



**PLUMAS LAKE GOLF COURSE**  
**Request for Offers to Purchase**

**Minimum Offer \$1,800,000**



**Offers are due no later than 4pm on October 16, 2020**

**Only offers meeting the qualifications and adhering to the procedures set forth herein shall be considered. The responsibility for submitting an offer on or before the stated time and date will be solely and strictly the responsibility of the Offeror. The City will in no way be responsible for delays caused by the United States mail delivery service or caused by any other occurrence.**

**DEFINITIONS:**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words “Buyer” or “Grantee” to mean the offeror that receives any award of an Offer from the City as a result of this Solicitation.
- b) The word “City” to mean City of Marysville, State of California.
- c) The words “Department” or “MCDD” shall mean the Marysville Community Development Department.
- d) The words “Proposer”, “Submitter”, “Offeror” or “Respondent” to mean the person, firm, entity or organization submitting a response to this invitation for Offers.
- e) The words “Solicitation” or “Offer Request” shall mean this Invitation to Offer (ITB), and all associated addenda and attachments.

**THE PROPERTY:**

The City of Marysville is offering the Plumas Lake Golf Course (herein after referred to as the “PROPERTY”) for sale to the public. The PROPERTY is and has historically been a golf course and is further known as the “Plumas Lake Golf & Country Club”. The PROPERTY is improved as an 18-hole golf course with an associated club house, retail sales building/pro shop and related ancillary structures.

The PROPERTY is located north of the Urban Unincorporated Community of Plumas Lake at the terminus of Country Club Road approximately 5,000 feet east of its intersection with Feather River Boulevard. The PROPERTY is surrounded by agricultural uses with some dwellings clumped along the north and south boundaries of the PROPERTY. This sale represents a unique opportunity to acquire, own and potentially operate a fully developed golf course within minutes of several urban communities, including Sacramento, Roseville, Marysville and Yuba City and less than two hours from the San Francisco Bay Area.

The PROPERTY also includes all operational assets and inventory (2019 Federal Depreciation Schedule Attached) of the Plumas Lakes Golf & Country Club, a California Corporation, a tenant of the City of Marysville. At the Closing and subject to the terms and conditions of the Purchase and Sale Agreement, Plumas Lake Golf & Country Club shall, transfer, convey, assign and deliver to Buyer, all rights, title, and interest in and to all assets of the Plumas Lake Golf & Country Club.

The PROPERTY has a Class 47 Liquor License that shall be sold separate from the offer for sale (as required by State Law). The Plumas Lake Golf and Country Club has committed to transfer the license as directed by the City. The City will direct transfer of the license to the buyer. Transfer is subject to a separate escrow and the buyer will be required to satisfy State of California requirements.

**Plumas Lake Golf Course  
Invitation to Offer**



**PROPERTY DATA\***

**Assessor's Parcel Number** 014-380-016

**Ownership** City of Marysville

**Site Area** 132.63± acres per the Assessor's Parcel map

**Structures** The PROPERTY is improved with a club house, pro shop, multiple ancillary buildings and the golf course. The club house is single story in design and totals +7,762 square feet and the bar, restaurant and bandit room have been recently painted. The club house improvements include a kitchen area, restrooms, offices, main seating area, etc. Known issues with the club house are: 1) New sprinklers are needed throughout the club house, especially the banquet hall, estimated to cost \$80K (according to a 2017 cost estimate); 2) The air conditioner in the restaurant/bar area is very old and may need to be replaced in the near future.

Designated paved parking is located immediately adjacent to the club house improvements with additional gravel parking areas located further to the west. All septic tanks have been pumped on May 29, 2020.

Located just to the northeast of the main club house is a retail sales building (pro shop) that totals an estimated +3,500 square feet (building plans were not provided for this structure. The building area was estimated based upon aerials).

Multiple metal structures are also present that are used for storage/maintenance. The total building area associated with these ancillary structures is estimated to be approximately +22,000 square feet.

Although specific dates of construction for each of the building improvements was not provided, based upon visual observations of the structures, it appears as though the clubhouse and retail shop were built in the early 2000's. The remaining ancillary structures appear to be relatively more dated.

**Water/Sewer** The PROPERTY is served by four wells (three for irrigation and one for domestic use). The PROPERTY has septic system.

**Zoning** Per Yuba County, the PROPERTY is zoned is SP – Specific Plan District (Yuba County).



**General Plan Designation** VN, Valley Neighborhood. This is a mixed-use land designation that allows a wide variety of residential, commercial, public and quasi-public, open space uses. The intent is to provide for the full range of housing types, commercial and public services, retail, offices, civic uses, recreational amenities, and other components of a complete neighborhood in valley portions of the County. Allowable uses include residential, commercial public and quasi-public and open space.

Residential uses include detached and attached single family residences, small-lot family homes, second units, apartments, condominiums, and other types of housing in single-use and mixed-use formats. Allowable density for residential is between 3 and 40 units per gross acre.

**Flood Information** The majority of the PROPERTY is located in Flood Zone X (shaded) which are areas of 0.2% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. The other portion of the PROPERTY is located in Flood Zone A (no based flood elevations determined) which is located in a special flood hazard area subject to inundation by the 1% annual chance flood. The 1% annual chance flood (100-year flood), is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the subject to flooding by the 1% annual chance flood. Information obtained from FEMA Map Number 06115C 0420D dated February 18, 2011. The following map is presented showing the areas delineated in Flood Zone X (Shaded) in yellow, and Flood Zone A, in pink:



**Seismic Information** The subject PROPERTY is not within a Fault-Rupture Hazard Zone (formerly an Alquist-Priolo Special Studies Zone), according to Special Publication 42, "Fault-Rupture Hazard Zones in California," published by the California Department of Conservation, Division of Mines and Geology, revised 2007. No active faults are located on or in the proximity of the PROPERTY. However, strong earthquakes generated along any of the active California faults may affect the site depending on the characteristics of the earthquake and the location of the epicenter. In general, the effects should be confined to shaking and/or acceleration (shock waves) and potential damage to structures should be minimized by employing adequate design and construction procedures.

Because Yuba County, and most of the State of California, is a seismically active region, the potential for earthquake-induced hazards must be acknowledged. However, the history of past earthquake activity does not indicate that the Plumas Lake area is a particularly hazardous area. Current engineering design and construction practices, such as the Uniform Building Code, provide opportunity to reduce earthquake related hazards.

**Toxic Hazards Information** A Phase I assessment for the subject PROPERTY has not been conducted; however, this is not a listed site on the states toxic sites list and the City has no knowledge of any toxic hazards on the PROPERTY.

**Wetlands** No studies provided, and none known to exist.

\* The PROPERTY information in this Offer Solicitation is believed to be correct but is not warranted in any manner. Offer's should verify factual items they deem relevant prior to Offering.

#### **OFFER TIMETABLE:**

The anticipated schedule for this Offer is as follows:

August 28, 2020	Offer Request available for distribution and public notice in the Appeal Democrat and Territorial Dispatch
September 18, 2020	Two hour on-site pre-offer meeting
September 25, 2020	Deadline for receipt of questions
October 2, 2020	Answers to all questions responded to all interested parties via email
October 16, 2020	Deadline for receipt of Offer at 4:00 PM (Local Time) 526 Street (City Hall) Marysville CA, 95901
October 20, 2020	City Council Offer opening in closed session at 6 PM (Local Time)
Nov 4, 2020	Closing Date at 4 PM (Local Time)

#### **OFFER SUBMISSION:**

All Offers must be submitted, on the attached Offer Form and with a completed and signed Purchase and Sale Agreement. The Offer for the PROPERTY must be in a sealed envelope, which should also contain the Offer deposit and state on the outside the name, address, telephone number of the Offeror. Please deliver the sealed envelope to:

City of Marysville  
Attn: Nicole Moe, City Clerk  
526 C Street  
Marysville CA, 95901

Hand-carried Offers may be delivered to the above address ONLY between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the City. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Offer must be signed by the Offeror, or a party who is legally authorized to submit the Offer and must have attached the completed forms as specified herein. The submittal of an Offer by an Offeror will be considered by the City as constituting an offer by the Offeror to purchase the PROPERTY specified at the price stated on the Offer Form.

**PRE-OFFER CONFERENCE:**

A pre-Offer conference has been scheduled from 10AM-Noon on September 18, 2020. The conference will take place at the Plumas Lake Golf Course Clubhouse located at 1551 Country Club Road, Olivehurst California 95961. Attendance is recommended but not mandatory. Offeror's are requested to inform the MCDD if they will be participating in the Pre-Offer Conference and number of persons expected to attend, no later than 24 hours before the scheduled date. Notification of attendees should be provided by e-mail to Ellen Culver at [eculver@marysvile.ca.us](mailto:eculver@marysvile.ca.us). Offeror's are encouraged to submit any questions in writing in advance of the pre-Offer conference. COVID protocols will be in effect at the preconference meeting.

