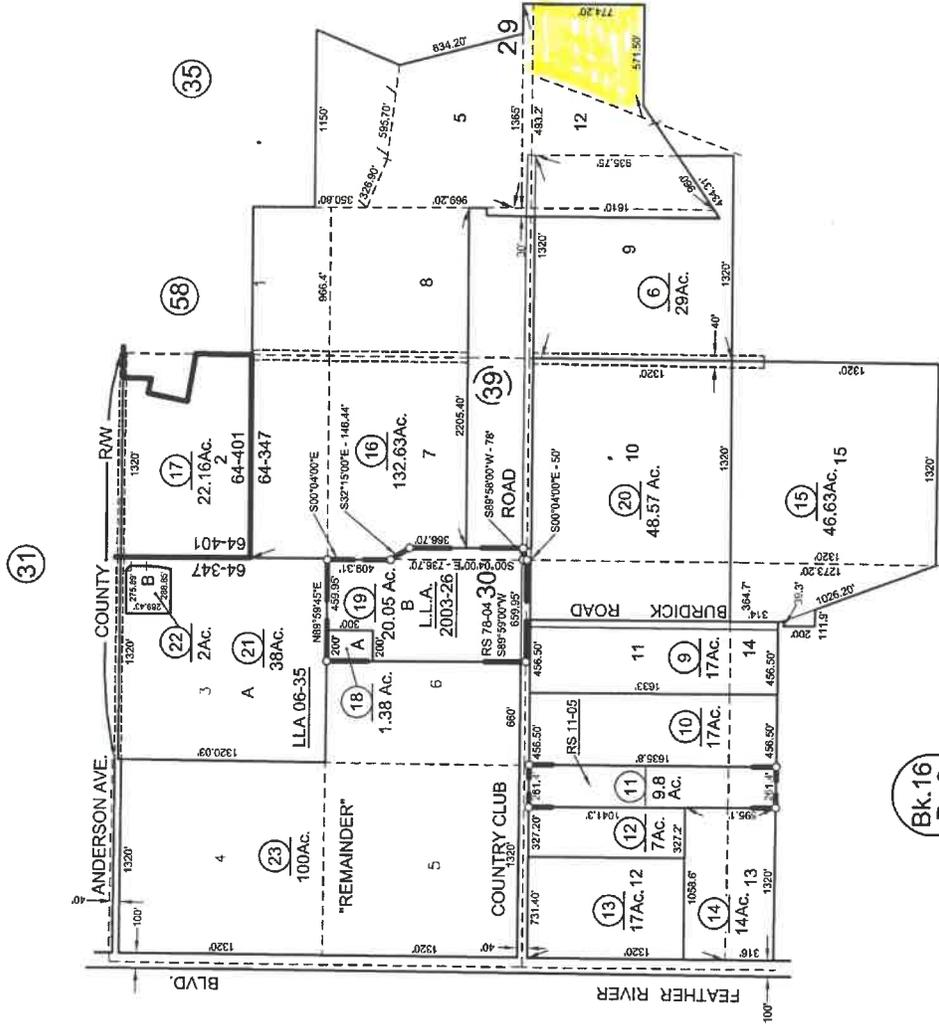
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of said City this 24th day of October, 1967.

  
City Clerk

**POR. BLOCK 29,30, ARBOGA COLONY**

Tax Area Code  
64-347  
64-401

**14-38**



**Bk. 16  
Pg. 3**

**Bk. 16  
Pg. 4**

**Bk. 14  
Pg. 83**

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NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles  
**Assessor's Map Bk. 14, Pg. 38**  
**County of Yuba, Calif.**

**10/14**

R.S. - Bk. 95, Pg. 43 (R.O.S. 2011-05)  
(L.L.A. 06-35)  
R.S. - Bk. 78, Pg. 4 (R.O.S. 2004-03)  
R.S. - Bk. 1, Pg. 31 (L.L.A. 2003-26)

NOTE: This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedences over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.