

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS  
PERSONNEL AND ADMINISTRATION COMMITTEE**

**COMMITTEE MEMBERS**

Mark Gonzalez, Chair

David Hart  
Richard Ortiz

TIME: **8:30 a.m.**  
DATE: **Friday, February 12, 2015**  
PLACE: **Monterey County Water Resources Agency  
Board Room  
893 Blanco Circle  
Salinas, CA 93901  
(831) 755-4860**

**A G E N D A**

- 1. Call to Order**
- 2. Public Comment**  
*(Limited to three (3) minutes per speaker on matters within the jurisdiction of the Agency not listed on this agenda. The public will have the opportunity to ask questions and make statements on agenda items as the Committee considers them.)*
- 3. Approve the Minutes of the Personnel and Administration Committee meeting held on January 15, 2016.**  
The Committee will consider approval of the Minutes of the above-mentioned meeting.
- 4. Consider receiving: a) a presentation by Tri-Counties Club, Inc. in regard to the house on Agency land; b) a proposal for a long-term lease of Agency property adjacent to the lake; c) a proposal to supply water to an Agency Grazing Lease; and, d) making recommendations to the full Board on how to proceed with resolution of the issues.**
- 5. Consider receiving an update on activities at the Lakes.**  
Brent Buche, Deputy General Manager, will provide a verbal report of lake issues.
- 6. Consider receiving an update on Real Property issues.**  
Brent Buche, Deputy General Manager, will provide a verbal report of real property issues.

7. **Set next meeting date and discuss future agenda items.**  
The Committee will discuss and determine details for its next meeting.
8. **Adjournment**

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS  
PERSONNEL AND ADMINISTRATION COMMITTEE**

**COMMITTEE MEMBERS**

Mark Gonzalez, Chair  
Richard Ortiz

David Hart

**TIME:** 8:30 a.m.  
**DATE:** Friday, January 15, 2016  
**PLACE:** Monterey County Water Resources Agency  
893 Blanco Circle  
Salinas, CA 93901  
(831) 755-4860

**MINUTES**

1. **Call Meeting to Order @ 8:30 a.m. by Committee Chair Mark Gonzalez**  
**Members Present:** Richard Ortiz, David Hart, Mark Gonzalez  
**Members Absent:** None  
  
**A quorum was established.**
2. **Public Comment:** John Martin, Member of the Board of Directors of the Heritage Ranch Owners Association
3. Approve the Minutes of the Personnel and Administration Committee meeting held on September 11, 2015.

**Committee Action:**

**On motion and second by Directors Hart and Ortiz, approved the Minutes of the Personnel and Administration Committee meeting held on September 11, 2015.**

**Vote: Motion carried unanimously by those members present.**

4. Consider receiving an update on Personnel and Administration activities.  
Wini Chambliss, Administrative Services Assistant, provided an update on personnel and administrative issues.

**Committee Action:**

**On motion and second by Directors Hart and Ortiz, received the update on Personnel and Administration activities.**

**Vote: Motion carried unanimously by those members present.**

5. Consider receiving a report; and, providing direction to Staff regarding the Contract Holder's request to terminate Lake Nacimiento Grazing Lease #5.  
Brent Buche, Deputy General Manager, provided information regarding this item.

**Committee Action:**

**On motion and second by Directors Hart and Ortiz, received the report; and, in light of new information acquired from the Contract Holder's attorney, authorized the General Manager to assign Lake Nacimiento Grazing Lease #5 to the Contract holder's ex-wife.**

**Vote: Motion carried unanimously by those members present.**

6. Consider receiving an update on activities at the Lakes.  
Brent Buche, Deputy General Manager, provided a verbal report of lake issues.

**Committee Action:**

**On motion and second by Directors Ortiz and Hart, received the lake update.**

**Vote: Motion carried unanimously by those members present.**

7. Consider receiving an update on Real Property issues.  
Brent Buche, Deputy General Manager, provided a verbal report of real property issues.

Public Comment: John Baillie

**Committee Action:**

**On motion and second by Directors Ortiz and Hart, received the real property update.**

**Vote: Motion carried unanimously by those members present.**

8. Set next meeting date and discuss future Agenda items.  
**The next meeting is scheduled for February 12, 2016 at 8:30 a.m. The Heritage Ranch Owners Association Lease Agreement will be on the Agenda.**
9. Adjournment  
**The meeting adjourned at 9:20 a.m.**

Submitted by: Alice Henault

Approved on:

**MONTEREY COUNTY WATER RESOURCES AGENCY  
BOARD OF DIRECTORS – PERSONNEL AND ADMINISTRATION COMMITTEE**

<b>MEETING DATE:</b>	February 12, 2016	<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	Consider receiving: a) a presentation by Tri-Counties Club, Inc. in regard to the house on Agency land; b) a proposal for a long-term lease of Agency property adjacent to the lake; c) a proposal to supply water to an Agency Grazing Lease; and, d) making recommendations to the full Board on how to proceed with resolution of the issues.		
<b>Consent ( )</b>		<b>Action ( X )</b>	
<b>Information ( )</b>			
<b>SUBMITTED BY:</b>	Brent Buche	<b>PREPARED BY:</b>	Brent Buche
<b>PHONE:</b>	755-4860	<b>PHONE:</b>	755-4860
<b>DEADLINE FOR BOARD ACTION:</b>		February 12, 2016	

**RECOMMENDED BOARD ACTION:**

Receive: a) a presentation by Tri-Counties Club, Inc. in regard to the house on Agency land; b) a proposal for a long-term lease of Agency property adjacent to the lake; c) a proposal to supply water to an Agency Grazing Lease; and, d) making recommendations to the full Board on how to proceed with resolution of the issues.

**SUMMARY:**

Tri-Counties Club, Inc. is working with the Agency to resolve several land issues between the two entities. This proposal brings forward those issues with a new light.

**DISCUSSION:**

The Cullen home, which is part of the Tri-Counties Club, Inc., is located on Agency property. It is also below elevation 825’ which is the “flowage easement” that the Agency holds in this area. The easement does not allow development below the stated elevation. When the lake is low, as it has been for several years, Tri-Counties Club, Inc. does not have contiguous access to the water’s edge. They are currently attaching their docks to Agency land which is not allowed and they have a proposal to rectify this issue. Tri-Counties Club, Inc. is between Agency Grazing Leases 3A and 3B. They are working with the leaseholder to resolve an issue of water supply.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has been fully engaged on these issues since the beginning. Supervisor Salinas and Supervisor Mecham of San Luis Obispo County have also been involved in the attempts of issue resolution.

**FINANCING:**

At this time there is no apparent financial issue other than staff time working with Tri-Counties Club, Inc.

<b>FINANCIAL IMPACT:</b>	<b>YES ( )</b>	<b>NO ( X )</b>
<b>FUNDING SOURCE:</b>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>ATTACHMENTS:</b>	1. Letter from Tri-Counties Club, Inc. to Tom Shepherd.	
<b>APPROVED:</b>		
	_____	_____
	<b>General Manager</b>	<b>Date</b>

# TRI-COUNTIES CLUB, INC.

November 1, 2015

Mr. Tom Shepherd  
Monterey County Water Resources Agency  
893 Blanco Circle  
Salinas, CA 93901

Dear Tom:

You requested some options on the issues that require a decision between MCWRA (The Agency) and Tri Counties Club, Inc. (TC). Currently we have three issues; 1). The Cullen site property line issue, 2) TC access to the Flats and lake as the lake recedes, and 3) providing water for cattle through The Agency grazing lease.

Hopefully we can address these issues promptly so they do not go on for years to come. I believe it is in the best interest for the Agency and for TC to settle these issues now in an equitable manner.

