



MAMMOTH COMMUNITY WATER DISTRICT

Post Office Box 597
Mammoth Lakes, California 93546-0597

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the President of the Board of Directors of the Mammoth Community Water District has called a **SPECIAL MEETING** to be held **THURSDAY, JUNE 6, 2019** at **5:30 P.M.**

Please Note:

Members of the public will have the opportunity to directly address the District Board of Directors concerning any item listed on the Agenda below before or during consideration of that item.

AGENDA

5:30 P.M.

Roll Call

Directors Cage, Creasy, Domaille, Smith, and Thompson

Pledge of Allegiance

Closed Session

1 Conference with Legal Counsel

Anticipated Litigation – Pursuant to Government Code section 54956.9(a); consideration of initiation of litigation involving the Acquisition of Easements on Ranch Road, Woodcrest Trail and Adjacent Common Areas Adjacent to the Site of Proposed District Well 32, Town of Mammoth Lakes from Snowcreek VI Condominium Owner's Association and The Ranch at Snowcreek Owners' Association

Consent Agenda A

All matters listed are considered to be routine by the Board and may be enacted on by one motion. There will be no separate discussion on these items unless requested by the Board. If discussion is requested, that item will be moved and considered separately after adoption of the consent agenda.

Current Business

1 Discussion and Possible Action to Approve an Agreement with The Ranch at Snowcreek Owner's Association Regarding Acquisition of Easements for Access to the District's Well Site on the Snowcreek Golf Course for Construction, Operation, Maintenance, and Rehabilitation/Replacement of Wells and Use of a Portion of the Ranch Road Right-of-Way for Well Site Ingress and Egress and Landscaping Purposes, and to Accept a Grant of Easement for such Purposes

Adjournment

NOTE: Items listed on the agenda may be reviewed or acted upon by the Board in any order or sequence. The items are listed for identification purposes only.

The meeting will be held in the conference room at the District facility located one mile east of Old Mammoth Road on Meridian Boulevard, just off Highway 203, Mammoth Lakes, California.



PATRICK A. HAYES
General Manager

Date of Issuance: Wednesday, June 5, 2019

Posted: MCWD Office
MCWD Website: www.mcwd.dst.ca.us
cc: Members, Board of Directors
Town of Mammoth Lakes
KMMT, KIBS, KSRW Radio

In compliance with the Americans with Disabilities Act, if you need a disability related modification or accommodation to participate in this meeting please call Stephanie Hake at (760) 934-2596 at least one full day before the meeting.

Documents and material relating to an open session agenda item that are provided to the Mammoth Community Water District Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the District facility located at 1315 Meridian Boulevard, Mammoth Lakes, California.

MINUTES

Thursday, April 18, 2019
Mammoth Community Water District
Regular Board Meeting

The Board of Directors convened in session at the hour of 5:36 p.m. A brief recess was taken and the meeting was adjourned at 7:27 p.m.

Prepared by:

Stephanie Hake
Executive Assistant

ATTEST:

Patrick A. Hayes
Board Secretary

THE REGULAR MEETING of the Board of Directors of the Mammoth Community Water District held on Thursday, April 18, 2019 at 5:36 p.m.

ROLL CALL

Board Present

Director: Tom Cage
Director: Robert Creasy
Director: Dennis Domaille
Director: Tom Smith
Director: Gary Thompson

Board Absent

None

Staff Present

General Manager: Pat Hayes
Maintenance Superintendent: Mark Busby
Finance Manager: Jeff Beatty
Information Services Manager: Justin Mulbay
Human Resources Manager: Kay Hartman
Executive Assistant: Stephanie Hake
District Counsel: Joshua Horowitz

Guests Present

Tyler Nelson: MCWD Staff
Tim Sanford
Greg Cook

PLEDGE OF ALLEGIANCE

President Smith led the Pledge of Allegiance at 5:36 p.m.

The Board members went into closed session at 5:37 p.m.

CLOSED SESSION

D-1 Conference with Legal Counsel

Anticipated Litigation – Pursuant to Government Code section 54956.9(a); consideration of initiation of litigation involving the Acquisition of Easements on Ranch Road, Woodcrest Trail and Adjacent Common Areas Adjacent to the Site of Proposed District Well 32, Town of Mammoth Lakes from Snowcreek VI Condominium Owner's Association and The Ranch at Snowcreek Owners' Association

D-2 Conference with Legal Counsel

Existing Litigation -- Pursuant to Government Code section 54956.9(a); International Union of Operating Engineers, Local 12 v. Mammoth Community Water District; Public Employment Relations Board

The Board members came out of closed session at 6:10 p.m. It was reported that direction was given to legal counsel.

Some items were taken out of order to facilitate the meeting

CONSENT AGENDA A

A-1 Approval of March 2019 Check Disbursements (Springbrook #'s 55852 – 55984)

A-2 Approval of Minutes from the Regular Board Meeting held March 21, 2019

CONSENT AGENDA B – STAFF REPORTS

B-1 Operations Department Report

B-2 Maintenance Department Report

B-3 Finance Department Report

B-4 Engineering Department Report

B-5 Information Services Report

B-6 Personnel Services Report

B-7 Regulatory Support Services Report

B-8 General Manager's Report

There was no discussion, and Director Creasy made a motion to approve both Consent Agendas A and B in one motion.

BOARD ACTION – To approve Consent Agendas A and B

MOVED BY: Director Creasy

SECONDED BY: Director Thompson

AYES: Directors Cage, Creasy, Domaille, Smith, and Thompson

NAYS: None

CURRENT BUSINESS

C-1 Public Hearing on Proposed Adoption of Ordinance No. 04-18-19-07 Amending Section 4.06 of Chapter 2 of the District Code Relating to Director Compensation; After Hearing is Closed, Board Will Discuss and Consider Enacting Ordinance No. 04-18-19-07

President Smith opened the Public Hearing at 6:43 p.m.; no one addressed the Board and the Public Hearing was closed.

There was no discussion. Director Domaille made a motion.

BOARD ACTION – To adopt Resolution No. 04-18-19-07 amending Section 4.06 of Chapter 2 of the District Code relating to Director Compensation

MOVED BY: Director Domaille
SECONDED BY: Director Cage
AYES: Directors Cage, Creasy, Domaille, Smith, and Thompson
NAYS: None

C-2 Discussion and Possible Adoption of Resolution No. 04-18-19-08 Adopting an Annual Statement of Investment Policy

Jeff Beatty described that the changes reflected in the draft policy were recommendations from Chandler Asset Management, the new investment advisors, and legal counsel. Mr. Beatty also noted that the policy had been amended to say that, moving forward, the committee's representative staff member will be appointed by the General Manager.

Mr. Beatty pointed out that the language on page 7 of the draft policy had been updated to reflect the Investment Committee's recommendation regarding the ratings of securities.

There was no discussion. President Smith called for a motion.