**EXAMINATION OF PROPERTY:**

Potential Offerors may arrange for contractors, consultants, architects and others they deem necessary to inspect the PROPERTY. Offeror's are inspecting the PROPERTY at their own risk, and they are fully responsible and liable for their personnel, investors, inspectors, guests and invitees of all types while at the PROPERTY. Offeror's agree to accept this liability at all times during any PROPERTY inspection. Inspections are recommended but not mandatory. PROPERTY files are also available for inspection. An appointment to view PROPERTY files must be made in writing. Offeror's shall be respectful of game play and not disturb the City's tenant or their employees. Unreasonable demands for access or disturbance of game play may result in the Offeror being deemed ineligible by the City.

**ADDITIONAL INFORMATION/ADDENDA:**

Questions or clarifications must be made in writing or e-mail and received no later than the deadline for receipt of questions specified in the Offer Timetable. E-mail correspondence should be sent to Ellen Culver, Administrative Assistant at: [eculver@marysvile.ca.us](mailto:eculver@marysvile.ca.us). Mailed correspondence should be sent to:

The City of Marysville  
Community Development Department  
Attn: Ellen Culver  
526 C Street  
Marysville CA, 95901

The request must contain the Offeror's name, address, phone number, e-mail and/or facsimile number, plus the desired method of reply.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the offered due date. Offeror should not rely on any representations, statements or explanations but rather should rely upon their own investigation. The property is sold as-is, where-is and with all faults.

It is the Offeror's responsibility to assure receipt of all addenda. The Offeror should verify with the MCDD prior to submitting an Offer that all addenda have been received. Offeror's are required to acknowledge the number of addenda received as part of their Offer or waive this requirement as part of their Offer.

Proposers who obtain copies of this Offer Solicitation from sources other than the City of Marysville, risk the potential of not receiving addenda, since their names will not be included on the Offeror List for that particular Offer. Such Offeror's are solely responsible for those risks.

#### **OFFER GUARANTEE DEPOSIT:**

Each Offer shall be accompanied by a Deposit in the form of a Certified, Cashier's, Treasurer's check, or Bank Draft of any State or National Bank, payable to **City of Marysville**, in the amount of \$180,000, as a guarantee that the successful Offeror will pay the balance of the purchase price to City of Marysville. The Deposits will be held by the City until 10 days after the successful Offeror has been selected. After which the Deposits of all the unsuccessful Offeror's will be returned. If the successful Offeror fails to complete its purchase by the closing date deadline, its Deposit will be forfeited to the City as liquidated damages to compensate the City for the delay and administrative services involved in obtaining the successful Offeror.

#### **MODIFIED OFFERS:**

An Offeror may submit a modified Offer to replace all or any portion of a previously submitted Offer up until the Offer Due Date. Only the latest version of the Offer will be considered.

#### **WITHDRAWAL OF OFFERS:**

Offers shall be irrevocable until the Marysville City Council has selected an offer or has withdrawn the property from consideration. An Offer may be withdrawn in writing only, if addressed to and received by the Marysville City Clerk for this Offer, prior to the Offer Due Date. Any request to withdraw an Offer must be mailed "CERTIFIED MAIL". After the Offer Opening, Offers may be withdrawn only if closing has not occurred within 90 days of Offer Opening and Offeror is not in default.

#### **LATE OFFERS, LATE MODIFICATIONS AND LATE WITHDRAWALS:**

Proposals received after the Offer Due Date are late and will not be considered. Modifications received after the Offer Due Date are also late and will not be considered. Letters of withdrawal received either after the Offer Due Date or after contract award, whichever is applicable, are late and will not be considered.

**OFFER POSTPONEMENT/CANCELLATION:**

The City may, at its sole and absolute discretion, reject any Offers. The City may re-advertise this Offer; postpone or cancel, at any time, this Offer process; or waive any irregularities in this Offer or in the proposals received as a result of this Offer.

**COSTS INCURRED BY OFFEROR'S:**

All expenses involved with the preparation and submission of Offers to the City, or any work performed in connection therewith, shall be borne by the Offeror(s). No rights of ownership will be conferred until title of the PROPERTY is transferred to the successful Offeror. All fees for copying and reproduction services for items listed herein are nonrefundable.

**BUSINESS ENTITY REGISTRATION:**

It is the responsibility of the Offeror to update information concerning any changes, such as new address, telephone number, etc.

**ORAL PRESENTATIONS:**

The City does not anticipate that oral presentations will be required of Offeror's.

**EXCEPTION TO THE OFFER:**

Offeror's may not take exceptions to any of the terms of this Offer. Should an Offeror take exception, the Offer will be rejected as non-responsive.

**PROPRIETARY/CONFIDENTIAL INFORMATION:**

Offeror's are hereby notified that all information submitted as part of Offers will be available for public inspection after opening of Offers, in compliance with California "Public Records Law."

**OFFER RANKING/AWARD:**

The City shall consider all offers and base an award off of several factors that include, but are not limited to, the highest responsive Offer received and intended use of the property. The City reserves the right to accept or reject any or all offers.

**PLANS AND OTHER PROPERTY RECORDS:**

No survey is available for the PROPERTY. Interested parties can review all available PROPERTY records, by appointment.



**RECAP OF OFFER SUBMISSION REQUIREMENTS:**

The following is a recap of the minimum Offer submission requirements. Other items may be required, depending on circumstances, as explained in this solicitation a. Offer Submission Envelope, b. Offer Form, c. Offer Deposit, d. Purchase and Sale Agreement with attachments.

**OFFER AMOUNTS:**

The PROPERTY will not be sold for less than the minimum Offer during this auction. All offers shall be for the entire PROPERTY. The City reserves the right to reject all Offers and re-advertise for new Offers.

**OFFER TERMS:**

1. Offers must be received in the form specified, and with the deposit specified.
2. All sales are as-is, and no financing terms are offered.
3. Offerors shall submit a fully executed Purchase and Sale Agreement for the PROPERTY in the form and format set forth in this solicitation which shall constitute the entire agreement between the parties.
4. Offeror's should investigate all matters prior to submitting Offers, physical condition of the PROPERTY, building code regulations and all other matters of concern to Offeror's.
5. The sale is only for the PROPERTY and structures located thereon.
6. Conveyance to the successful Offeror shall be in the name submitted in the Offer. Offers may not be assigned. The purchaser shall pay all documentary and surtaxes, and all recording fees.

**REAL ESTATE BROKERS:**

The City shall not employ or compensate real estate brokers. Offeror's may employ and compensate brokers.

**TITLE:**

A Deed will be issued at closing as described in the attached Purchase and Sale Agreement. All deeds of conveyance by the City shall convey only the interest of the City in the PROPERTY covered thereby and shall not be deemed to warrant the title or to represent any state of facts concerning the same. Potential Offeror's are encouraged to conduct their own due diligence prior to submitting an Offer.

**CLOSING:**

Closing will be done by exchanging a Deed as described in the attached Purchase and Sale Agreement for the balance of the purchase price. The closing shall take place in City Hall, Marysville California or at a location agreed to by the City and the successful Offeror. If the Offeror is obtaining mortgage financing, the City will cooperate with the intended mortgagee as to the timing and location of the closing. However, the sale is not subject to the successful Offeror obtaining financing.

**EVALUATION AND AWARD OF OFFERS:**

**Plumas Lake Golf Course  
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Following the opening of the Offer packages, the Offers will be recorded and reviewed for compliance with the Offer terms. Any minor deviation from the Offer terms may be waived by the City Council. The City Council may accept or reject any and all Offer's. Award of property is discretionary and at the pleasure of the Marysville City Council.

**Offer Form**



Plumas Lake Golf Course Invitation to Offer

APN 014-380-016-000

Offeror (fill in exact name for deed): \_\_\_\_\_

Address of Offeror (for mail) \_\_\_\_\_

(City, State, Zip code) \_\_\_\_\_

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OFFER AMOUNT: \$\_\_\_\_\_ (must be \$1,800,000 or more)

DEPOSIT WITH OFFER: \$\_\_\_\_\_

Deposits: 10% of Offer amount in the form of Cashier's check or certified check, payable to City of Marysville. Attach to this form.

☐ Check here if you intend to continue to use the PROPERTY as a golf course.

SIGNATURE OF OFFEROR (required)\_\_\_\_\_

Print name and title of person signing above\_\_\_\_\_

Quitclaim Deed will be in the exact name as submitted, if this Offer is accepted. The balance of the Offer amount (Offer amount less deposits) will be paid at closing. Offeror acknowledges acceptance of all terms and conditions stated in Invitation to Offer.