Before we start on the options, and to better understand TC, I have attached a copy of our monthly newsletter (SCUTTLEBUTT) as well as a copy of the Tri Counties Club Rules. I have highlighted some specific items to show our dedication to the Club, the land, the lake and individual member responsibility.

In addition, I have attached a picture of our community restrooms that are used generally when we have a community BBQ or party, or for individuals that need to leave their docks for their restroom needs. Of course, individuals have the option to use their own facilities at their individual cabins. I have also attached a photo of the helipad on our property for use by any agency for emergency purposes.

It is also important to point out that TC has 14 certified Mussel Inspectors and there are 21 vessels among our members that are registered in the Resident Vessel Program.

## **1) Cullen Site**

As we are all aware now, this family has been on this site for 50 years. It was not until we had a survey done that it was revealed the house/cabin was off the TC property line. There has never been an issue with this cabin or the Cullen family. They have been an asset to TC. In reviewing properties that are outside of a property line, we find that there have been several of these cases not just in SLO

County but all across the country. These are corrected by a lot line adjustment (LLA).

#### Option 1

From proposal maps drawn up by Geo West (Exhibit A1 and A2) it takes a section of 23,600 sq. ft. that encompasses the Cullen site just south of the new (1964) property line for TC and in turn gives back 23,600 sq. ft. on the south/east corner of the TC to The Agency.

Note: The Cullen family is paying taxes to SLO County under Assessment No. 920,000,661 for the improvements placed on the site following the approval of a Construction Permit from SLO County with a final in 1990.

TC would only have the responsibility for the (23,600 sq. ft.) carved out for the LLA. This would release the Agency of liability.

Note: The subdivision map act allows for a lot line adjustment to be recorded by certificate of compliance; if no creation of a new parcel occurs. Adjusting the lines by a certificate of compliance you do not need to pay a tax bond nor will it be reassessed.

TC would pay for the filing and recording of the LLA as proposed.

#### Option 2

From proposal maps drawn by Geo West (Exhibit B1, B2 and B3) it follows the original property line establishing 1.74 acres of which much is under water but brings the Cullen site within TC property and TC gives up 1.74 acres to The Agency from an adjacent area.

This option is also a LLA and TC would pay for the filing and recording as proposed.

Both of these options release The Agency from any liability going forward. Lease options were complicated as there are renewals that TC and The Agency would need to address at some future date.

I would like to point out that Supervisor Frank Mecham from Paso Robles as well as Supervisor Simon Salinas both visited the Cullen place and reviewed the history and the work that The Agency and TC has done to date. Both were clear that this matter should be settled allowing the Cullen's to continue using their long established "camp cabin".



**2) TC access to the lake as the lake recedes. The area on the east side of Tri Counties Property that is generally under water but is the access to docks and lower launch ramp during dry years. (The Flats)**

The Flats

The purpose for separating out the "Flats" is to solve a few problems that are before The Agency.

- The holder of the Grazing Lease finds the area unusable to run cattle.
- Since TC uses that area for access to their docks during dry years, the leaseholder does not want the liability for any activity over that area.
- It is proposed to take this area out of Grazing Lease 3B.
- The Agency wants an agreement that TC can moor their docks to the shoreline that is The Agency land within the Flats area.
- The Agency feels the lower launch ramp used only by TC could be a liability issue. They would like clarity through an easement or lease.

The area delineated in Exhibits C1 and C2, is approximately seventy two (72) acres. This area has been used for approximately fifty (50) years by TC during the times when the lake recedes. When the lake is completely filled, or only recedes a few vertical feet TC individuals do not access The Agency land. However as it recedes further, access is necessary. At some point perhaps at lake elevation 775' The Agency land gives opportunity for members to moor their docks in certain areas. In addition, access to those docks is over Agency land. Generally by golf carts.

It is important to note that TC members would rather keep their docks close to their cabins and only move them to The Agency land when water dries up in the TC property canyon.

Approximately 40 years ago, a concrete launch ramp was constructed (lower launch ramp) for launching TC boats when the lake recedes below the lowest point of the TC main launch ramp (upper launch ramp). It is estimated that we have only used the lower launch ramp 15% of the time since it was first installed.

Note: Our research indicates that permission was granted to one or more of our charter or original members by someone at The Agency. Two members whose parents have passed, both have some recollection that their fathers had contact with The Agency to construct a launch ramp in that area.

Proposed Solution:

Establishing a long term lease or easement with The Agency by TC will place the responsibility and liability for the use of the Flats to TC and TC shareholders

individually that use the lower launch ramp, placing docks along the shoreline and access to the lower launch ramp as well as to their individual docks.

Note: for use only as a reference document I have provided Document No. 15531 Grand Deed of Easement, official records dated April 4, 1977 (Exhibit D1) granting right of way to Running Deer Ranch. This was between the members of Running Deer and a private property owner. A similar document between The Agency and TC could accomplish the following:

1. To provide access to and from the waters of Lake Nacimiento:
2. To moor, fasten, secure tie up and maintain boats, boat docks and docking facilities:
3. Picnicking:
4. Temporary parking of vehicles and boat trailers while using the rights granted.

Note: All docks that are at the shoreline either on TC property or on Agency property have paid fees, filed with The Agency, liability coverage, a picture of the dock as well as a letter from TC (as the holder of the property APN#) giving permission to use docks on the lake.

Note: TC cannot take any responsibility for day campers that use the shoreline of the area designated as Exhibits C1 and C2 (the seventy two (72) acres proposed to be leased).

This proposal is for either a long term lease or by granting an easement for the property below the water line (72 acres).

Note: TC has no responsibility for repairing grazing fencing that borders the proposed area.

### **3) Providing water for cattle through The Agency grazing lease (3B)**

Water Agreement:

History:

Water for the cattle grazing on 3B is a benefit to the grazing leaseholder and to The Agency. With an agreement for water from TC, The Agency has the control of the allotted water which enhances grazing lease 3B.

TC has furnished limited water to grazing lease 3B for a cow/calf operation for decades. Any arrangement that was made between the previous leaseholder and the current leaseholder were not the business of TC. However when the water troughs, tanks etc. were removed, we shut off the water to those locations to be sure there were no leaks to our system.

Water furnished in the past has been a hand shake agreement that was based on having water available for the bulls (4 or 5) on the north side of TC. In addition, water was furnished on the west and south sides, (near the main TC gate and on the Cullen side). This was to furnish water for approximately twenty (20) heifers that were on 3B. These heifers were the replacements for their cow/calf operation. These animals never exceeded twenty (20) gallons each per day. Therefore, twenty five (25) head could consume 500 gallons/day maximum.

Any issues with the wells, or pumping of water at TC were immediately transmitted to the leaseholder should it be necessary for them to haul water to the cattle.

Checking with the previous leaseholder, it was in their best interest to keep the fences at the high water line. They did not want the cattle to go in the area where the water recedes as it caused difficulty keeping the cattle within 3B or from getting out of the lease and on to private property. In addition, as the water recedes, mud bogs are prevalent and the cattle get caught in the mud and it is difficult to pull them out and in some cases save them from dying.

TC was never responsible or liable for water furnished to the leaseholder. In addition, it was not the responsibility for TC to repair fences. Any breaks in the fences were reported to the leaseholder and were immediately repaired.

TC was unable to furnish water to the large number of cattle that were grazing on 3B by the current leaseholder. There was never an agreement that met the needs of both the current leaseholder and TC. Attempts were made and we had many conversations with them to keep cattle out of the TC boundaries.