BOARD ACTION – To adopt Resolution No. 04-18-19-08 adopting the Statement of Investment Policy as amended

MOVED BY: Director Creasy
SECONDED BY: Director Cage
AYES: Directors Cage, Creasy, Domaille, Smith, and Thompson
NAYS: None

C-3 Quarterly Water Supply Update

Patrick Hayes reported that the snowpack in the Lakes Basin is well above normal; therefore the water supply is sufficient to meet demand for the next several months.

BOARD ACTION – NONE

**C-4 Consider Offers Under First Right of Refusal for the Sale of Employee Homes Purchased Under Employee Down Payment Assistance Program and Provide Direction to General Manager for Responding to Offers
Subject Properties: 212 Pinecrest Ave., Mammoth Lakes (Matt Jaroslowski) and 140 Sierra Park Road, Unit 140, Mammoth Lakes (Tyler Nelson)**

Following a discussion led by Directors Cage and Creasy, the Board directed the General Manager to notify Mr. Jaroslowski that the MCWD is not interested in purchasing the housing unit located at 212 Pinecrest.

The Board determined that the townhouse (unit 140) at 140 Sierra Park Road would complement the inventory of rental housing units owned by MCWD. Direction was provided to the General Manager to pursue an appraisal of the unit and move forward with the intent to purchase the referenced housing unit from Mr. Nelson.

Director Cage noted that the Employee Down Payment Assistance Policy/Program (EeDPAP) should possibly be reviewed to ensure it is still aligned with the goals and needs of the District and staff.

President Smith appointed an ad hoc committee of Directors Cage and Creasy to review the details of the EeDPAP and report back to the Board any recommended changes to the policy/program at the next Board meeting.

BOARD ACTION – NONE

C-5 Discussion and Possible Adoption of Resolution No. 04-18-19-09 Declaring the Necessity for and Authorizing the Commencement of Eminent Domain Proceedings to Acquire Well 32 Easements on Real Property Owned by The Ranch at Snowcreek Owners Association

To accommodate members of the audience, President Smith requested that the discussion of this item be taken before other business on the agenda.

Patrick Hayes provided a brief overview of the negotiation process over the past few months. Mr. Hayes described the desire for negotiations to continue with a parallel track of initiating the eminent domain process.

Mr. Tim Sanford addressed the Board on behalf of The Ranch at Snowcreek Owners Association and made comments for the record concerning the proposed adoption of the resolution of necessity.

Following a discussion, Vice President Cage made a motion.

BOARD ACTION – To adopt Resolution No. 04-18-19-09 declaring the necessity for and authorizing the commencement of eminent domain proceedings to acquire Well 32 Easements on real property owned by The Ranch at Snowcreek Owners Association as long as there is no additional cost to the MCWD in legal fees, and only by motion of the Board allows the District the ability to move on eminent domain, if final negotiations fail

MOVED BY: Director Cage
SECONDED BY: Director Domaille
AYES: Directors Cage, Creasy, Domaille, Smith, and Thompson
NAYS: None

Meetings Held During the Month

Long-Range Planning Committee – April 16, 2019

Dennis Domaille

Robert Creasy

Technical Services Committee – April 17, 2019

Dennis Domaille (*absent*)

Gary Thompson

Investment Committee – April 17, 2019

Robert Creasy

Tom Cage

Finance Committee – April 17, 2019

Robert Creasy

Tom Cage

~

Long-Range Planning Committee:

Director Creasy reported that the highlights of the Long-Range Planning meeting were:

- Options being considered by the District in anticipation of the closure of the Mono County Landfill, with hauling sludge to a landfill near Fallon, NV looking like the most cost effective option. Also, staff are working to improve the percentage of solids content of the sludge produced.
- The acquisition of future well sites.
- The need for acquiring a site in Zone 2B for a water storage tank to help with occasional fluctuating pressure issues.
- Preparing for potential rolling power outages by SCE during high wind events and the impacts on facilities, especially in the Lakes Basin.
- A brief update on the needs assessment being done on the Administration Building.

~

Technical Services Committee:

Director Thompson said the discussion was relatively routine noting brief discussions about the new website and water supply among the topics talked about.

~

Investment Committee:

Director Cage mentioned that the transition to the new investment advisors is going smoothly and the committee is comfortable with the guidance they are receiving.

~

Finance Committee:

Director Cage reported that the Finance Committee mostly discussed the routine activities associated with transitioning from one fiscal year to the next.

Director Cage complimented staff for continually operating at an efficient and cost effective manner saving the District hundreds of thousands of dollars on capital projects in FY19.

Director Creasy noted that the reserve funds appear to be out of balance with targets due to adjusting the targets to the new fiscal year.

Director Cage additionally noted that the District has participation of \$2.6m with staff on 11 properties that have been purchased through the Employee Housing Down Payment Assistance Program.

~

There were no other committee meetings held during the month.

ATTORNEY REPORT

Attorney Horowitz reported that the proposed water tax is still being talked about, otherwise there was nothing to report.

ADJOURNMENT

President Smith called for a motion to adjourn the meeting

BOARD ACTION – To adjourn the meeting

MOVED BY: Director Domaille
SECONDED BY: Director Cage
AYES: Directors Cage, Creasy, Domaille, Smith, and Thompson
NAYS: None

The meeting was adjourned at 7:27 p.m.

DRAFT

**SETTLEMENT AGREEMENT BETWEEN
MAMMOTH COMMUNITY WATER DISTRICT AND
THE RANCH AT SNOWCREEK OWNERS' ASSOCIATION
CONCERNING CONSTRUCTION AND OPERATION OF WELL 32**

This Settlement Agreement is made effective on June 6, 2019 by and between Mammoth Community Water District, a California local public agency ("District"), and The Ranch at Snowcreek Owners' Association, a California nonprofit mutual benefit corporation ("Association"), which agree as follows:

RECITALS

This Settlement Agreement is made with reference to the following background recitals.

- A. The District has determined that it is necessary to drill additional municipal water supply wells and has acquired property on the Snowcreek golf course for the purpose of drilling, and if the test hole proves out, constructing a new municipal well designated as Well 32.
- B. The site of Well 32 is adjacent to a parcel of real property owned as common area by the Association, which consists of the right of way for private portions of Ranch Road and Woodcrest Trail.
- C. The District has requested that the Association grant certain easements for using a portion of Ranch Road and Woodcrest Trail and the southerly shoulder of the road to enable the District to construct and operate its new Well 32, any future rehabilitated or replacement wells on the site, and existing and future wells on Snowcreek golf course, in exchange for paying the Association specified monetary and other consideration as set forth in this Agreement.
- D. The Association is willing to grant the requested easements to the District on the terms and conditions set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Easements to be Acquired.

- (a) The Association shall grant the District permanent easements to construct and operate wells and to access the District's well site adjacent to Ranch Road (the "District Easement"). The District Easement shall consist of: (1) rights for the installation, maintenance and replacement of a landscaping berm and landscaping,

landscape irrigation facilities, and related appurtenances and for removal, replacement, and maintenance of landscaping; and (2) District use of a designated portion of Ranch Road and Woodcrest Trail for driving, backing and turning vehicles and equipment necessary for the drilling, construction and installation of wells and all appurtenances, and for well operation, maintenance, repair, modification, replacement, and removal purposes, to and from the site of Well 32, any future replacement well on the site, and existing and future wells on Snowcreek golf course.