**PURCHASE AND SALE AGREEMENT**  
**BASIC TERMS**

**Seller:** City of Marysville, a municipal corporation and charter city under the laws of the State of California

**Notice Address:**  
City of Marysville  
526 C Street  
Marysville, CA 95901

**Copy to:**  
Rich, Fuidge, Bordsen & Galyean, Inc.  
1129 D Street, Drawer A  
Marysville, CA 95901  
Attention: Brant Bordsen, City  
Attorney

**Buyer:** \_\_\_\_\_

**Notice Address:**

**Copy to:**

**Title and Escrow Company:**

\_\_\_\_\_

**Notice Address:**

**Purchase Price:** \$ \_\_\_\_\_

**Deposit:** \$180,000.00

**Closing Date:** No later than sixty (60) days after the Effective Date (as defined below), or such earlier or later date as mutually agreed upon by Buyer and Seller in writing.

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated for reference as of April\_\_, 2020, is made and entered into by and between Buyer and Seller to be effective on the latest date of execution shown on the signature page hereto (the “**Effective Date**”).

### **RECITALS**

A. Seller is the owner of the approximately 136 acres located at 1551 Country Club Blvd., Plumas Lake, California and currently referred to as “Plumas Lake Golf and Country Club” (the “Property”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions set forth herein.

C. Seller desires that the Property continue to operate as a golf course. Given the current market situation, Seller has given Buyer the option to purchase the Property with a fee simple quitclaim deed, or a restrictive deed requiring the Buyer to continue operating the Property as a golf course. The Buyer has selected: ☐ Quitclaim Deed (Exhibit “B”)  
☐ Grant Deed with Condition (Exhibit “C”)

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Incorporation of Recitals and Basic Terms. The above Recitals constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of same. The terms set forth above in the Recitals and basic terms are hereby incorporated.

2. Purchase and Sale; Property Restrictions.

2.1 Agreement to Purchase and Sell. Upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property. As used herein, the “**Property**” means collectively, all right, title and interest of Seller in and to (a) the land described in Exhibit “A” attached hereto, (b) the building(s) and other permanent improvements and structures located upon the Land, if any (the “**Improvements**”; together with the Land and the Appurtenances, the “**Real Property**”).

3. Purchase Price.

3.1 Escrow Deposit. Within two (2) business days after the Effective Date, Buyer and Seller shall open an Escrow (as defined below) with Escrow Holder and Seller shall deliver to Escrow Holder the deposit of \$180,000 previously submitted by the Buyer to the Seller. The Deposit, together with all interest earned thereon while being held by Escrow Holder, shall collectively be referred to herein as the “**Escrow Deposit**”. The Escrow Deposit shall be immediately non-refundable to Buyer, except as expressly stated herein to the contrary. The Escrow Deposit shall be applied against the Purchase Price at Closing in accordance with the terms and provisions of this Agreement.

3.2 Closing Payment. The Purchase Price, as adjusted by the application of the Escrow Deposit and by the prorations and credits specified herein, shall be paid by wire transfer of immediately available federal funds through the Escrow as of the Closing (the amount to be paid under this Section being herein called the “**Closing Payment**”).

4. Contingencies and Conditions Precedent to Closing. The obligation of Buyer to acquire, and Seller to sell the Property as contemplated by this Agreement is subject to satisfaction of each of the following contingencies and conditions precedent (which may be waived in writing by the party in whose favor such condition exists) on or before the applicable date specified for satisfaction of the applicable condition. Subject to the terms and conditions set forth below, if any of such conditions is not fulfilled (or waived) pursuant to the terms of this Agreement, then this Agreement may be terminated by delivery of written notice by the party in whose favor such condition exists on or before the applicable date specified for such condition and, in connection with any such termination made in accordance with this section, Seller and Buyer shall be released from further obligation or liability hereunder (except for those obligations and liabilities which expressly survive such termination), and the Escrow Deposit (minus Escrow Holder's and the Title Company's cancellation fees) shall be returned to Buyer. The Closing shall constitute approval by each party of all matters to which such party has a right of approval and a waiver of all conditions precedent.

4.1 City Council Approval. As a condition precedent for Seller's benefit, any and all approvals required by the City of Marysville, including, without limitation, the Marysville City Council approval shall have been obtained for the consummation of the transactions contemplated herein.

4.2 Performance by Buyer. The performance and observance, in all material respects, by Buyer of all covenants in this Agreement to be performed or observed by Buyer prior to or on the Closing Date shall be a condition precedent to Seller's obligation to sell the Property pursuant to this Agreement. Additionally, as a condition to Seller's obligation to close, all of Buyer's representations and warranties stated herein shall be true and correct in all material respects as of the Closing Date.

5. Closing Procedure. The closing of the purchase and sale of the Property as contemplated by this Agreement (the "Closing") shall be effected through an escrow (the "Escrow") on or prior to the Closing Date. To fully effectuate this Agreement, Seller and Buyer agree to execute such separate or additional escrow instructions or other documents reasonably requested by Escrow Holder, the terms and conditions of same to be mutually agreed to by the parties hereto. This Agreement shall not be merged into any such separate or additional escrow instructions, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto and any such separate or additional escrow instructions shall expressly so provide.

5.1 Seller's Closing Deliveries. On or before the day that is one (1) business day prior to the Closing Date, Seller shall deliver to Escrow Holder the following: (a) one (1) duly executed and notarized original of the deed (the "Deed") in the form of Exhibit "B" or Exhibit "C", depending on buyers selection above, attached hereto, (b) one (1) closing statement ("Closing Statement") executed or initialed by Seller reflecting the Purchase Price and the adjustments and prorations required hereunder, (c) evidence reasonably satisfactory to the Title Company respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder, and (d) such additional documents as may be reasonably required by the Title Company or Buyer in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Seller in a manner not otherwise provided for herein).

5.2 Buyer's Closing Deliveries. On or before the day that is one (1) business day prior to the Closing Date, Buyer shall deliver to Escrow Holder the following: (a) the Closing Payment by wire transfer of immediately available federal funds (provided that Buyer shall have the right to deliver same on or before 10:00 a.m. Pacific Time on the morning of the Closing Date), (a) one (1) Closing Statement executed or initialed by Buyer, (b) evidence reasonably satisfactory to the Title Company respecting the due organization of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered hereunder, and (c) such additional documents as may be reasonably required by the Title Company or Seller in or to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Buyer in a manner not



otherwise provided for herein).

5.3 Escrow Holder's Actions. Upon receipt of the items described in Sections 5.1 and 5.2 above, Escrow Holder shall take the following actions: (a) wire the amount due Seller and Buyer under the Closing Statement in accordance with wiring instructions from Seller and Buyer respectively, (b) deliver the respective amounts due third parties under the Closing Statement in accordance with the respective instructions from such third parties, (c) record the Deed in the Official Records, (d) cause the Title Company to issue a CLTA standard owner's title insurance policy if desired by the Buyer (or ALTA extended coverage owner's title insurance policy if the requirements and conditions to same have been satisfied, provided such ALTA extended coverage shall not be a condition to Closing) in the standard form issued in the State of California for the Property, and which policy shall show title to the Real Property to be vested in Buyer (the "**Title Policy**"), and deliver the same to Buyer, (e) file all information returns required under Section 6045 of the Internal Revenue Code and take all other reporting actions as may be required in connection therewith.

5.4 Closing Costs. Seller shall pay one-half (1/2) of Escrow Holder's fees (except in the event of a default by Buyer, in which case Buyer shall be solely responsible for all Escrow charges). Buyer shall pay (i) the cost of the Title Policies to the extent such cost exceeds the cost of standard CLTA owner's policies of title insurance if Buyer desires title insurance, including extended coverage and policy endorsements, (ii) one-half (1/2) of Escrow Holder's fees (except in the event of a default by Seller, in which case Seller shall be solely responsible for all Escrow charges), (iii) the cost to record the Deed, (iv) any and all transfer taxes due or owing in connection with the conveyance of the Property from Seller to Buyer, and (v) all fees, costs or expenses in connection with any Buyer's inspections, including any new surveys of the Real Property or updates of existing surveys. Any other closing costs shall be allocated in accordance with local custom in Yuba County, California. Seller and Buyer shall pay their respective legal fees.

5.5 Expenses. Buyer shall be responsible for any and all expenses and taxes related to the Property from and after the Closing Date. This paragraph shall survive the Closing.

6. Casualty and Condemnation.

6.1 Casualty. If after the Effective Date, but prior to the Closing, the Real Property is damaged or destroyed by any casualty, Seller shall have no obligation to repair or restore any such damage or destruction and Buyer shall proceed with the consummation of the transaction contemplated by this Agreement without any reduction in the Purchase Price, and Seller shall assign its rights to insurance proceeds, if any, to Buyer (and in such event, Seller shall not compromise, settle or adjust any claims without Buyer's consent).