### **Possible Solution to the Water Furnished by TC**

TC would be willing to structure a Water Agreement with The Agency that becomes part of the Grazing Lease on 3B. This agreement would be based on using flow meters to monitor the water used by the leaseholder. Over a period of one month, TC would only let 15,000 gallons go through the combined flow meters. Water can only be used for cattle drinking water. TC would not have any liability as to the water furnished. The Agency would provide a hold harmless agreement indemnifying TC of any responsibility other than furnishing the same water that our members are consuming. In the agreement we would define who would be putting in the flow meter and what size tank would be required for cattle water storage that would be placed outside of TC at each of the trough areas. TC would not have any ownership of the tanks or troughs nor would TC be responsible for the care of same used to furnish water to the cattle.

**What does TC get in return for furnishing water for the cattle?**

We propose that if it is determined that a lease is consummated for the "Flats" and everyone understands that this area will only be used when the water has receded, we agree to the following:

Currently, the grazing lease paid by the leaseholder, works out to approximately \$2.34 per acre per year. 72 acres X \$2.34 = \$168.48. Checking water costs for most agencies we find that 15,000 gallons would cost \$120.00/month or \$1440.00 per year. This water agreement would be more than a fair trade for a lease or easement of The Flats. The Agency could then add an amount to the grazing lease that grants available water for grazing cattle per this agreement.

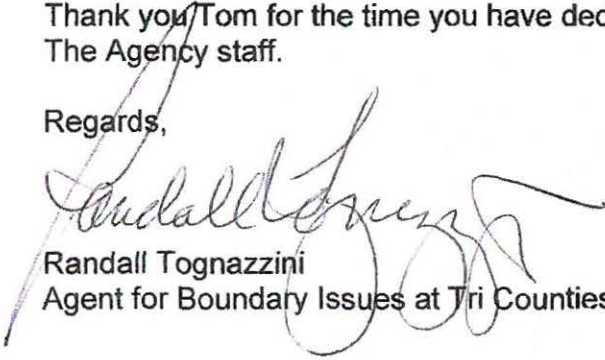
It would be appropriate that the access to the water is contingent on either a permanent easement or a long term lease for the Flats

I apologize for the long letter. However it is necessary to define all the information that you requested. For presentation to The Agency staff and/or Board, I would be happy to prepare at their request a Power Point Presentation.

We look forward to arriving at permanent solutions to the above issues so it is not necessary taking up more time with The Agency as well as TC.

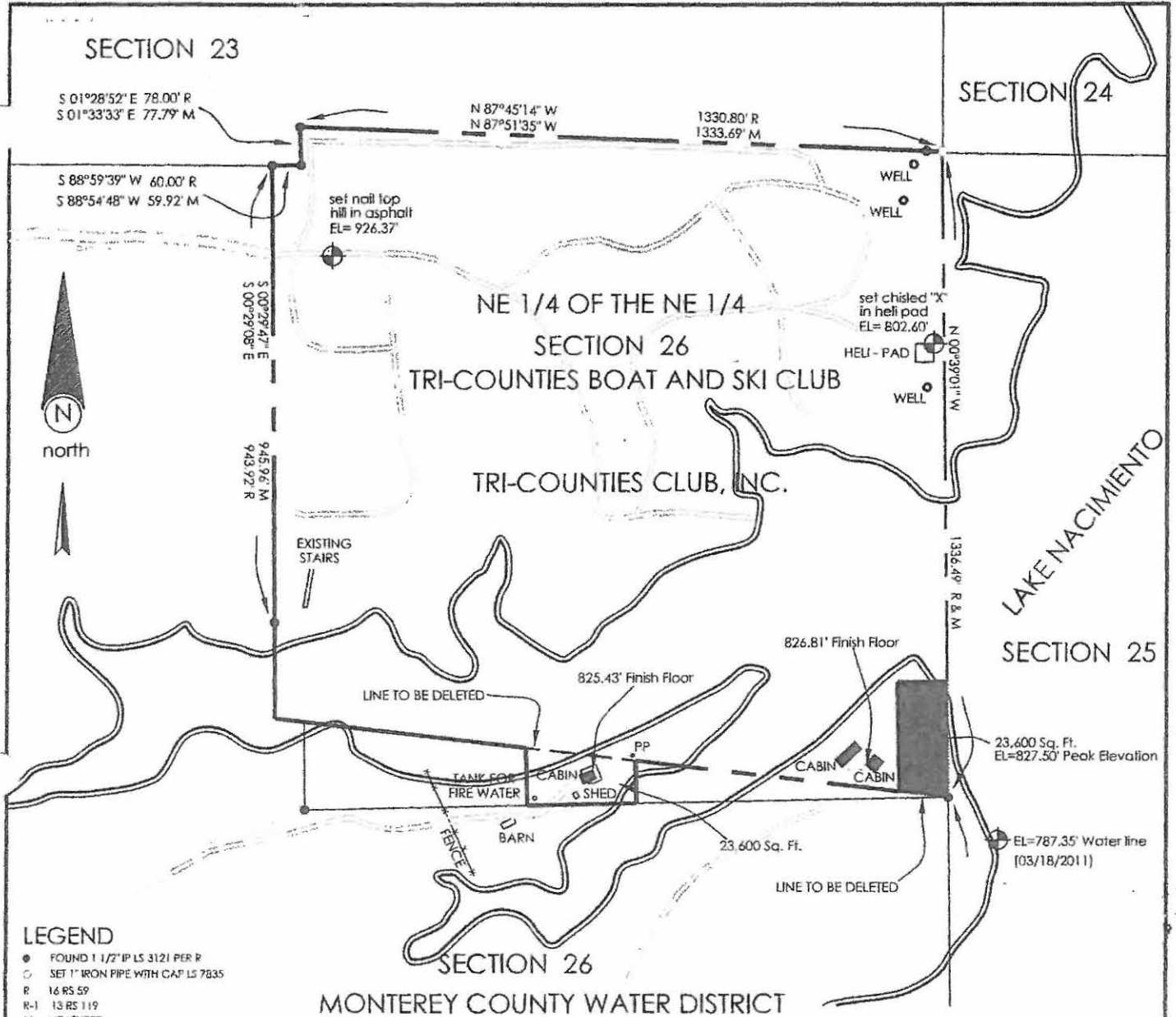
Thank you Tom for the time you have dedicated to this project for presentation to The Agency staff.

Regards,



Randall Tognazzini  
Agent for Boundary Issues at Tri Counties Club, Inc.

# EXHIBIT A1



### LEGEND

- FOUND 1 1/2" IP LS 3121 PER R
- SET 1" IRON PIPE WITH CAP LS 7835
- R 16 RS 59
- R-1 13 RS 119
- M MEASURED
- ⊕ MEASURED ELEVATION BASED ON NAVD88 (SEE OPUS POST PROCESSING ATTACHED)

### BASIS OF BEARINGS

FOR THIS SURVEY IS NORTH 00°39'01" WEST BEING THE BEARING BETWEEN TWO FOUND MONUMENTS AS SHOWN PER 13 RS 119 (R-1) BEING THE EASTERLY LINE OF THE NORTH EAST 1/4 OF SECTION 26.

### BASIS OF ELEVATIONS

FOR THIS SURVEY IS BASED ON NAD 83 (CORS94) USING STATIC OBSERVATION AND POST PROCESSED USING OPUS SOFTWARE AND NGS. THE FOLLOWING BASE STATIONS WERE USED IN THE POST PROCESSING CALCULATIONS: GALLEGOSRNC52004, AVILARANCHCH2005, & CHIMNEYRR\_CS2004.

ELEVATIONS SHOWN ARE ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) SHOWN IN US FEET AND COMPUTED USING THE 2003 GEOID.

ALL ELEVATIONS WERE MEASURED BY ME OR UNDER MY DIRECTION.