- (b) The District Easement also shall include a right for the District to park vehicles and equipment on the southeasterly shoulder of Ranch Road. The District shall use its best efforts to ensure that its staff, contractors, consultants, and agents park their vehicles and equipment as much as possible on the road shoulder, but if it is necessary to use any portion of the pavement of Ranch Road for parking the District must maintain a minimum width of 24 feet of pavement to permit two-way traffic on Ranch Road and Woodcrest Trail and to operate at its sole expense any traffic controls required by state and local law and ordinances. The District and its staff, contractors, consultants, and agents shall be prohibited from parking any vehicles or equipment on the shoulder or pavement of Ranch Road overnight and shall not park vehicles and equipment outside of the 12-hour daily construction window and for a reasonable amount of time on either side of that window to permit arrivals and departures and staging of equipment stored overnight on the well site.
- (c) The District shall not store or deposit any snow on the District Easement. The Association understands and acknowledges that the District may plow or remove snow from the well site in order to permit the District to access the site for winter operations. The Association shall not use the District's well site for adjacent to the District Easement for snow storage or removal purposes.
- (d) The form of the District Easement is attached to and incorporated in full into the Agreement as Exhibit A. The Association's authorized representative will execute the District Easement (in front of and acknowledged by a notary public) and deliver the signed and acknowledged document with the executed Agreement. Promptly after the District executes this Agreement and pays all monetary compensation due to the Association under this Agreement, the District shall record the District Easement in the Official Records of Mono County.

2. Monetary Compensation for Easements.

- (a) The District has obtained an appraisal of the Easements, which has been presented to the Association. The District will bear the costs of its own appraisal and shall pay the actual costs of the Association's appraisal in an amount not to exceed \$5,000.

- (b) The Association is obtaining its own appraisal, which it shall provide to the District within five days after the appraiser issues it. The District's receipt of the appraisal shall trigger a 30-day period in which the two parties will engage in good-faith negotiations to determine the amount of final monetary compensation to be paid by the District for the Association's granting of the District Easement. If the parties reach agreement on the amount of monetary compensation due, the agreed amount shall be stated in this Agreement, if not yet approved and executed by both parties, or in an amendment to this Agreement if already executed. The District shall pay the agreed amount of monetary compensation for the Easements to the Association within five days after this Agreement or any amendment thereto is executed by both parties.

- (c) If the District and Association are unable to agree on the amount of monetary compensation due for the District Easement, after expiration of the 30-day negotiation period the parties shall enter into binding mediation to obtain a neutral determination of the amount of compensation due in accordance with the following procedure. Within ten days after the negotiation period expires, the parties shall exchange the names of proposed mediators that have a minimum of ten years of experience in real property matters and within ten days thereafter, they shall agree on a mutually acceptable mediator. The parties shall promptly retain that mediator and schedule a one-day mediation for purposes of settling the dispute over valuation of the Easements. The parties shall submit their appraisals and any statements concerning their position on the value of the easement to the mediator in advance of the mediation. If, at the mediation, the parties are able to reach final agreement on valuation of the Easements, the agreed valuation will be memorialized and paid as provided in paragraph (b) of this section. If, by the end of the mediation, the parties have not agreed on a valuation, the mediator shall be authorized to determine the valuation of the District Easement within the range of the valuations stated in the two appraisal reports and to issue a decision on valuation within those parameters that is binding on the parties. After the decision is issued, the valuation will be memorialized and paid by the District to the Association as provided in paragraph (b) of this section. The parties shall each pay one-half of the mediator's fees and expenses.

3. Drilling and Construction of Well 32.

- (a) The District shall drill Well 32 in compliance with applicable Town of Mammoth Lakes (TOML) noise and well construction ordinances and regulations (including daily time limitations and sound reduction measures such as sound curtains), including Chapter 8.16 of the TOML Municipal Code for both the drilling and the completion of the Well. The District estimates that well drilling and test pumping will take approximately 59 days, working 12-hour shifts. In addition, prior to well drilling, the District will access the well site to construct a well-drilling water disposal pipeline across the Snowcreek Golf Course. If the test hole proves that it will produce

sufficient water of adequate quality, the District will construct a municipal production well and appurtenant facilities, including but not limited to a well house, electrical power facilities, and pipelines. The construction phase will take approximately an additional 102 days and may take place in the 2020 construction season because it is likely that 2019 season will be significantly shortened due to 2018-2019 winter snow accumulations. Whether the Well is completed as a production well or monitoring well, the District will install an irrigation system, landscaping and final grading as per the plans described in Section 4 of this Agreement.

- (b) The Association shall designate a person as a single point of contact to address any complaints from Association members or a member's renter or lessee regarding District activities on the well site or use of Ranch Road during drilling and construction of Well 32. The District's designated contact shall be the District Engineer during business hours and, after business hours, the staff member on call and available after business hours through the District's main telephone number, 760-934-2596. The Association's designated point of contact person shall receive any complaints and shall promptly notify the District's designated contact when a complaint is received. The Association and District contacts shall discuss the issue and cooperatively develop a response and resolution of a complaint. Prior to the District commencing work on Well 32, the Association shall notify all of its members of the name and contact information for its designated point of contact and instruct members that they should address any complaints concerning Well 32 drilling and construction activities exclusively to the Association's designated contact person.

4. Well Operations and Outfitting.

- (a) The District shall construct Well 32 to minimize noise during operations as follows:
 - (1) use of submersible pump; and
 - (2) construction of well head to enclose the well pump and appurtenances. These measures shall be designed to ensure that ambient noise from well operations near the well head are no greater than TOML ordinance noise limitations. If a complaint is made by a member or renter/lessee of a member about well noise, compliance with the TOML noise ordinance will be measured by MCWD using a calibrated noise measurement device at a point 40 feet from the well head at a height of five feet. Noise from the well head shall only be deemed to violate the TOML noise ordinance if the measured noise level exceeds the prescribed TOML decibel levels.
- (b) The District shall construct the well equipment shed on the site in accordance with the design, materials and dimensions shown in the well equipment shed rendering attached to and incorporated into this Agreement as Exhibit B. The attached rendering has been commented on and approved by the Association's authorized representatives.