6.2 Waiver. To the maximum extent permitted by applicable law, Buyer waives any rights or remedies not set forth herein with respect to any right to terminate this Agreement in connection with any casualty.

7. Representations and Warranties.

7.1 Covenants, Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as of the Effective Date and the Closing Date that:

7.1.1 Authority; No Conflict. Buyer is duly organized and validly existing under the laws of the State of California, has full authority to enter into and perform this Agreement and the person or persons signing this Agreement and any documents executed pursuant hereto on Buyer's behalf have full power and authority to bind Buyer. The execution, delivery and performance of this Agreement do not, and the consummation of the transaction contemplated hereby will not, violate the organizational documents, or other agreements made by or binding upon, Buyer.

7.1.2 OFAC. (a) Buyer is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other executive orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”), and (b) neither Buyer, nor any beneficial owner of Buyer, is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”), (ii) a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. In the event Buyer obtains actual knowledge that Buyer or any of its beneficial owners becomes listed on the Lists, then (A) Buyer shall immediately notify Seller in writing, and (B) Buyer shall immediately remove such party from any interest in Buyer or Seller may, without limitation of its other remedies permitted hereunder, terminate this Agreement and be entitled to so much of the Escrow Deposit necessary to reimburse Seller for any and all costs incurred by Seller in connection with this Agreement, which amount Escrow Holder shall release to Seller upon demand therefor without the need for further instructions.

7.1.3 Bankruptcy. Buyer has not filed and has not been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

8. Energy Disclosures. Buyer acknowledges that the Real Property may be subject to Assembly Bill Nos. 1103 and 531, California Public Resources Code Section 25402.10 and similar laws pertaining to the energy efficiency and/or utility usage (the “**Energy Laws**”). Buyer waives, to the maximum extent allowed by applicable law, any and all obligations of Seller to deliver any information or other reporting under the Energy Laws whether such failure occurs prior to execution and delivery of this Agreement or prior to the Closing. This provision shall survive the Closing.

9. Natural Hazard Disclosure. As used herein, the term “**Act**” shall mean the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136, and any successor statutes or laws. Buyer hereby acknowledges and agrees that (a) Seller has retained, or shall retain, the services of a third party company to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations with respect to the Act and to prepare the written report of the result of its examination (the “**Report**”), (b) Seller shall provide, Buyer with a natural hazard disclosure statement (the “**Disclosure Statement**”) in a form required by the Act, (c) the Report fully and completely discharges Seller from its disclosure obligations under the Act and under California Civil Code Sections 1102 through 1102.17 and all other laws, (d) the matters set forth in the Disclosure Statement or Report may change on or prior to the Closing and that Seller has no obligation to update, modify or supplement the Disclosure Statement or Report, and (e) Seller shall have no right to terminate this Agreement based upon the matters contained in the Report and/or the Disclosure Statement.

10. AS-IS; RELEASE. AS AN ESSENTIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, AND AS PART OF THE DETERMINATION OF THE PURCHASE PRICE, BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES AS OF THE EFFECTIVE DATE AND AS OF THE CLOSING TO THE PROVISIONS SET FORTH BELOW.

10.1 AS-IS, WHERE-IS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 7.1 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT (A) THE SALE OF THE

PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITH BUYER ASSUMING THE PROPERTY IN SUCH CONDITION AND AGREEING THAT SELLER SHALL NOT HAVE ANY RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY (OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE REPAIR OF ANY PORTION OF THE PROPERTY AND/OR FOR THE CONSTRUCTION OF ANY IMPROVEMENTS), (B) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY OR THE CONSTRUCTION OF ANY IMPROVEMENTS), (C) BUYER HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE REAL PROPERTY AND TITLE TO THE PROPERTY), (D) BUYER IS A SOPHISTICATED BUYER AND ACKNOWLEDGES THAT TO THE FULLEST EXTENT AT LAW, SELLER SHALL NOT BE RESPONSIBLE FOR ANY MATTERS AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REMEDIATION OF ANY HAZARDOUS MATERIALS OR CONSTRUCTION OF ANY IMPROVEMENTS OR OTHERWISE WITH RESPECT TO THE PROPERTY, AND (E) ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR BUYER'S CONVENIENCE AND SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE SAME. AS USED HEREIN, "**HAZARDOUS MATERIALS**" MEANS ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE OR MATERIAL, POLLUTANT OR CONTAMINANT, AS DEFINED FOR PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. SECTION 9601 ET SEQ.), AS AMENDED, OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTION 6901 ET SEQ.), AS AMENDED, OR ANY OTHER LAWS, OR ANY SUBSTANCE WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS, OR ANY SUBSTANCE WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, POLYCHLORINATED BIPHENYLS (PCBS), OR RADON GAS, UREA FORMALDEHYDE, ASBESTOS OR LEAD.

10.2 RELEASE. AS A MATERIAL PART OF THE CONSIDERATION TO SELLER FOR THE SALE OF THE PROPERTY, AS OF THE CLOSING, BUYER WAIVES, RELEASES, AND ACQUITS AND SHALL DEFEND SELLER AND SELLER'S COUNCILS, BOARDS, COMMISSIONS, PARTNERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND THEIR RESPECTIVE COUNCILS, BOARDS, COMMISSIONS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS AND ATTORNEYS (COLLECTIVELY "**SELLER'S PARTIES**") FROM ANY AND ALL LOSSES, COSTS, CLAIMS, LIABILITIES, EXPENSES, CAUSES OF ACTION, DEMANDS, FEES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OBLIGATIONS (COLLECTIVELY, "**CLAIMS**"), WHETHER OR NOT LATENT, KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN AND WHETHER OR NOT NOW ACCRUED, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO, OR CLAIM FOR, CONTRIBUTIONS OR INDEMNITY THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE RELATED TO (IN ANY WAY) (A) ANY PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY OR THE CONSTRUCTION OF ANY IMPROVEMENTS), (B) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE MATERIAL

PROVIDED BY SELLER OR SELLER'S PARTIES, (C) ANY DEFECT, INACCURACY OR INADEQUACY IN TITLE OF THE PROPERTY OR THE CONSTRUCTION OF ANY IMPROVEMENTS, AND (D) THE PROPERTY OR THE USE OR OPERATION THEREOF. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT (I) BUYER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM, OR IN ADDITION TO, THOSE NOW OR AS OF THE CLOSING KNOWN OR BELIEVED TO BE TRUE REGARDING THE PROPERTY AND/OR MATERIAL PROVIDED BY SELLER OR SELLER'S PARTIES, AND SELLER SHALL HAVE NO LIABILITY IN CONNECTION THEREWITH (BUYER HEREBY BEING SOLELY RESPONSIBLE FOR THE SAME), AND (II) BUYER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE SELLER AND SELLER'S PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION, AS OF THE CLOSING, BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BUYER HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, BUYER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION.

\_\_\_\_\_ BUYER'S INITIALS

10.3 Indemnity. Buyer agrees to defend (with counsel of Seller's choice), hold harmless and indemnify Seller and all Seller's Parties from and against any and all Claims which relate to, are connected with or in any manner arising: (a) out of the incorrectness of any representation or warranty of Buyer set forth in this Agreement, or (b) out of Buyer's default under this Agreement during the term of this Agreement. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by Seller against Buyer under this indemnity.

10.4 Survival. This Section 10 shall survive the termination of this Agreement and the Closing.

11. Default; Remedies.

11.1 Default by Seller. In the event the Closing fails to occur due to a default by Seller hereunder (and provided that all conditions precedent to Seller's obligations have been satisfied), Buyer's sole and exclusive remedy shall be to terminate this Agreement and obtain the return of the Escrow Deposit. Buyer waives its right to bring any action for damages against Seller. This provision shall survive the termination of this Agreement.

11.2 Default by Buyer. In the event the Closing fails to occur due to a default by Buyer hereunder (and provided that all conditions precedent to Buyer's obligations have been satisfied or waived), Seller's sole and exclusive remedy shall be to either (a) terminate this Agreement and commence an action for actual damages, provided that Buyer's liability in connection with such action shall not exceed the amount of the Escrow Deposit (and provided further that such limitation shall not apply to any

indemnification claims or to the extent of any fraud by Buyer), or (b) bring an action for specific performance, provided that such action is commenced within sixty (60) days after the later of (i) the scheduled Closing Date, or (ii) Buyer's alleged default.

12. Limit on Liability. Notwithstanding anything to the contrary contained herein: the liability of Seller under this Agreement and any documents executed in connection herewith shall not exceed, in the aggregate, an amount equal to the Escrow Deposit.