BARAK J. MILES, PLS 7835



5815 Traffic Way Atascadero, CA 93422  
 805.461.5560 fax 888.435.4643 cell 805.305.0438  
 www.geo-west.com email: bmiles@geo-west.com

### GRAPHIC SCALE

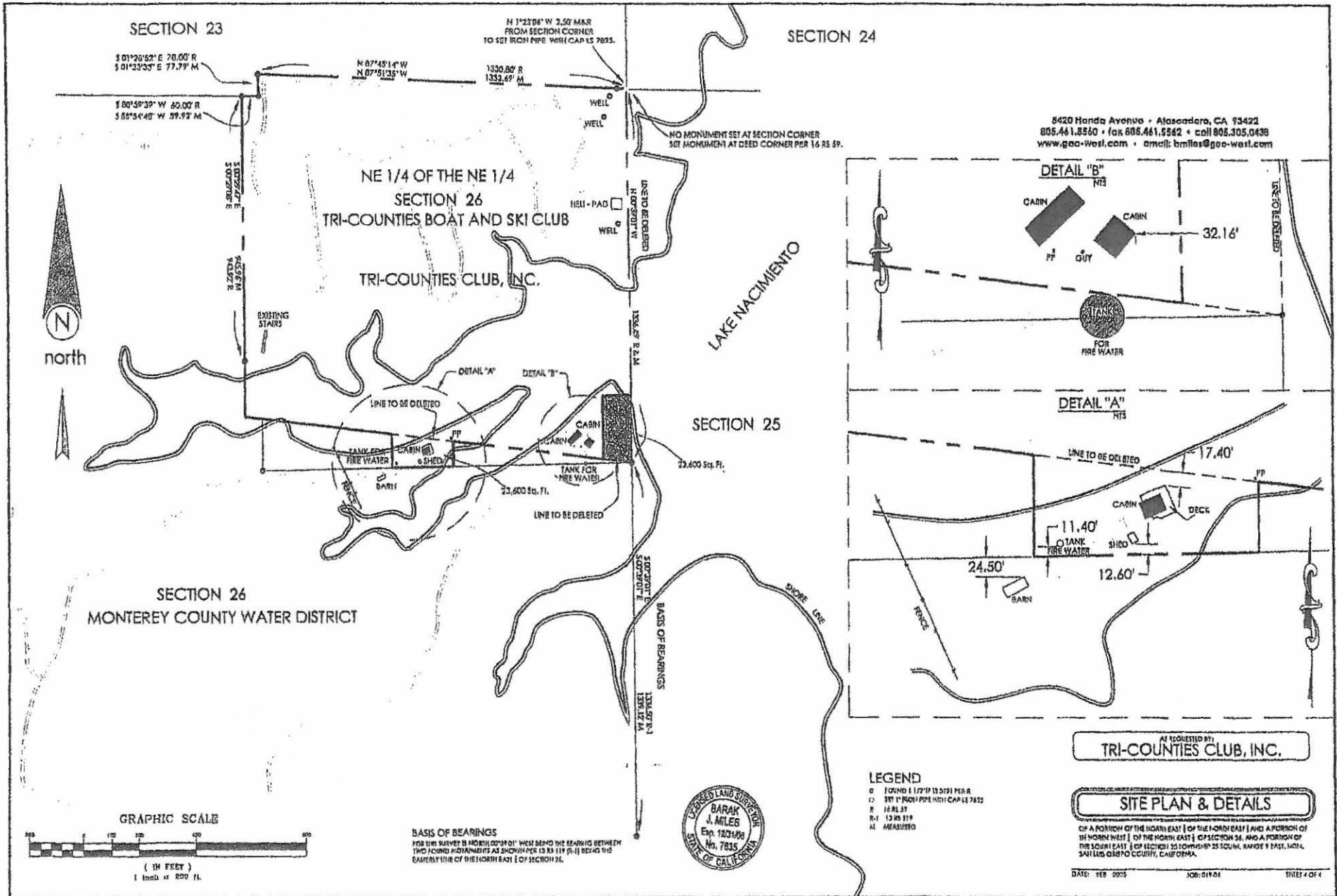


( IN FEET )  
 1 inch = 200 ft.

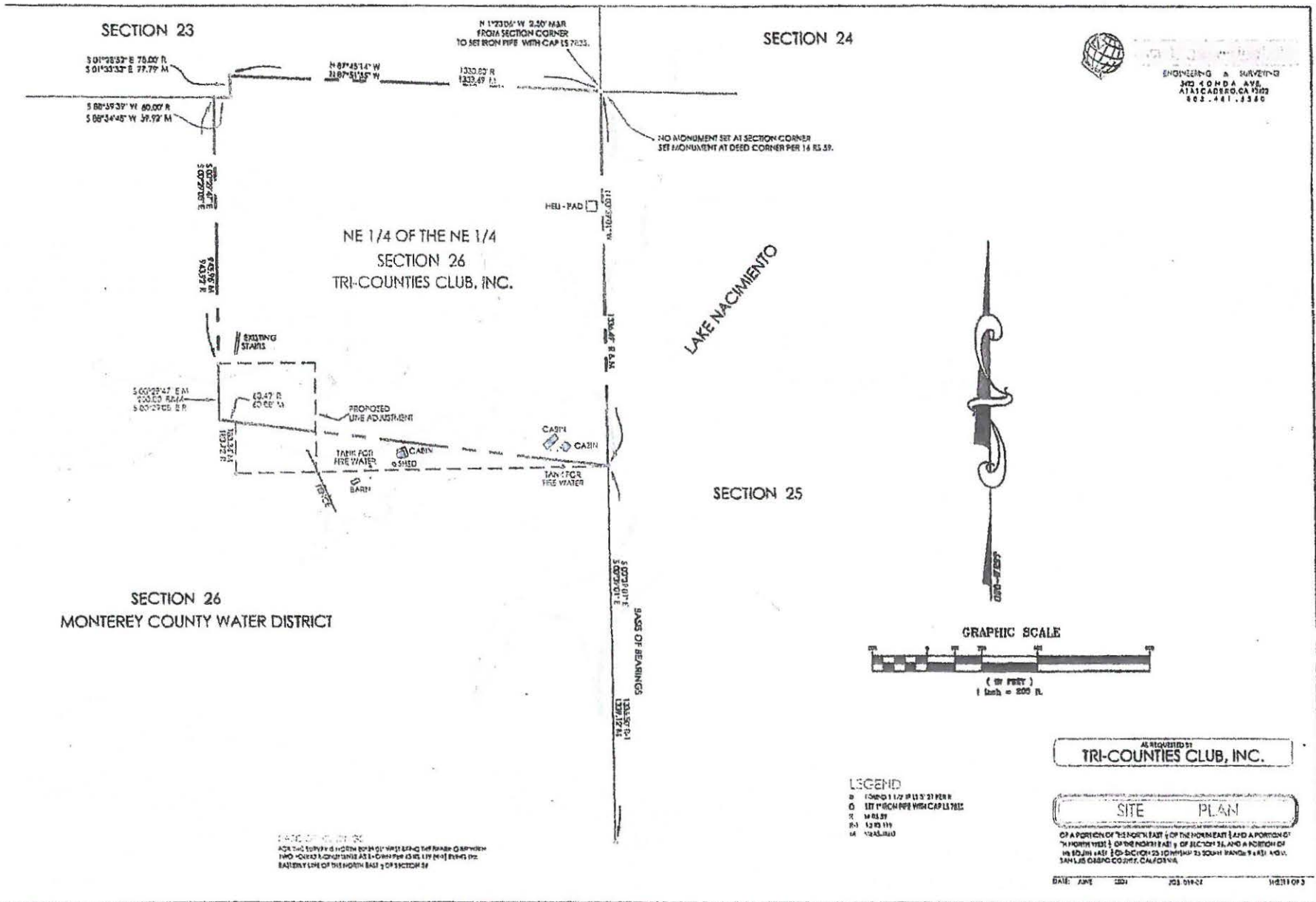
AS REQUESTED BY  
**TRI-COUNTIES CLUB, INC.**

OF A PORTION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 AND A PORTION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 26, AND A PORTION OF THE SOUTH EAST 1/4 OF SECTION 23 TOWNSHIP 25 SOUTH, RANGE 9 EAST, MDM, SAN LUIS OBISPO COUNTY, CALIFORNIA.