5. Landscaping of Well Site. At its sole expense, the District shall restore the landscaping it removed from the Association's right of way for Ranch Road. The restoration shall be according to McProud & Associate's Conceptual Revegetation Plan negotiated with and approved by the Association's representatives in the form attached to and incorporated into this Agreement as Exhibit C. The District has agreed with Association representatives' requested changes to the Plan to plant all coniferous plants in the landscaped berm to more fully screen the site year-round when viewed from Ranch Road and the homes within the Association. The landscape restoration plan includes an irrigation system that will be constructed and operated by the District. The District shall regularly maintain the landscaping and irrigation system in good condition at its expense.
6. Road Maintenance. In lieu of undertaking an obligation to pay for annual maintenance of the portions of Ranch Road and Woodcrest Trail to be used by the District to construct Well 32, operate the well site, and to access it via Ranch Road and the security gate across the road owned and operated by the Association, the District shall make a one-time payment to the Association in the amount of \$10,140. This one-time maintenance fee was determined by calculating the present value of thirty years of annual maintenance payments proposed by the Association in negotiations to be paid by the District in the amount of \$502.28 at a 3.0% inflation rate. The District shall pay this one-time maintenance fee to the Association at the same time as all other payments due under this Agreement.
7. General District Obligations Related to Well 32 Access and Operations. The District shall be responsible for repairing any damage to Ranch Road, Woodcrest Trail, and the gate on Ranch Road caused by its operations. The District also shall pay the costs for surveying and preparing all legal descriptions and plat maps of the easement areas described in this Agreement and for the drafting of this Agreement and the District Easement for review and comment by the Association's designated representatives.
8. Indemnity. The District shall indemnify, protect, hold harmless and defend the Association from and against any and all liability, claim or from damage with respect to any loss or liability whatsoever, including, but not limited to, any property, injury, or death of any person, caused by, arising out of, or in relation to the District's operations on, within or connected to the District's Easements, excepting therefrom any liability, loss, claim or damage caused by or attributable to the gross negligence or the willful acts of the Association.
9. Attorneys' Fees. The District shall pay the Association attorneys' fees in the amount of \$8,110. Except as provided in this Section 9, each party shall bear its own attorneys' fees, costs and expenses relating to or arising out of the subject matter of this Agreement or its negotiation.

10. Release and Waiver of Claims. The Association shall, on behalf of itself, release and forever discharge the District, and its officers, directors, employees, representatives, attorneys, and agents, from any and all actions, damages, demands, liabilities or claims relating to or arising out of the District's proceedings and negotiations to acquire the District Easement by negotiation or other permitted means ("Claims"). This release is a full and final release applying to all Claims. The parties waive all rights or benefits which they may now have or in the future may have under the terms of section 1542 of the Civil Code of the California, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Association understands and accepts the risk that it may have substantial rights, claims, damages, demands, liabilities, actions or defenses related to arising out of the Claims, existing or arising on or before the effective date hereof, that have not yet manifested or that are presently unknown, or that have not yet been identified, and the parties nevertheless intend to and do deliberately release these possible future Claims. The Association agrees to not file or prosecute against the District any cause of action, suit, or claim respecting the Claims.

11. Cooperation to Finalize Settlement. The parties will cooperate in good faith to finalize this Agreement by June 7, 2019. This Agreement shall become final and binding upon: (1) the District Board of Directors' approval and taking of any related actions agreed to by the parties as stipulated in this Agreement or in any separate writing or communication; (2) the Association Board of Directors' prompt submittal of this Agreement to all members of the Association entitled to approve it within the 30-day voting period provided in the Association's CC&R's, which member approval will be by a simple majority vote and which shall concluded by no later than May 28, 2019; (3) assuming all required approvals are obtained, the president of each board shall execute this Agreement and legal counsel for each party shall approve it as to form by no later than June 7, 2019.

12. General Provisions.

12.1. Enforcement of Agreement. This agreement shall be enforceable and binding as of the effective date stated in the preamble and may be enforced in any court of competent jurisdiction.

12.2. Representations and Warranties Regarding Execution. The District and the Association each warrants and represents that in executing this Agreement, it has had the

opportunity to consult with an attorney of its choice; that the terms of this Agreement have been read and its consequences, including the risks, complications and costs, are completely understood; that it fully understands the terms of this Agreement; and that each party is fully authorized to enter into this Agreement. The District and the Association each further acknowledges and represents that, in executing this Agreement, it has not relied on any inducements, promises, or representations made by the opposing party or any person representing or serving the opposing party, except as specifically provided herein; and that each has signed this Agreement voluntarily, without any duress or undue influence on the part of, or on behalf of, any party. Each person signing this Agreement on behalf of a party also represents and warrants that he or she has the authority and capacity to make the releases and promises set forth in this Agreement and that each party is the owner of and has not assigned or hypothecated any of the claims encompassed by this Agreement, whether known or unknown.

- 12.3. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement. Each party acknowledges and represents that, in releasing, discharging and settling certain claims and in entering into this Agreement, it has not acted in reliance upon any promise, covenant, representation, warranty, warning or inducement whatsoever, express or implied, except as contained in this Agreement.
- 12.4. Governing Law. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court for the County of Mono.
- 12.5. Cooperation. Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the preparation and execution of documents which may be required hereunder, in order to implement and effectuate this Agreement.
- 12.6. Joint Drafting of Agreement. The parties agree this Agreement has been jointly drafted and shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above in the preamble.

FOR ASSOCIATION:

Greg Cook, President
Board of Directors

Approved as to form:

Timothy B. Sanford
Attorney for Snowcreek VI

FOR DISTRICT:

Thomas R. Smith, President
Board of Directors

Approved as to form:

Joshua M. Horowitz
District Legal Counsel

Attachments:

Exhibit A – Form of Well Easement

Exhibit B – Well Equipment Building Design

Exhibit C – Landscape Restoration Plan

EXHIBIT A
FORM OF DISTRICT EASEMENT

Recording requested by, and
when recorded return to:

**Mammoth Community Water District
Attn: General Manager
1315 Meridian Blvd.
Mammoth Lakes, CA 93546**

Official Document, Exempt from Recording Fees
Pursuant to Gov't Code §§ 6103 & 27383

No Documentary Transfer Tax Per
Rev. & Tax. Code § 11922

Assessor's Parcel No.

-- Space Above for Recorder's Use Only --

GRANT OF EASEMENTS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Ranch at Snowcreek Owners' Association, a California nonprofit mutual benefit corporation ("Grantor"), hereby grants to the Mammoth Community Water District, a California public agency ("Grantee"), a perpetual, non-exclusive easement and right-of-way from the nearest public road and over, across, and through the private right of way commonly known as "Ranch Road" and "Woodcrest Trail" for the purposes of permitting Grantee's directors, officers, employees, contractors, consultants, agents, and invitees to drive, turn and back vehicles and other equipment across, on and over Grantor's property to access a parcel containing District groundwater wells and appurtenant utility facilities on adjacent golf course lands owned by Snowcreek Investment Company, LLC ("Snowcreek"), and its successors and assigns, to locate, install, construct, reconstruct, operate, maintain, repair, modify, improve, replace, and remove groundwater production and monitoring wells, water and wastewater pipelines, and all necessary below- and above-ground appurtenances located on the Snowcreek lands. The District may also use these easements to access existing and future wells located on the Snowcreek golf course lands for purposes of normal operations.

Grantor further grants Grantee the right to install, maintain, and replace a landscaping berm and landscaping, landscape irrigation facilities, and related appurtenances in the shoulder area of the private roadway commonly known as Ranch Road adjacent to Grantee's well site.

The "Easements" granted herein also shall include a temporary right for the Grantee to park vehicles and equipment on the southeasterly shoulder of Ranch Road during well drilling and construction.