13. Miscellaneous.

13.1 Brokers. Each party represents and warrants to the other that it has not dealt with any real estate broker, agent or finder in connection with this transaction. Buyer agrees to indemnify and hold Seller harmless from and against any and all Claims arising out of any claim to a commission or fee by any party claiming by or through Buyer. Seller agrees to indemnify and hold Buyer harmless from and against any and all Claims arising out of any claim to a commission or fee by any party claiming by or through Seller. This provision shall survive the termination of this Agreement and the Closing.

13.2 Construction. The exhibits attached hereto are hereby incorporated herein as if fully set forth in this Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. Words used in the singular shall include the plural, and vice versa. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. The captions and headings of the sections of this Agreement are for convenience only. Except as otherwise indicated, all exhibit and section references in this Agreement shall be deemed to refer to the exhibits and sections in this Agreement. Each party acknowledges and agrees that this Agreement is the product of negotiations between the parties and shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of the Agreement is to not to be resolved against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby. This Agreement may be amended only by a written agreement executed by all parties. In no event shall any draft of this Agreement create any obligations or liabilities, it being intended that only a fully executed and delivered copy of this Agreement will bind the parties hereto. In no event shall this Agreement or any document or other memorandum related to the subject matter of this Agreement be recorded without the prior written consent of Seller and Buyer agrees that in no event shall it file any lis pendens against the Real Property in connection herewith. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto, except the relationship of the seller and buyer specifically established hereby.

13.3 Time of the Essence. Time is of the essence of this Agreement. Whenever action must be taken under this Agreement during a certain period of time that ends on a non-business day, then such period shall be extended until the immediately following business day. As used herein, "business day" means any day other than a Saturday, Sunday or federal or California State holiday.

13.4 Successors and Assigns; Affiliate(s). Buyer may not assign or transfer its rights or obligations under this Agreement either directly or indirectly (whether by outright transfer, transfer of ownership interests or otherwise) without the prior written consent of Seller (which may be given or withheld in its sole and absolute discretion); provided, however, Seller shall not be required to consent to any assignment by Buyer of its interest in this Agreement on or before the Closing to an entity which is an Affiliate so long as Buyer gives Seller at least ten (10) business days' advance written notice thereof and Buyer and the assignee execute and deliver a commercially reasonable assignment and assumption agreement to Seller. In the event of a transfer, the transferee shall assume in writing all of the transferor's obligations hereunder, but such transferor shall not be released from its obligations hereunder. No consent

given by Seller to any transfer or assignment of Buyer's rights or obligations hereunder shall be construed as a consent to any other transfer or assignment of Buyer's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

13.5 Notices. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent by personal delivery or by mail (either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as set forth in the Basic Terms section of this Agreement (subject to the right of a party to designate a different address for itself by notice similarly given at least five (5) days in advance). Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon actual receipt of the same by the party to whom the same is to be given.

13.6 Third Parties. No third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement. This provision shall survive the termination of this Agreement and the Closing.

13.7 Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid that portion which is found to be unenforceable.

13.8 Waiver. Any party may waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party. No such waiver shall reduce the rights or remedies of a party by reason of any breach by the other party hereunder. No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default of this Agreement or shall prevent the exercise of any right by such party.

13.9 Counterparts. This Agreement may be executed in one or more originally executed counterparts, all of which, when taken together, shall constitute one and the same instrument.

**[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]**



The parties hereto have executed this Agreement as of the Effective Date.

**SELLER:**

CITY OF MARYSVILLE,  
a charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**BUYER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

# **Exhibit “A”**

Recorded at the request of

INDEXED 49386

33281

BOOK 315 PAGE 547

Return to

RECORDED AT REQUEST OF

City of Marysville  
Jan 13 1961 2:30 P.M.  
BOOK 315 PAGE 547

OFFICIAL RECORDING CO.

RECORDED TO FILE

By C. White Deputy

GRANT DEED (Corporation)

For value received

PLUMAS LAKE GOLF & COUNTRY CLUB, a corporation,

GRANT S. to

CITY OF MARYSVILLE, a municipal corporation,

all that real property situate in the

County of

Yuba

, State of California; described as follows:

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 North-easterly 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 North-erly line of the land conveyed to the City of Marysville, the following two courses and distances: North 83° 51' 20" 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.

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 3rd day of January, 1961.

PLUMAS LAKE GOLF & COUNTRY CLUB, a corporation  
By John W. Bazy, President  
Secretary

STATE OF CALIFORNIA

County of Yuba

On January 3, 1961

a Notary Public, in and for said

County and State personally appeared

John W. Bazy, President and the Secretary

known to me to be the persons who executed the within instrument

and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires Dec 2, 1962

Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Deed or Grant dated January 3, 1961, from PLUMAS LAKE GOLF & COUNTRY CLUB, a corporation, to the City of Marysville, a municipal corporation of the State of California, is hereby accepted by order of the Council of the City of Marysville on the 3rd day of January, 1961, and the grantee consents to recordation thereof by its duly authorized officer or officers.

Dated: January 3, 1961.

CITY OF MARYSVILLE, a municipal corporation

By W. M. Mendenhall  
Mayor

By Eugene M. Bayless  
Clerk

Order No.

**GRANT DEED CORPORATION**

TO

**WESTERN TITLE INSURANCE COMPANY**

CIVIC CENTER OFFICE  
240 VAN NESS AVENUE  
DOWNTOWN OFFICE  
120 MONTGOMERY STREET  
GEARY BOULEVARD OFFICE  
524 GEARY BOULEVARD  
PARKSIDE OFFICE  
1100 TARAVAL STREET  
SAN FRANCISCO  
TELEPHONE UNDERHILL 1-9750

Order No.

When Recorded Mail To

## RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the Council of the City of Marysville,  
State of California, held on the 3rd day of January, 1961,

WHEREAS, the City of Marysville, a municipal corporation, desires  
to accept the interest in real property conveyed by the deed or grant dated  
January 3, 1961, from Plumas Lake Golf & Country Club, a corporation, which  
property is more particularly described in the deed hereinabove mentioned;

NOW, THEREFORE, BE IT RESOLVED that W. Gavin Mandery, Mayor, and  
Eugene M. Boyd, Jr., Clerk, of the City of Marysville, are hereby authorized  
and directed to execute the Certificate of Acceptance attached to said deed  
for and on behalf of the City of Marysville, and

BE IT FURTHER RESOLVED that a certified copy of this resolution  
be attached to said deed for the purpose of recordation.

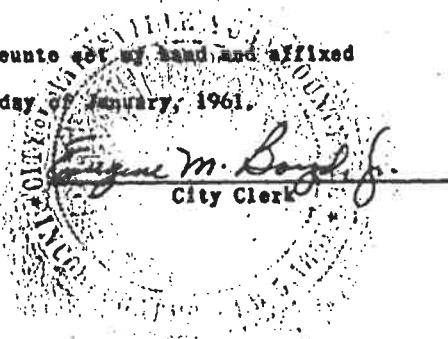
I HEREBY CERTIFY that the foregoing Resolution was duly and  
regularly introduced and adopted by the Council of the City of Marysville,  
County of Yuba, State of California, on the 3rd day of January, 1961, by  
the following vote:

AYES: Roy G. Cunningham, Walter W. Burke, Hobart W. Crook,  
Glen L. McKean and W. Gavin Mandery.

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
the official seal of said City this 3rd day of January, 1961.



RESOLUTION NO. 61-1

At a regular meeting of the Council of the City of Marysville, State of California, held on the 3rd day of January, 1961,

WHEREAS, the City of Marysville, a municipal corporation, desires to accept the interest in real property conveyed by the deed or grant dated January 3, 1961, from Plumas Lake Golf & Country Club, a corporation, which property is more particularly described in the deed hereinabove mentioned;

NOW, THEREFORE, BE IT RESOLVED that W. Gavin Mandery, Mayor, and Eugene M. Boyd, Jr., Clerk, of the City of Marysville, are hereby authorized and directed to execute the Certificate of Acceptance attached to said deed for and on behalf of the City of Marysville, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be attached to said deed for the purpose of recordation.

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 January, 1961, by the following vote:

AYES: Roy G. Cunningham, Walter W. Burke, Hobart W. Crook,  
Glen L. McKean and W. Gavin Mandery.

NOES: None



# **Exhibit “B”**



# **Exhibit “C”**

Escrow No.  
Order No. \_\_\_\_\_

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
DOCUMENTARY TRANSFER TAX \$  
[ ] Computed on the consideration or value of property conveyed; OR  
[ ] Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

APN: 014-380-016

## GRANT DEED

The City of Marysville, grants to \_\_\_\_\_ all that real property  
situated in the Unincorporated area of Yuba County, California, described as follows:  
See Exhibit "A"

This grant is made on the condition that the above property be used solely and perpetually used  
and operated as a golf course. If the above property is not used solely and perpetually for that  
purpose, then The City of Marysville, without paying any compensation for any buildings or  
other improvements on the above premises and without making any compensation or incurring  
any liability for damages or losses of any kind, shall have the power to terminate all right, title,  
and interest in the property granted by this deed to \_\_\_\_\_ and his or  
her heirs, successors, and assigns, in the manner provided by law for the exercise of this power  
of termination.