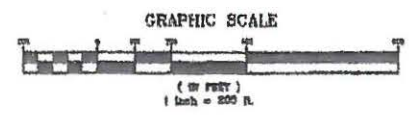
# EXHIBIT A2



# EXHIBIT B1



ENGINEERING & SURVEYING  
 342 FOND A AVE  
 ATASCADERO, CA 93522  
 805.441.3340



AS REQUIRED BY  
**TRI-COUNTIES CLUB, INC.**

**SITE PLAN**

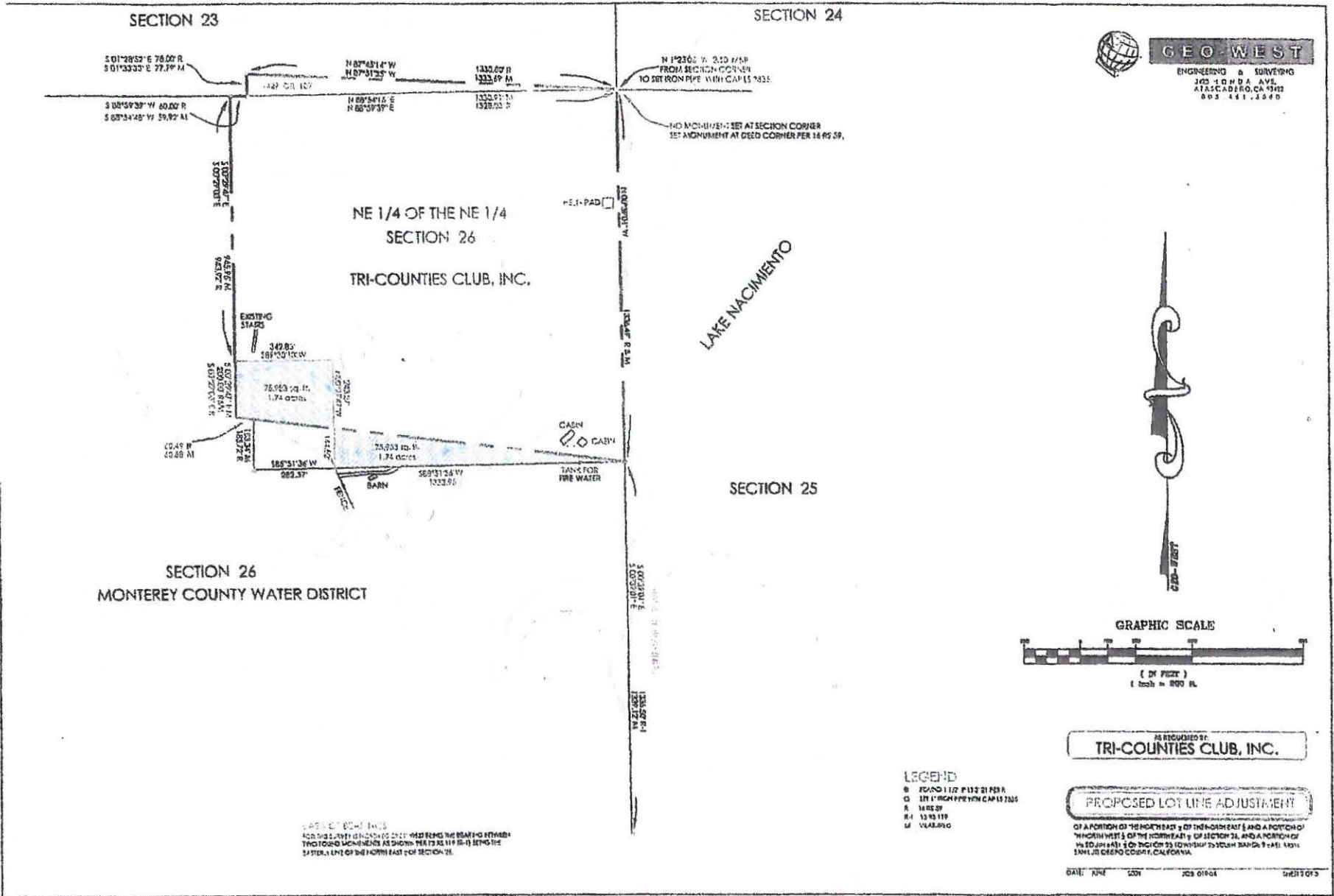
OF A PORTION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 26, AND A PORTION OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 25 SOUTH RANGE 9 WEST AND 1/4, SAN JUAN BAPTIST CO. DIST., CALIFORNIA.

DATE: JUNE 2001 JOB: 014-01 DRAWING: 10311 OF 3

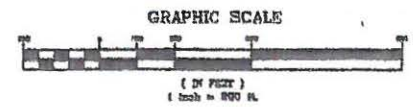
DATE OF SURVEY: 06/01/01  
 ALL THE SURVEY IS BASED ON THE 1983 NAD 83 DATUM. THE BEARING OF ANY LINE IS BASED ON THE 1983 NAD 83 DATUM. THE BEARING OF ANY LINE IS BASED ON THE 1983 NAD 83 DATUM. THE BEARING OF ANY LINE IS BASED ON THE 1983 NAD 83 DATUM.

- LEGEND
- CORNER 1 1/2" IR 1 1/2" DI PER 11
  - 1 1/2" IR 1 1/2" DI PER 11
  - 1 1/2" IR 1 1/2" DI PER 11
  - 1 1/2" IR 1 1/2" DI PER 11
  - 1 1/2" IR 1 1/2" DI PER 11

# EXHIBIT B2



**GEO WEST**  
 ENGINEERING & SURVEYING  
 305 100th AVE.  
 ATASCADERO, CA 93522  
 805 441-1590



AS REQUESTED BY:  
**TRI-COUNTIES CLUB, INC.**

- LEGEND**
- FOUND 1 1/2" P.I. 21 21 21 21
  - 1 1/2" IRON PIPE WITH CAP 15 15 15
  - A. 1/4" IRON PIPE
  - B. 1/2" IRON PIPE
  - M. 1/4" IRON PIPE