Grantor's land burdened by the Easements is located in the Town of Mammoth Lakes, County of Mono, State of California, and is more particularly described as follows:

**See "Exhibit A" attached to and made a part of this
Grant of Easements**

The Easements granted herein burdening the above land are more particularly described as follows:

**See “Exhibit B” and “Exhibit C” attached to and made a part of this
Grant of Easements**

The Easements are subject to the following terms and conditions:

1. District shall have the right to use the Easements at any time without prior notice to Grantor as may be necessary or convenient for the purposes and rights described above. The Easement rights may be exercised by District and any of its officers, employees, contractors, consultants, agents, and invitees.
2. Grantor reserves the right to use the burdened land for purposes that will not interfere with Grantee’s full enjoyment of the rights hereby granted. Grantor, however, shall not obstruct or deny Grantee access at any time, erect or construct any building, wall, fence, locked gate (other than the existing gate through which access is hereby provided), or other permanent structure, nor shall Grantor grant to any third party any easement over, under, upon, across or through the Easement area that would interfere with District’s use of the Easements.
3. Grantor shall furnish District with keys or access codes to all gates that would otherwise restrict District’s access to or within the Easement area.
4. All applicable terms and conditions set forth in the Settlement Agreement between Mammoth Community Water District and The Ranch at Snowcreek Owners’ Association Concerning Construction and Operation of Well 32 dated [REDACTED], 2019.
5. The provisions of these Easements shall run with the land and inure to the benefit of and bind the heirs, successors, and assigns of Grantor and Grantee.

Executed on _____, 2019.

GRANTOR

Greg Cook, President
Board of Directors

ALL SIGNATURES MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC

[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

)

County of _____)

On _____, 20____ before me, _____, a notary public, personally appeared _____, who 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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The land situated in the Town of Mammoth Lakes, County of Mono, State of California, described as:

Lot B of Tract No. 36-155 per the map recorded on May 14, 1986 in Book 10 of Tract Maps at Page 2 through 2D inclusive in the Office of the County Recorder, County of Mono, State of California.

EXHIBIT B

LEGAL DESCRIPTIONS OF THE EASEMENTS

EXHIBIT B

LEGAL DESCRIPTIONS OF WELL ACCESS AND LANDSCAPE EASEMENTS

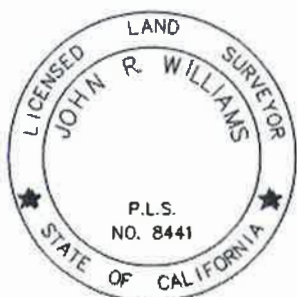
LEGAL DESCRIPTION Easement Over Lot B of Tract Map No. 36-155

BEING a 16 foot wide strip of land over a portion of Lot B of Tract No. 36-155 per the map recorded in Book 10 of Tract Maps at Page 2 through 2D inclusive in the Office of the County Recorder, County of Mono, State of California, said strip being located 16 feet northwesterly from and parallel to, measured a right angles, the following described line:

COMMENCING at the most westerly property corner common of Line Adjustment Parcel 2 and Lot Line Adjustment Parcel 1 of Lot Line Adjustment 03-06 per the Certificate of Compliance recorded as Instrument No. 2003011728 of Official Records, in the Office of said County Recorder, said corner also being the beginning point of a tangent curve, concave westerly and having a radius of 130.00 feet, a radial bearing to said beginning point bears South 89°42'35" East;
THENCE southerly along said curve and the easterly line of said Ranch Road, through a central angle of 56°21'33", an arc length of 127.87 feet to the intersection point with the east line of said Tract No. 36-155 and the TRUE POINT OF BEGINNING;
THENCE continuing along said curve and the southerly line of said Lot B, through a central angle of 18°09'25", an arc length of 41.20 feet to the beginning point of a tangent reverse curve, concave southeasterly and having a radius of 270.00 feet;
THENCE southwesterly along said reverse curve and southerly line of said Lot B through a central angle of 22°19'25", an arc length of 105.20 feet and said line there terminating.

SAID strip to be bounded at the southwest by the radial line through said point of termination being North 37°30'57" West and bounded at the northeast by the east line of said Tract No. 36-155.

CONTAINING 2,438 square feet of land, more or less.
The bearings as shown on said Lot Line Adjustment 03-06 was used as the Basis of Bearings for the preparation of this legal description.



Legal Description Prepared
Under the Supervision of:

John R. Williams, P.L.S. 8441

LEGAL DESCRIPTION
Well Access Easement Over Lot B
Tract No. 36-155

BEING an easement over a portion of Lot B of Tract No. 36-155 per the map recorded in Book 10 of Tract Maps at Page 2 through 2D inclusive in the Office of the County Recorder, County of Mono, State of California, and said portion also being more particularly described as follows:

COMMENCING at the most westerly property corner common to said Lot Line Adjustment Parcel 2 and Lot Line Adjustment Parcel 1 of said Lot Line Adjustment 03-06 per Certificate of Compliance recorded as Instrument No. 2003011728 of Official Records in the Office of said County Recorder, said corner also being the beginning point of a tangent curve, concave westerly and having a radius of 130.00 feet, a radial bearing to said beginning point bears South 89°42'35" East;

THENCE southerly along said curve and the easterly line of said Ranch Road, through a central angle of 56°21'33", an arc length of 127.87 feet to the intersection with the east line of said Tract No. 36-155 and the TRUE POINT OF BEGINNING;

THENCE continuing along said curve and the southerly line of said Lot B, through a central angle of 18°09'23", an arc length of 41.20 feet to the beginning point of a tangent reverse curve, concave southeasterly and having a radius of 270.00 feet;

THENCE southwesterly along said reverse curve and southerly line of said Lot B, through a central angle of 34°25'08", arc length of 162.20 feet to the ending point of said curve;

THENCE northwesterly along a radial line from said ending point North 49°36'42" West, 60.00 feet to the northwesterly line of Woodcrest Trail as shown said Tract Map No. 36-155;

Thence northeasterly along the northwesterly line of said Woodcrest Trail North 40°23'18" East, 20.57 feet to the beginning point of a tangent curve concave westerly and having a radius of 20.00 feet;

THENCE northerly and westerly along said curve through a central angle of 114°27'56", an arc length of 39.96 feet to the beginning point of a tangent reverse curve, concave northerly and having a radius of 330.00 feet said point being along the southerly line of said Ranch Road;

THENCE northwesterly along said reverse curve and said Ranch Road through a central angle of 3°28'33", an arc length of 20.02 feet to a point on said curve;

THENCE northerly along a radial line from said point, North 19°23'55" East, 60.00 feet to a point on the northerly line of Ranch Road and the beginning point of a non-tangent curve having a radius of 270.00 feet, a radial bearing to said beginning point bears South 19°23'55" West;

THENCE easterly along said curve and easterly line of said Ranch Road through a central angle of 34°35'27", an arc length of 163.01 feet to the beginning point of a tangent compound curve having a radius of 70.00 feet;

THENCE northerly along said compound curve and westerly line of said Ranch Road through a central angle of $74^{\circ}31'06''$, an arc length of 91.04 feet;
THENCE northerly along the west line of said Ranch Road North $0^{\circ}17'25''$ East, 94.71 feet to the northeast corner of said Tract No. 36-155;
THENCE southerly along the easterly line of said Tract 36-155 South $3^{\circ}59'40''$ East, 20.30 feet to an angle point in said east line;
THENCE continuing southerly along said east line South $0^{\circ}08'01''$ West, 182.69 feet to the TRUE POINT OF BEGINNING.