Immediately on such a termination, grantee or his or her heirs, assigns, or successors shall  
forfeit all rights or title to that property, and the property shall revert to grantor

Executed on \_\_\_\_\_, at \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_ on behalf of the City of  
Marysville, CA.

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 CALIFORNIA                    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me  
that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

# **Exhibit “D”**



# Plumas Lake Golf & Country Club

Fully operational restaurant and bar with seating for over 200. An outside Grove for banquet functions. Restaurant equipment enough to store, prepare and serve over 200 people, valued at over \$120,000. Class 47 Liquor License for sale or transfer.





Range Ball  
Machine

INDOOR  
LESSON SHED





**Pro Shop with approximately 3500 Sq. Ft with restroom, office, storage and grip replacement rooms. Pro Shop has a current inventory (as of 3/10/2020) of \$20,000. Office equipment fixtures valued at \$5,500.**



**The ancillary buildings on the course include (2) restrooms, (2) maintenance work shops and (4) other metal buildings totaling 22,000. Sq. Ft. Equipment for the course upkeep valued at \$120,000.**



**Course office located behind/adjacent to restaurant with approximately 621 Sq. Ft. includes a manager's office with desk and chair, (2) front office desks and counter, (5) file cabinets & various computer equipment. Included, locked closet with secure American Beauty Safe.**



2/28/19

## 2018 FEDERAL DEPRECIATION SCHEDULE

PAGE 1

CLIENT 1273

PLUMAS LAKE GOLF &amp; COUNTRY CLUB, INC.

94-1443043

5/21/20

03:32PM

FORM 1120

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ DEC. DEPR.	PRIOR DEC. BAL DEPR.	SALVAGE /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
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## BUILDINGS

1	CART SHED #1	10/01/75		4,257							4,257	4,257	S/L	7		0
2	MAINTENANCE SHED	9/01/81		12,890							12,890	12,890	S/L	16		0
3	CART SHED #4-5	9/01/86		15,058							15,058	15,058	S/L	20		0
4	CART SLAB	8/01/87		336							336	336	S/L	20		0
5	CONVAULT	10/01/88		4,962							4,962	4,884	S/L	15		0
6	MAINTENANCE SHED	10/01/89		24,707							24,707	22,300	S/L	31.5		784
7	FRONT GATE	6/01/90		1,455							1,455	1,285	S/L	31.5		46
8	BALL MACHINE CEMENT	10/01/94		150							150	144	S/L	8		0
9	SECTIONAL DOOR (16'X7')	5/10/01		815							815	815	S/L	15		0
10	CART SHED	1/31/03		2,810							2,810	2,185	S/L	20		141
135	(2) ROLLING STEEL DOORS	4/30/03		1,490							1,490	1,447	S/L	15	.02950	43
136	HOLLOW METAL DOOR	7/29/03		650							650	628	S/L	15	.02950	22
157	A/C UNIT - B&IMP	8/07/06		2,000							2,000	1,587	S/L	15	.05910	118
178	40' STORAGE DOOR	2/28/09		4,284							4,284	2,893	S/L	15	.05910	253
TOTAL BUILDINGS				75,864							75,864	70,709				1,407

## FURNITURE AND FIXTURES

84	DISPLAYS	6/01/97		351							351	351	200DB HY	7		0
85	STEEL CASE EXEC DESK	7/10/97		215							215	215	200DB HY	7		0
86	WALNUT DESK/CHAIR (2)	7/11/97		598							598	598	200DB HY	7		0
87	DRAFTING STOOL	7/14/97		161							161	161	200DB HY	7		0
88	E/O CABINET	8/28/97		317							317	317	200DB HY	7		0
89	M & M CORNER DESK	8/20/97		107							107	107	200DB HY	7		0

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90	TASK CHAIR W/ARMS	8/19/97		161							161	161	200DB HY	7		0
91	BC-45 DRAFTING STOOL	8/07/97		161							161	161	200DB HY	7		0
92	MDO/CHOROPLAST SIGNS	11/03/97		2,256							2,256	2,256	200DB HY	7		0
93	15 CUBBY WALL UNIT	4/10/00		675							675	675	200DB HY	7		0
94	216-BANQUET CHAIRS (SBA)	3/15/02		14,090							14,090	14,090	200DB HY	7		0
95	22-ROUND 60" TABLES (SBA)	3/15/02		6,595							6,595	6,595	200DB HY	7		0
96	1-24" ROUND RISER TABLES	3/15/02		149							149	149	200DB HY	7		0
97	2-TABLE TRUCKS (SBA)(CH)	3/15/02		625							625	625	200DB HY	7		0
98	1-STACKING CHAIR CART(S)	3/15/02		163							163	163	200DB HY	7		0
99	70-DINING CHAIRS W/ARMS	3/15/02		27,713							27,713	27,713	200DB HY	7		0
100	12-BAR STOOLS (SBA)(CH)	3/15/02		6,520							6,520	6,520	200DB HY	7		0
101	15-36X36" SQUARE TABLES	3/15/02		2,997							2,997	2,997	200DB HY	7		0
102	5-24X36" SQUARE TABLE (S)	3/15/02		968							968	968	200DB HY	7		0
103	12-OUTDOOR 42" ROUND TABL	3/15/02		10,372							10,372	10,372	200DB HY	7		0
104	48-OUTDOOR CHAIRS W/ARM	3/15/02		12,891							12,891	12,891	200DB HY	7		0
105	MADISON RIVER SOFA (LADIE	3/15/02		642							642	642	200DB HY	7		0
106	6-SPIKE BRUSH STANDS (SBA	3/15/02		911							911	911	200DB HY	7		0
107	203 POLYFOLD WHITE CHAIRS	3/15/02		3,998							3,998	3,998	200DB HY	7		0
108	24X24" OAK PARQUET DANCE	3/15/02		7,074							7,074	7,074	200DB HY	7		0
109	PARTITION TRACK (SBA)(CH)	3/15/02		4,890							4,890	4,890	200DB HY	7		0
110	6-TELEVISIONS (SBA)(CH)	3/15/02		3,014							3,014	3,014	200DB HY	7		0
111	DMX SOUND SYSTEM (SBA)(C	3/15/02		6,916							6,916	6,916	200DB HY	7		0
112	KENWOOD 5 DISC CD PLAYER	3/05/02		387							387	387	200DB HY	7		0
113	DESK & CHAIR (SBA)	3/13/02		1,903							1,903	1,903	200DB HY	7		0
114	2 CHAIRS & 1 TABLE (LADIE	3/15/02		497							497	497	200DB HY	7		0
115	PARTITION (SBA)	3/20/02		11,410							11,410	11,410	200DB HY	7		0
116	7-ONYX CHAIRS (SBA)	3/26/02		968							968	968	200DB HY	7		0

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117	CHAIR (LADIES LOUNGE)(SBA	3/15/02		482							482	482	200DB	HY	7	0
118	SATIN GOLD GLASS - LADIES	3/28/02		236							236	236	200DB	HY	7	0
119	COUNTER TOP & MIRROR	4/10/02		1,677							1,677	1,677	200DB	HY	7	0
120	SIGNS(SBA)	11/01/02		976							976	976	200DB	HY	7	0
137	CABINETS	11/09/03		1,611							1,611	1,611	200DB	HY	7	0
143	BALL WASHER SHED - C	10/23/04		933							933	933	200DB	HY	7	0
180	FIXTURES - LADIES ROOM	5/11/08		968							968	968	200DB	HY	7	0
181	FIXTURES - MENS ROOM	9/09/08		2,250							2,250	2,250	200DB	HY	7	0
182	48 WHITE CHAIRS	2/28/09		858							858	858	200DB	HY	7	0
183	11 KITCHEN MATS	2/28/09		1,159							1,159	1,159	200DB	HY	7	0
TOTAL FURNITURE AND FIXTURE				141,845							141,845	141,845				0
IMPROVEMENTS																
121	CART PATHS '92	4/01/92		10,478							10,478	10,478	S/L	HY	7	0
122	CART PATHS - DHR CONSTRUC	4/01/95		98,731							98,731	98,731	200DB	HY	7	0
123	CART PATHS - 5/95	5/01/95		6,363							6,363	6,363	200DB	HY	7	0
124	CART PATHS - 5/95	5/01/95		1,554							1,554	1,554	200DB	HY	7	0
125	CART PATHS - 6/95	6/01/95		78,172							78,172	78,172	200DB	HY	7	0
126	CART PATHS -	6/01/95		715							715	715	200DB	HY	7	0
127	CART PATH	4/01/96		1,632							1,632	1,632	200DB	HY	7	0
128	BUNKER IMPROVEMENTS 98	2/09/99		7,861							7,861	7,861	150DB	HY	15	0
129	BUNKER IMPROVEMENTS 99	11/02/99		36,718							36,718	36,718	150DB	HY	15	0
130	FENCE PROJECT - 99/2000	11/02/99		4,106							4,106	4,106	150DB	HY	15	0
131	PATIO	7/30/00		2,815							2,815	2,815	150DB	HY	15	0
132	DRAIN	11/10/00		7,566							7,566	7,566	150DB	HY	15	0
133	COVERED PATIO (SBA)(CH)	3/15/02		11,147							11,147	11,147	150DB	HY	15	0