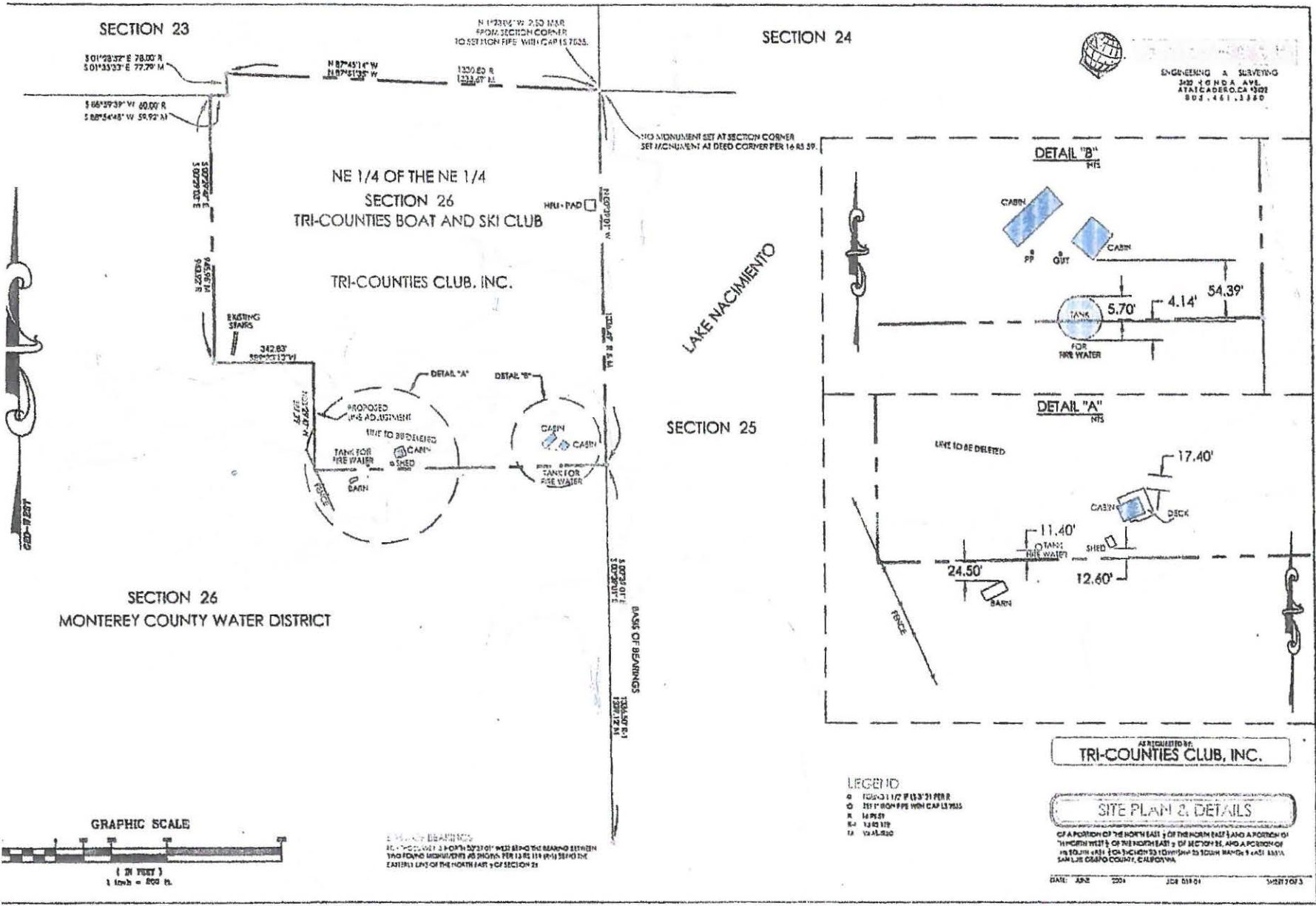
**PROPOSED LOT LINE ADJUSTMENT**

OF A PORTION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 AND A PORTION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 26, AND A PORTION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 25 NORTH RANGE 9 EAST, SAN JUAN BAPTIST COUNTY, CALIFORNIA.

FOR THE RECORD: THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MEASUREMENT ACT AND THE SURVEYING ACT. THE FOUND MONUMENTS AS SHOWN HEREIN ARE BEING SET AS A PART OF THE NORTH EAST 1/4 OF SECTION 26.

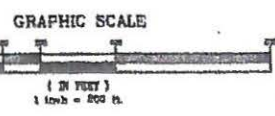


# EXHIBIT B3



ENGINEERING & SURVEYING  
 300 GONDA AVE  
 ATASCADERO, CA 95322  
 805.461.3330

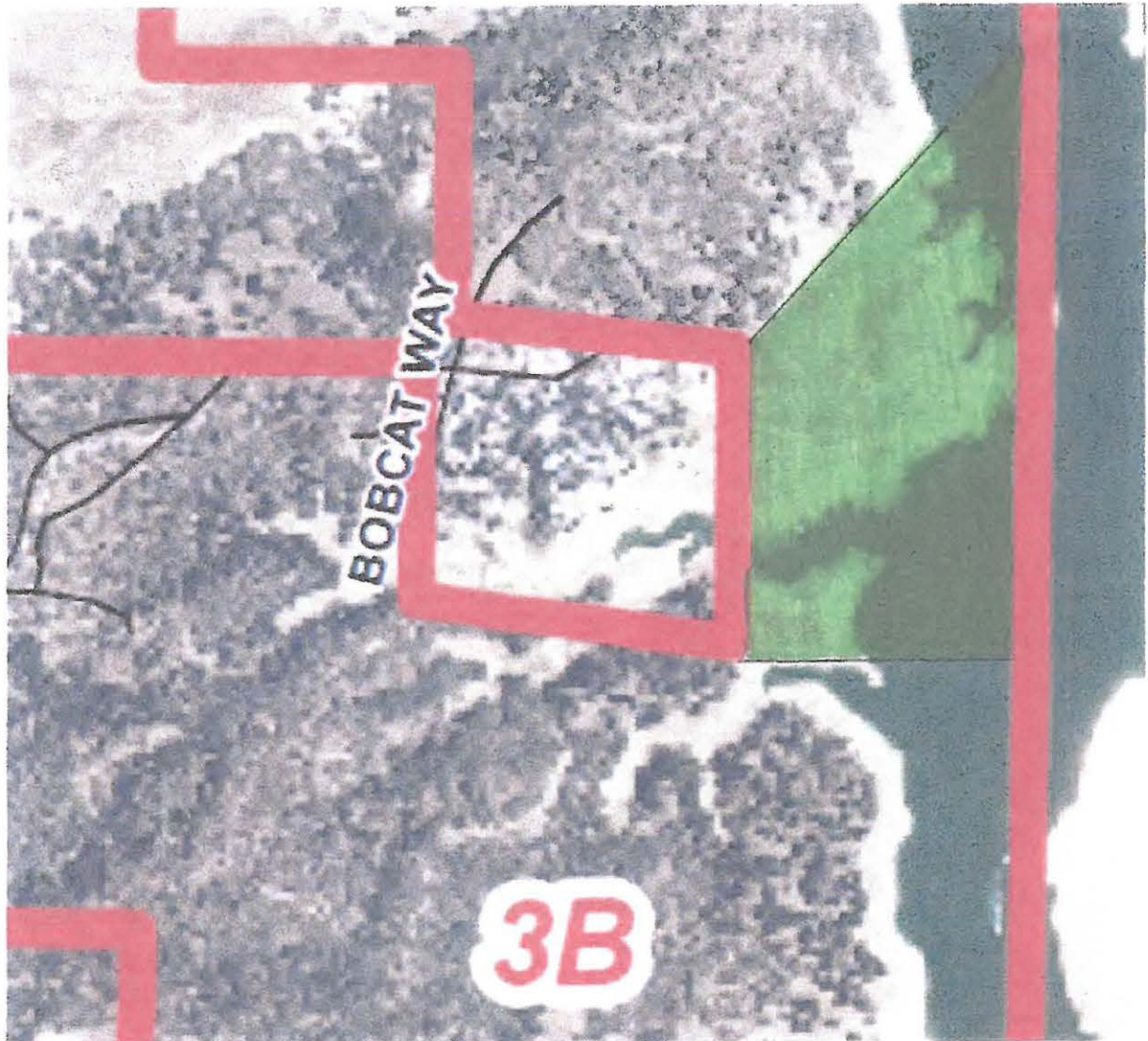
200-17287



BASE OF BEARINGS  
 IS TO CORNER 1/4 OF THE NE 1/4 OF SECTION 26 BEHIND THE BEARING BETWEEN THE POINT MONUMENTS AS SHOWN PER 12 AS 118 (R) BEHIND THE EASTLY LINE OF THE NORTH EAST 1/4 OF SECTION 25



**EXHIBIT C2**



**The 40 acre square in the middle of Grazing Lease 3B is Tri Counties Club property. The area shaded in green is the area Tri Counties Club requests a long term lease with MCWRA.**

# EXHIBIT D1

OFFICE OF COUNTY RECORDER

DOC. NO. **15531**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL.