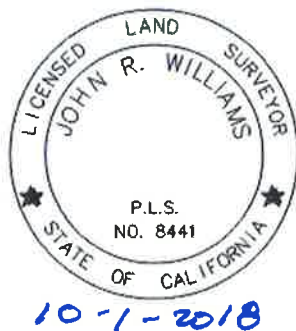
EXCEPT THEREFROM a 16 foot wide strip of land over a portion of said Lot B, said strip being located 16 feet northwesterly from and parallel to, measured a right angles, to the following described line:

BEGINNING at the point as described herein as the TRUE POINT OF BEGINNING;
THENCE southerly along said curve and the easterly line of said Ranch Road, through a central angle of $56^{\circ}21'33''$, an arc length of 127.87 feet to the intersection point with the east line of said Tract No. 36-155 and the TRUE POINT OF BEGINNING, a radial line to said point bears South $33^{\circ}20'59''$ East;
THENCE southerly along said 130.00 foot curve and southerly line of said Lot B, through a central angle of $18^{\circ}09'25''$, an arc length of 41.20 feet to the beginning point of a tangent reverse curve, concave southeasterly and having a radius of 270.00 feet;
THENCE southwesterly along said reverse curve and southerly line of said Lot B through a central angle of $22^{\circ}19'25''$, an arc length of 105.20 feet and said line there terminating.

SAID strip to be bounded at the southwest by the radial line through said point of termination being North $37^{\circ}30'57''$ West and bounded at the northeast by the east line of said Tract No. 36-155.

CONTAINING 17,520 square feet of land, more or less.

The bearings as shown on said Lot Line Adjustment 03-06 was used as the Basis of Bearings for the preparation of this legal description.



Legal Description Prepared
Under the Supervision of:



John R. Williams, P.L.S. 8441

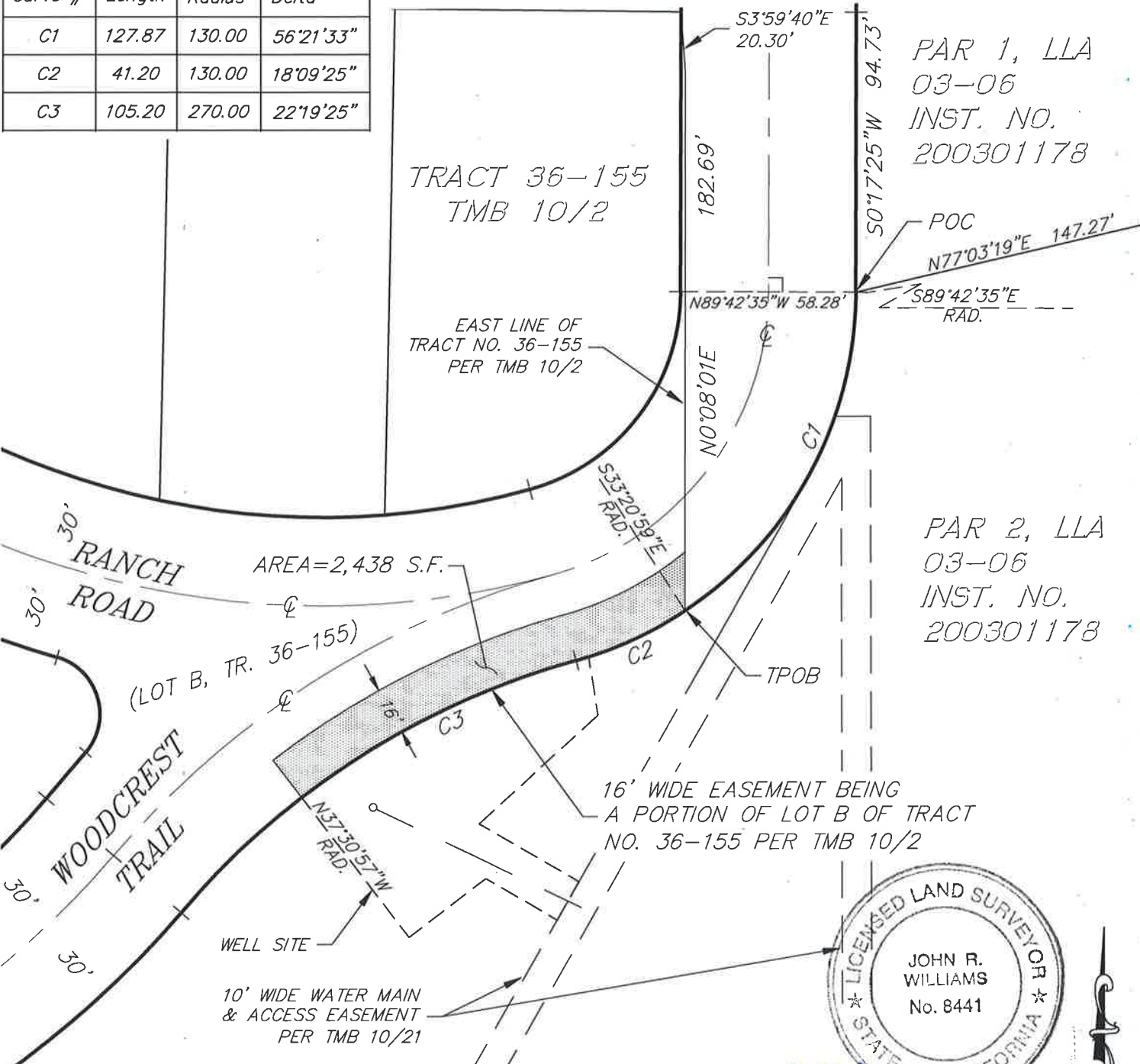
EXHIBIT C

PLAT MAP OF THE EASEMENTS

EXHIBIT C - PLAT MAPS

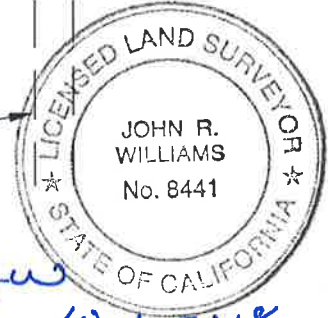
**16' WIDE EASEMENT OVER A PORTION OF LOT B,
TRACT NO. 36-155**

Curve Table			
Curve #	Length	Radius	Delta
C1	127.87	130.00	56°21'33"
C2	41.20	130.00	18°09'25"
C3	105.20	270.00	22°19'25"