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134	CHAIN LINK FENCE (SBA)	6/14/02		1,122							1,122	1,122	150DB HY	15		0
160	GREENS REPLACEMENT	4/01/06		368,735							368,735	87,885	S/L	50		7,375
161	SIDING & TRIM	12/01/07		2,083							2,083	1,529	150DB HY	15	.05900	123
167	GUTTERS - PS	3/22/07		2,495							2,495	1,830	150DB HY	15	.05900	147
179	PARKING LOT REPAIR	1/15/09		14,237							14,237	9,613	150DB HY	15	.05918	841
195	CARPET - C	5/05/09		7,656							7,656	7,656	200DB HY	7		0
196	ELECTRICAL OUTLETS	3/19/09		2,100							2,100	2,100	200DB HY	7		0
202	IRRIGATION PUMP	6/18/10		15,185							15,185	12,697	200DB HY	10	.06558	995
203	IRRIGATION SYSTEM	12/02/10		7,239							7,239	6,052	200DB HY	10	.06558	474
204	RANGE NETTING	6/30/10		2,779							2,779	2,323	200DB HY	10	.06558	182
TOTAL IMPROVEMENTS				691,489		0	0	0	0	0	691,489	400,865				10,137
MACHINERY AND EQUIPMENT																
11	TABLES & MISC FURNITURE	5/19/97		505							505	505	200DB HY	7		0
12	BEVERAGE CART	6/11/98		1,121							1,121	1,121	200DB HY	7		0
13	ALARM SYSTEM	3/15/02		1,819							1,819	1,819	200DB HY	7		0
14	STEREO SYSTEM	3/15/02		3,306							3,306	3,306	200DB HY	7		0
15	BUILT-IN VACUUM	3/15/02		3,288							3,288	3,288	200DB HY	7		0
16	BAR TAP SYSTEM	3/15/02		341							341	341	200DB HY	7		0
17	MICROPHONE & SPEAKER	5/01/02		456							456	456	200DB HY	7		0
18	EQUIP/TABLES (4) GRILL	7/10/97		560							560	560	200DB HY	7		0
19	MISC KITCHEN EQUIP	10/23/97		1,063							1,063	1,063	200DB HY	7		0
20	SINKS (3), TUBS (2)	5/09/97		629							629	629	200DB HY	7		0
21	ICE MACHINE BIN	5/09/97		3,549							3,549	3,549	200DB HY	7		0
22	S.S. TOP WORKTABLE	5/09/97		115							115	115	200DB HY	7		0
23	T-49 REFRIGERATOR	5/09/97		1,799							1,799	1,799	200DB HY	7		0



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24	T-49F FREEZER	5/09/97		2,299							2,299	2,299	200DB HY	7		0
25	REACH IN COOLER	5/09/97		1,599							1,599	1,599	200DB HY	7		0
26	STOVE & FRYER	6/18/97		11,204							11,204	11,204	200DB HY	7		0
27	ALARM SYSTEM	3/15/02		1,819							1,819	1,819	200DB HY	7		0
28	STEREO EQUIPMENT	3/15/02		3,306							3,306	3,306	200DB HY	7		0
29	KITCHEN EQUIPMENT	3/15/02		4,723							4,723	4,723	200DB HY	7		0
30	BUILT IN VACUUM	3/15/02		3,293							3,293	3,293	200DB HY	7		0
31	MICROPHONE & SPEAKER	5/01/02		456							456	456	200DB HY	7		0
32	DRY TABLE W/2 DOOR REF	3/06/02		1,652							1,652	1,652	200DB HY	7		0
33	PITSTOP COMMUNICATIONS	7/20/02		4,073							4,073	4,073	200DB HY	7		0
34	PUMP INSTALLED	8/01/76		5,181							5,181	5,181	S/L	7		0
35	FIRE LOSS ASSETS	3/01/87		41,465							41,465	41,465	S/L	7		0
36	1991 FORD RANGER	1/01/92		8,912							8,912	8,912	200DB HY	5		0
37	GRANITE TEE SIGNS	12/01/92		5,748							5,748	5,748	200DB HY	7		0
38	SCRAPER BLADE	12/01/92		750							750	750	200DB HY	7		0
39	BUCKET	4/01/93		483							483	483	200DB HY	7		0
40	TILLER	4/01/93		2,199							2,199	2,199	200DB HY	7		0
41	WIRE WELDER	1/01/94		1,434							1,434	1,434	200DB HY	5		0
42	GROOMER 7/95	7/01/95		4,505							4,505	4,505	200DB HY	7		0
43	WOOD CHIPPER	12/10/96		7,668							7,668	7,668	200DB HY	7		0
44	PUMP	2/21/97		15,300							15,300	14,814	200DB HY	7		0
45	SHOP REFRIDGERATORE	4/10/97		161							161	161	200DB HY	7		0
46	WELDER	5/22/97		2,647							2,647	2,647	200DB HY	7		0
47	24 FT LADDER	7/28/97		161							161	161	200DB HY	7		0
48	SKID KIT/TEE MARKERS	7/28/97		801							801	801	200DB HY	7		0
49	JACOBSEN FLARWAY MOWER	4/02/98		52,148							52,148	52,148	200DB HY	7		0
50	TOP DRESSER	4/08/99		8,603							8,603	8,603	200DB HY	7		0

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51	BLOWER 9 HP - HONDA	4/08/99		1,166							1,166	1,166	200DB HY	7		0
52	SPRAYER - 100 GAL.	9/01/88		1,200							1,200	1,200	S/L	7		0
53	PARTANK SPRAYER - 50 GAL	9/01/88		500							500	500	S/L	7		0
54	FAIRWAY AIRIFIER	9/01/67		1,000							1,000	1,000	S/L	7		0
55	SOD CUTTER	9/01/80		8,000							8,000	8,000	S/L	7		0
56	CORE HARVESTER - CUSHMA	9/01/88		2,500							2,500	2,500	200DB HY	7		0
57	LEAF SWEEPER	9/01/67		3,000							3,000	3,000	S/L	7		0
58	SEEDER - OLATHE	9/01/87		3,000							3,000	3,000	200DB HY	7		0
59	BACKHOE 1981-CASE	9/01/90		13,400							13,400	13,400	200DB HY	7		0
60	WALKBEHIND SEEDER - RYA	9/01/88		7,400							7,400	7,400	200DB HY	7		0
61	TRACTOR 1981- JOHN DEERE	9/01/89		5,000							5,000	5,000	200DB HY	7		0
62	PRESSURE WASHER	9/01/97		2,461							2,461	2,461	200DB HY	7		0
63	BIG BLOWER	9/01/91		3,500							3,500	3,500	200DB HY	7		0
64	TRUCKSTER - CUSHMAN	9/01/93		7,300							7,300	7,300	200DB HY	7		0
65	REEL & BEDKNIFE GRINDERS	9/18/01		4,000							4,000	3,898	200DB HY	7		0
66	1 CUSHMAN CLASSIC (SBAYC	1/23/02		11,738							11,738	10,839	200DB HY	7		0
67	1 JMC 68662 QUICK GREEN R	6/20/02		3,196							3,196	3,196	200DB HY	7		0
68	NEW HOLLAND TRACTOR 2W	10/14/02		19,035							19,035	19,035	200DB HY	7		0
69	TEXTRON RYAN GASO AERATOR	12/01/02		16,794							16,794	16,794	200DB HY	7		0
70	DOUBLE EAGLE SOFTWARE	5/31/97		13,244							13,244	13,244	200DB HY	5		0
71	ARM CHAIRS (2)	7/21/97		322							322	322	200DB HY	7		0
72	DOUBLE EAGLE POS HARDWARE	7/22/97		5,749							5,749	5,749	200DB HY	5		0
73	COMPUTER CABLE	7/24/97		269							269	269	200DB HY	5		0
74	STATION 107-INSTALL	8/07/97		320							320	320	200DB HY	7		0
75	TYPEWRITER	8/13/97		97							97	97	200DB HY	7		0
76	DR FILE CABINET	7/10/97		161							161	161	200DB HY	7		0
77	VERTICAL FILE - 4 DRAWER	7/11/97		182							182	182	200DB HY	7		0