APR 4 1977

WILLIAM E. ZIMARIK  
COUNTY RECORDER

TIME **11:43 AM**

Recording Requested By  
WEST & FAVOR  
And When Recorded Mail To:  
WEST & FAVOR  
205 East Carrillo Street  
Santa Barbara, CA 93101

Mail Tax Statements To:  
Not Applicable

Documentary Transfer tax \$ 0  
\_\_\_ Computed on full value of property conveyed, or  
\_\_\_ Computed on full value less liens & encumbrances remaining thereon at time of sale

NO NEW CONSIDERATION

Bruce H. Singman  
Signature of Declarant or Agent determining tax-firm name

Unincorporated area  
\_\_\_ City of \_\_\_\_\_

GRANT DEED

OF EASEMENT

FOR A VALUABLE CONSIDERATION, the undertaking of which is hereinafter set forth,

BRUCE H. SINGMAN, an individual,

hereinafter referred to as "Grantor", hereby GRANTS to RUNNING DEER RANCH COMPANY, a non-profit California corporation, hereinafter referred to as "Grantee", as Trustee for the respective record owners of all parcels on the Map filed in Book 16, Page 5 of Records of Surveys, and the respective owners of the parcels contained within that certain property set forth on Exhibit "B" attached hereto and made a part hereof, in severalty and upon the same tenure as their respective interests appear of record,

AN EASEMENT, right and right of way over, across and under that real property in the County of San Luis Obispo, State of California, described as:

That certain land described in Exhibit "A" attached hereto and made a part hereof.

NATURE OF EASEMENT, right and right of way:

The nature of the easement, right and right of way created hereby is:

1. To provide access to and from the waters of Lake Nacimiento;
2. To moor, fasten, secure, tie up and maintain boats, boat docks and docking facilities;
3. Picnicking;
4. Temporary parking of vehicles and boat trailers while using the rights granted hereunder.

GRANT DEED

OF EASEMENT

(continued)

CONSIDERATION:

In consideration for the Grant of this Easement, GRANTEE will assume and pay all taxes, assessments and other costs or charges of any nature whatsoever arising out of the ownership and use of that certain land set forth in Exhibit "A" attached hereto and shall pay and hold BRUCE SINGMAN harmless from all liabilities against or arising out of the use of that certain land set forth in Exhibit "A" attached hereto, including, but not limited to Public Liability, Property Damage and Mechanics Liens.

With respect to the payment by Grantee to Grantor of such taxes and assessments, it is understood that the land described in Exhibit "A", hereinafter referred to as "Easement Parcel", is a portion of a larger parcel of land and that such taxes and assessments will probably be levied upon the entire parcel of which the Easement Parcel is a part. Accordingly, the amount of taxes and assessments payable by Grantee to Grantor shall be that proportion thereof which the square footage contained within the Easement Parcel bears to the square footage of land contained in such larger parcel. If the larger parcel of land of which the Easement Parcel is a part shall be divided into two or more parcels, the taxes and assessments shall be allocated in that proportion that the value of that portion underlying the Easement Parcel shall bear to the value of the larger parcel of which it is then a part. In such event Grantor and Grantee shall meet promptly and endeavor to agree upon the applicable values, but if they shall be unable to agree, the values shall be determined by appraisal as hereinafter provided. If the values shall be determined by appraisal, Grantor and Grantee shall each appoint an appraiser and the two appraisers so appointed shall appoint a third appraiser. The three appraisers so appointed shall meet and determine the applicable values. The decision of any two of the three appraisers so appointed shall be binding and conclusive upon the parties. Grantor shall provide to Grantee a copy of the tax statement or statements evidencing the amount of such taxes and assessments and Grantee shall pay the applicable amount to Grantor within thirty days after the receipt thereof. Grantor agrees to timely pay such taxes and assessments.

CONDITIONS:

This Grant is made and accepted subject to the following conditions:

1. There shall be no camping, or overnight parking on the land set forth in Exhibit "A";
2. The land set forth in Exhibit "A" shall not be used in any manner contrary to the laws of the United States, the State of California, or any political sub-division thereof;
3. There shall be no removal of trees or other acts of waste upon the land set forth in Exhibit "A";

GRANT DEED

OF EASEMENT

(continued)

4. Any and all boat docks constructed upon or appurtenant to the land set forth in Exhibit "A" shall meet all requirements of all building, licensing and regulatory agencies;

5. Any person, persons or entity constructing, operating or owning any such boat docks as described in number 4 above, shall provide adequate public liability and property damage insurance to hold BRUCE H. SINGMAN harmless from any liability arising out of the operation or use of said boat docks.

6. No storage sheds shall be constructed or maintained upon the land described in Exhibit "A" by individual property owners or by any other person without the written approval of RUNNING DEER RANCH COMPANY after a majority vote of its Board of Directors.

7. No fires shall be made upon the land described in Exhibit "A" without the written permission of RUNNING DEER RANCH COMPANY after a majority vote of its Board of Directors.

8. RUNNING DEER RANCH COMPANY hereby agrees: (a) to maintain the easement area in a clean and orderly manner, at its expense, and not to permit litter to accumulate thereon; and (b) to take all reasonable and necessary steps to preclude any uncontained fires within said easement area.

9. It is anticipated that the number of persons making active use of the Easement, right and right of way created hereunder will increase so that the circumstances relevant to such use will change. These anticipated changes will make it necessary and desirable that the exercise of the rights granted hereunder be regulated, controlled and restricted in an orderly fashion in order that all persons entitled to exercise them be afforded a reasonable opportunity to do so. It is for this reason that this Grant of Easement is made to RUNNING DEER RANCH COMPANY, in trust, so that said company which will ultimately be controlled by all owners of land benefited hereunder, may provide a common vehicle for the regulation, control and/or restriction of use thereof for the common benefit of all such owners. Accordingly, any owner of a parcel of land to be served and benefited by this Easement, right and right of way, must, as a condition precedent to such owner's right to the use thereof, be a member of good standing of the RUNNING DEER RANCH COMPANY and must have executed a written Agreement with Grantee containing such terms, provisions and conditions as may be required by Grantee. The determination of whether a person is a "member of good standing" shall be made by reference to the provisions of the Articles of Incorporation and/or By-Laws of RUNNING DEER RANCH COMPANY.

POWER OF TERMINATION:

Upon the failure of any of the conditions enumerated hereinabove, or the undertakings that form the consideration for this Grant, BRUCE H. SINGMAN shall have the right and power, at his election, to immediately terminate this Grant, however, the exercise of such right and power of termination by BRUCE H. SINGMAN shall in no way bar, extinguish or in any other way preclude BRUCE H. SINGMAN from exercising

GRANT DEED

OF EASEMENT

(continued)

any rights he has to recover from RUNNING DEER RANCH COMPANY, or any other person, persons, or entity, any damages he has incurred as a result of the failure of said conditions or undertaking.

SUCCESSORS:

This Grant of Easement and each and all of its provisions shall be binding upon and inure to the benefit of Grantor and Grantee and their respective Successors and Assigns. The term "Grantor" shall mean Grantor and/or any subsequent owner or owners of the parcel of land of which the Easement Parcel is a part whenever the use of said term in this context shall apply.