PAR 1, LLA
03-06
INST. NO.
200301178

PAR 2, LLA
03-06
INST. NO.
200301178



PAR 2, LLA 03-06
INST. NO. 200301178

TPOB = TRUE POINT OF BEGINNING
POC = POINT ON COMMENCEMENT



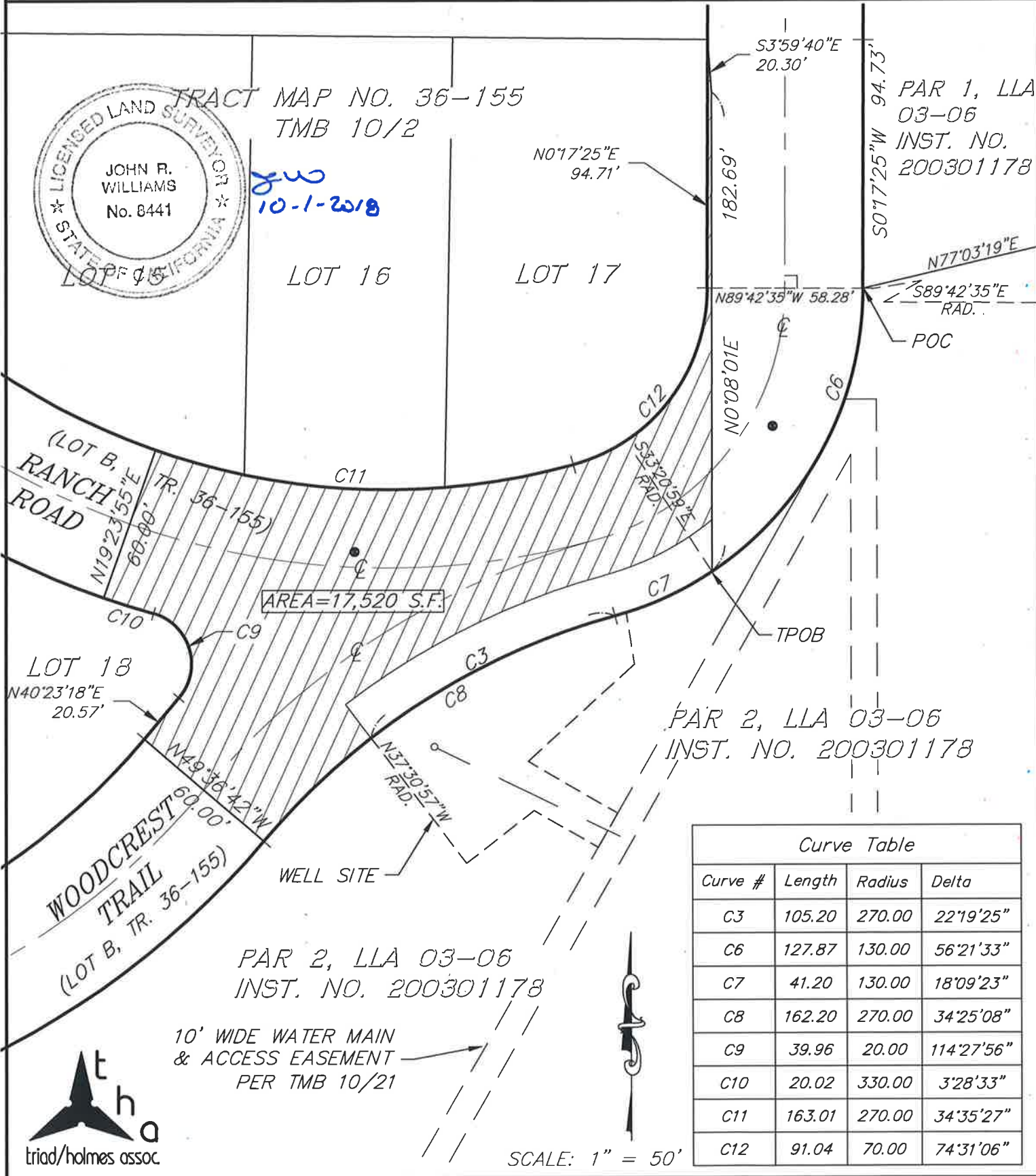
SCALE: 1" = 50'

WELL ACCESS EASEMENT OVER
A PORTION OF LOT B, TRACT NO. 36-155



TRACT MAP NO. 36-155
TMB 10/2

juw
10-1-2018



Curve Table			
Curve #	Length	Radius	Delta
C3	105.20	270.00	22°19'25"
C6	127.87	130.00	56°21'33"
C7	41.20	130.00	18°09'23"
C8	162.20	270.00	34°25'08"
C9	39.96	20.00	114°27'56"
C10	20.02	330.00	3°28'33"
C11	163.01	270.00	34°35'27"
C12	91.04	70.00	74°31'06"