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78	BALL WASHER TANK	7/28/97		95							95	95	200DB HY	7		0
79	IRON/CLUB DISPLAY	9/29/97		232							232	232	200DB HY	7		0
80	BALL WASHER	9/01/91		995							995	995	200DB HY	7		0
81	BALL MACHINE	9/01/92		2,500							2,500	2,500	200DB HY	7		0
82	SCOREBOARD (SBA)	4/12/02		3,007							3,007	3,007	200DB HY	7		0
83	OAK NESTING TABLES	8/06/02		629							629	629	200DB HY	7		0
138	COMPUTER UPGRADE - OFFICE	6/06/03		6,909							6,909	6,909	200DB HY	5		0
139	SOFTWARE - OFFICE	6/06/03		894							894	894	200DB HY	5		0
140	BLITZER W/ ATTACHMENTS - C	7/21/03		21,241							21,241	21,241	200DB HY	5		0
141	HYDRO AERATOR - C	7/23/03		26,654							26,654	26,654	200DB HY	5		0
142	PRO SEED OVERSEEDER - C	8/27/03		11,530							11,530	11,530	200DB HY	5		0
144	J.D. 2500 TRACTOR - C	6/24/04		35,504							35,504	35,504	200DB HY	7		0
145	CUSHMAN 3 WHEEL - C	9/30/04		18,780							18,780	18,780	200DB HY	7		0
146	WATER PUMP OVERHUAL - C	9/15/04		6,446							6,446	6,446	200DB HY	5		0
147	TRACTOR OVERHAUL - C	12/31/04		3,983							3,983	3,983	200DB HY	5		0
148	JOHN DEERE LIGHT KIT - C	6/29/04		209							209	209	200DB HY	5		0
149	AXLE SHAFT - M	3/10/05		1,557							1,557	1,557	200DB HY	5		0
150	NEW CLUTCH - C	6/29/05		2,162							2,162	2,162	200DB HY	5		0
151	TABLES - CAFE	5/04/05		273							273	273	200DB HY	5		0
152	BALL SHED COMP. - PRO SH	5/05/05		354							354	354	200DB HY	5		0
153	LE4677 FAIRWAY MOWER - C	9/01/05		84,970							84,970	84,970	200DB HY	5		0
154	MPT 1200G MOWER - C	9/01/05		18,005							18,005	18,005	200DB HY	5		0
155	WASHER/DRYER - PRO SHOP	1/02/06		756							756	756	200DB HY	5		0
156	2 COMPUTERS - PRO SHOP	2/09/06		2,342							2,342	2,342	200DB HY	5		0
158	ANSUL SYSTEM - CAFE	8/21/06		3,368							3,368	3,368	200DB HY	10		0
159	TIMECLOCK - CAFE	11/20/06		391							391	391	200DB HY	5		0
162	OFFICE SAFE	10/01/07		1,931							1,931	1,931	200DB HY	5		0

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163	COMPUTERS	2/25/08		3,231							3,231	3,231	200DB HY	5		0
164	SECURITY CAMERAS - CAFE	4/23/07		8,366							8,366	8,366	200DB HY	5		0
165	EZGO RANGE BALL PICK - PS	1/23/08		4,063							4,063	4,063	200DB HY	5		0
166	SALSCO GREENS ROLLER - C	3/06/07		1,250							1,250	1,250	200DB HY	7		0
168	SAW & WEED EATER - C	4/26/07		1,000							1,000	1,000	200DB HY	5		0
169	COMPUTER & PHONE - C	5/08/07		1,087							1,087	1,087	200DB HY	5		0
170	USED MOWER - C	5/23/07		9,080							9,080	9,080	200DB HY	5		0
171	CHAINSAW - C	10/08/07		831							831	831	200DB HY	5		0
172	FAIRWAY MOWER - C	10/17/07		1,250							1,250	1,250	200DB HY	5		0
173	TORO WORKMAN - C	7/18/07		22,736							22,736	22,736	200DB HY	5		0
174	JD TURF GATOR - C	9/01/07		9,912							9,912	9,912	200DB HY	5		0
175	CHIPPER MOTOR - C	11/30/07		2,245							2,245	2,245	200DB HY	5		0
176	GE 1250 SPRAYER - C	2/22/08		30,792							30,792	30,792	200DB HY	5		0
177	2 GOLF CARTS - C	4/01/06		7,990							7,990	7,990	200DB HY	7		0
184	3 USED PHONES	3/31/08		657							657	657	200DB HY	5		0
185	CANON COPIER	11/20/08		12,052							12,052	12,052	200DB HY	5		0
186	SERVER COMPUTER	1/11/09		2,341							2,341	2,341	200DB HY	5		0
187	2 USED PHONES - CAFE	3/31/08		438							438	438	200DB HY	5		0
188	PREP REFRIGERATOR - CAFE	5/07/08		2,240							2,240	2,240	200DB HY	5		0
189	2 USED PHONES - PS	3/31/08		438							438	438	200DB HY	5		0
190	WALK MOWER - C	3/14/08		804							804	804	200DB HY	7		0
191	MIXING TANK ATTACH - C	4/07/08		786							786	786	200DB HY	7		0
192	PROCORE 648 AIRIFIER - C	3/01/08		26,924							26,924	26,924	200DB HY	7		0
193	2 MOWERS RM3100D/GR3150 C	6/25/08		61,866							61,866	61,866	200DB HY	7		0
194	GL 9 LIFT	8/01/08		6,998							6,998	6,998	200DB HY	7		0
198	COMPUTER - C	12/10/09		1,112							1,112	1,112	200DB HY	5		0
199	RANGE PICKER	3/13/09		945							945	945	200DB HY	5		0

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## 2018 FEDERAL DEPRECIATION SCHEDULE

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PLUMAS LAKE GOLF &amp; COUNTRY CLUB, INC.

94-1443043

5/21/20

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ SP. DEPR.	PRIOR DEC. BAL DEPR.	SALVAGE /BASIS REDUCT.	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
200	(2) USED TORO MOWERS - PR	4/21/09		1,000							1,000	1,000	200DB HY	5		0
201	SPRAY RIG KIT	6/10/09		1,944							1,944	1,944	200DB HY	5		0
205	MOWER ATTACHMENT - C	4/06/10		4,751							4,751	4,751	200DB HY	7		0
206	BULLET LIFT - C	4/23/10		5,000							5,000	5,000	200DB HY	7		0
207	ICE MAKER - C	5/03/10		4,962							4,962	4,962	200DB HY	7		0
208	TURF STAR GAS CART - C	5/07/10		11,526							11,526	11,526	200DB HY	7		0
209	TORO 3200 UTILITY VEH - C	6/09/10		20,278							20,278	20,278	200DB HY	7		0
210	FRYER - CAFE	9/03/10		1,166							1,166	1,166	200DB HY	5		0
211	ROUGH MOWER ATTACHMENT C	3/23/11		8,988							8,988	8,988	200DB HY	5		0
212	2010 TORO REEL MASTER C	3/23/12		53,024							53,024	53,024	200DB MQ	5		0
213	HP PRINTER	7/23/12		590							590	590	200DB MQ	5		0
214	SMITHCO BUNKER RAKE C	11/30/12		19,734							19,734	19,734	200DB MQ	5		0
215	PRO FORCE BLOWER	2/28/13		7,383							7,383	7,383	200DB MQ	5		0
216	EQUIPMENT - CAFE	8/01/13		1,950							1,950	1,868	200DB MQ	5	.04260	82
217	TORO GREENMASTER	2/21/14		32,713							32,713	29,580	200DB MQ	5	.09580	3,133
218	BALL MACHINE	6/30/14		5,000							5,000	4,136	200DB HY	5	.11320	576
219	BALL MACHINE	9/03/14		4,273							4,273	3,534	200DB HY	5	.11520	492
220	RANGE NET	4/15/15		1,078							1,078	768	200DB HY	5	.11520	124
221	MOWER	10/10/17		3,000							3,000	600	200DB HY	5	.32000	960
222	65 CLUB CARTS	3/01/17		277,817							277,817	55,563	200DB HY	5	.32000	88,901
TOTAL MACHINERY AND EQUIPME				1,289,003							1,289,003	1,057,734				94,268
MISCELLANEOUS																
197	PUMP & SPRINKLER SYSTEM	8/01/09		14,521							14,521	13,092	200DB HY	10	.06550	951
TOTAL MISCELLANEOUS				14,521							14,521	13,092				951

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL DEPR.	SALVAGE /BASIS REDUCT.	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
TOTAL DEPRECIATION																
				2,212,722		0	0	0	0	0	2,212,722	1,684,045				106,763
GRAND TOTAL DEPRECIATION																
				2,212,722		0	0	0	0	0	2,212,722	1,684,045				106,763