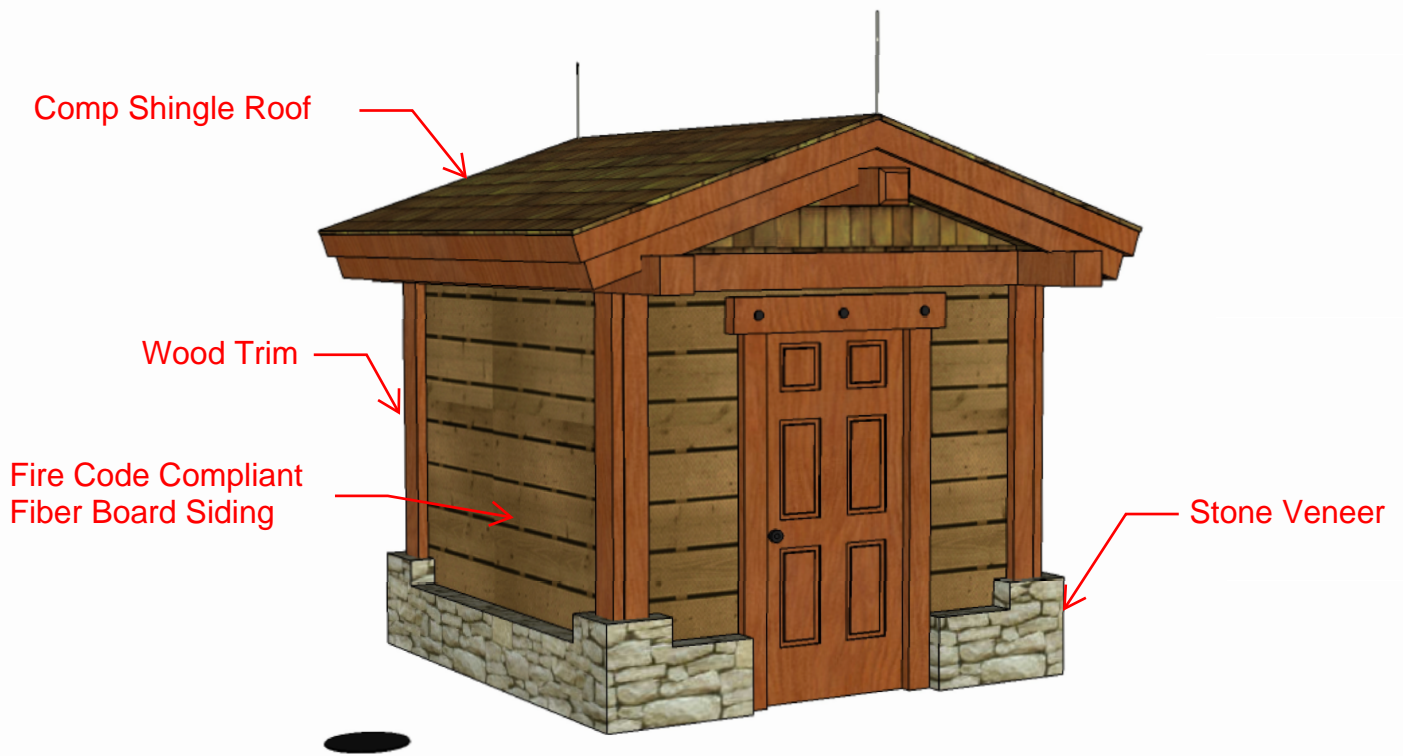
PAR 2, LLA 03-06
INST. NO. 200301178

10' WIDE WATER MAIN
& ACCESS EASEMENT
PER TMB 10/21



SCALE: 1" = 50'

EXHIBIT B
WELL EQUIPMENT BUILDING DESIGN



Equipment Storage Building,
9 ft. x 9 ft. x 12 ft. high
exterior dimensions.

NOTES:

- LANDSCAPING HAS BEEN PLANNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF MAMMOTH LAKES WATER EFFICIENT LANDSCAPE ORDINANCE AND DESIGN GUIDELINES.
- ALL LANDSCAPING SHALL BE IRRIGATED BY AN AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM WITH AREAS OF LIKE WATER USAGE HYDROZONED FOR MAXIMUM EFFICIENCY.
- ALL LANDSCAPE AREAS, OTHER THAN THOSE HYDROSEEDDED, SHALL RECEIVE A 3-LAYER OF BARK MULCH.
- PERCENTAGE OF NEW LANDSCAPE DEVOTED TO TURF • 0%
- NEW LANDSCAPE DEVOTED TO DROUGHT TOLERANT OR INDIGENOUS PLANTINGS • 100% (approx.)

LANDSCAPING IN THE BERM ALONG THE ROAD SHOULD INCLUDE CONIFEROUS PLANTS SUCH AS MUGO PINES FOR YEAR ROUND SCREENING AND THERE WILL BE NO ASPEN TREES

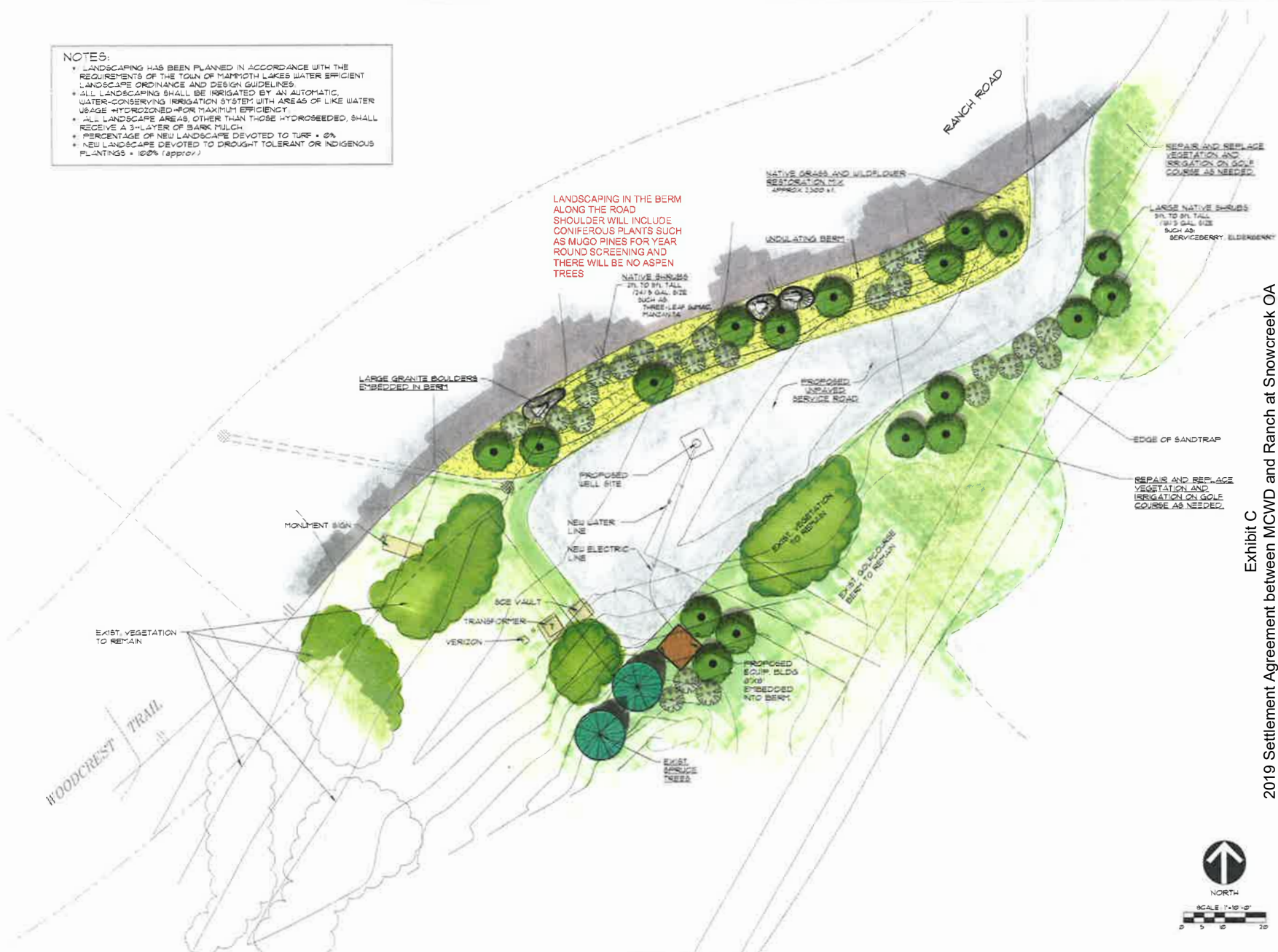


Exhibit C
2019 Settlement Agreement between MCWD and Ranch at Snowcreek OA

DRAWING NO. 9	TITLE CONCEPTUAL REVEGETATION PLAN		<p>McPROUD & ASSOCIATES LANDSCAPE ARCHITECTURE 10000 W. STATE ST. SUITE 100 MAMMOTH LAKES, CA 93245</p>
	SCALE 1" = 10' - 0"	DATE 9-18-17	
RANCH ROAD WELL SITE MAMMOTH COMMUNITY WATER DISTRICT TOWN OF MAMMOTH LAKES MONO COUNTY, CALIFORNIA			