DATED: DECEMBER 30, 1976.

  
BRUCE H. SINGMAN

ACCEPTED BY:

RUNNING DEER RANCH COMPANY, a  
non-profit California corporation

By   
Lester A. West  
President

By   
Secretary

GRANT DEED

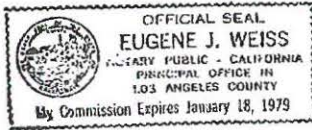
OF EASEMENT

(continued)

STATE OF CALIFORNIA     )  
                                  ) ss.  
COUNTY OF LOS ANGELES )

On December 30, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE H. SINGMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for  
said County and State  
Eugene J. Weiss  
(Name typed or printed)

STATE OF CALIFORNIA     )  
                                  ) ss.  
COUNTY OF LOS ANGELES )

On 28 MARCH, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES T. BOWMAN, known to me to be the President, and SECRETARY, known to me to be the Secretary of RUNNING DEER RANCH COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument, pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for  
said County and State  
M. CHRISTINE FIELDS  
(Name typed or printed)



EXHIBIT "A"

That portion of Parcel 9 as shown on a map recorded in Book 16, Page 5 of Record of Surveys, in the County of San Luis Obispo, State of California, being within Section 36 of Township 25 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northwest corner of said Parcel 9; thence South  $6^{\circ} 21' 30''$  East, along the Westerly line of said Parcel, 348.56 feet, to the beginning of a curve concave to the West with a radius of 702.23 feet; thence through an angle of  $30^{\circ} 46' 09''$  a distance of 377.11 feet, to a reverse curve concave to the East with a radius of 545.35 feet; thence along said curve, through an angle of  $17^{\circ} 24' 39''$  a distance of 165.72 feet; thence, leaving the Westerly line of said Parcel 9, North  $61^{\circ} 30' 00''$  East, a distance of 598.00 feet; thence North 287.00 feet; thence North  $69^{\circ} 02' 00''$  East, a distance of 841.13 feet, to a point on the North line of said Parcel 9; thence West, along said Northerly line, 1,246.43 feet, to the TRUE POINT OF BEGINNING.

STATE OF CALIFORNIA }  
COUNTY OF SANTA BARBARA } ss

On January 14, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared LESTER A. WEST, known to me to be the President of RUNNING DEER RANCH COMPANY, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument, pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



*Michael J. Horduff*  
Notary Public in and for said State

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss

On 28 MARCH, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES BOWMAN, known to me to be the Secretary of RUNNING DEER RANCH COMPANY, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument, pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



*M. Christine Fields*  
Notary Public in and for said State

END OF DOCUMENT

REVOL 1968 PAGE 624

# SCUTTLEBUTT

October 2015

November Gate Code: #1125 as of November 2<sup>nd</sup>.

The annual membership meeting is on Monday November 16, 2014 at the Lemos Party Barn. 6:00 p.m. is Happy Hour and the Potluck. The meeting starts at 7:00 p.m. (We're starting everything a half hour early as there is a LOT of items on the agenda. We will be voting for new Board Members, and also be voting on the Kimballs who are in the process of buying Sally McInerney's site #57 among other items. As usual, local members bring a hot dish, those from out of town (north of SLO and south of Santa Maria) please bring a salad or dessert.

## New Member VOTE in November:

Your Board and the Membership Committee have both approved the application for a new Member who wishes to purchase Sally McInerney's, lot #57. Jay and Kerry Kimball from Atascadero will be attending the November 16, 2015 Annual Meeting for the VOTE. They are personal friends with many Members in the Club. Please plan to attend the meeting to cast your vote and to welcome them.

## Open Board Positions for 2016:

Have fun getting more involved with Tri-Counties and provide a valuable service for all of our Members by serving on the Board. It is interesting work. You get an in-depth view of the organization while meeting lots of new folks and making lasting friendships. Dive in - the water's great! Nominations will close during our November 16, 2015 annual meeting and next year's Board will be elected.

Commodore - Open

Rear Commodore - Open

Treasurer - Open

Finance Director - Open

Activities Director - Open

Publicity Director - Open

Vice Commodore – Bruce Talbert will be serving year two of his term

Membership Director – Paula Wilson will be serving year two of her term

Secretary – Katie Stasell will start the first full year of her term

## Roster Changes

If you have changes or corrections to the club roster, please send them in to Wendy Carames as soon as possible. The members of the roster committee are attempting to get the roster ready for printing in December and have it ready to send to the members in January. **PLEASE GET YOUR CHANGES IN TO WENDY ASAP!** Thank you!

## Your Board is Recommending a \$200 Dues Increase for 2016:

Just as costs for living in your own home increase, annually the cost for operating the Club increases. Suppliers such as PGE increase the cost for energy and the cost of supplies to do repairs increase, as two examples. In addition as the complexity of operations at the Club increases so do the costs. Operating our water system has added expenses such as an air card with Verizon and consultations and repairs with Fluid Resource Management. Although dues for the Club have historically been kept very low, in some years when there are added repairs for example, or property taxes that need to have both payments made in the same year, the budget

runs very thin and two years ago with the Deep Freeze and broken pipes and equipment, the budget ran in the red. After months of deliberation and a review of past years' budgets, your Board is recommending a \$200 increase in the Dues for 2016 bringing the cost of dues from \$600 to \$800 annually. Financially that amounts to an increase of \$16.60 per month. The Board considers \$50 of that increase monies that will go towards the maintenance of our water system. That amounts to \$4.16 per month for having water – can you have water for that price at your own home? In addition, new funds need to be available to improve our Club, not just for maintenance. As an example we are currently negotiating with Monterey County Water Resources Agency to lease the lower flats in order to have access to our lower ramp and docks when the water recedes. We cannot predict what that lease will cost but we must be prepared. Just as in your own lives and in your own homes, nothing is static at the Club. Your Board continues to be fiscally prudent. Our recommendation comes with deliberation and consideration of what is in the best interest for every Member. More information will be provided during the November annual meeting where a vote will be cast. Please plan to attend. Your vote counts.

#### **Construction of a Permanent, Shaded, BBQ Structure:**

Included in the 2016 budget are funds ear-marked to build a permanent and shaded BBQ structure using our current BBQ. It is designed to be an open-air structure with a metal roof that vents the smoke up into the air. Built on a concrete slab, with a small preparation area and sink, the structure will provide the Rear Commodore as well as all Members with a comfortable BBQ area augmented with ample shade. It is designed to be low maintenance and to enhance the park area. As a part of the Park Master Plan, it will be an asset for all Members and when the mercury soars, provide a better alternative and welcomed shade for the BBQ crew - for both Club and private Member functions.

#### **REMINDER**

Recently, after the weekend, Bill and Toni discovered a leak in the park area. They checked the shut off valve for the club bathroom and found it on. They turned off the valve and came back a few minutes later and found the water from the leak had dried up. The park area is connected to the water line to the club bathrooms, so it is vital that you remember to tell your guests to turn off the water and remember to shut it off yourselves when you use the bathrooms. We could have lost a LOT of valuable water if our two residents hadn't found the valve on. **PLEASE REMEMBER TO SHUT OFF THE WATER TO THE BATHROOM AFTER YOU'VE USED IT!**

#### **Ice Machine Behind the Kitchen**

The ice machine behind the kitchen has been shut off for the winter season. The ice maker at the club library is still on and doing a great job of producing ice. The cooler in the kitchen has also been shut down. Please note that they are shut down and not broken.

#### **Leaves and trimmings on the flats!**

Please remember with the high fire danger levels tree and brush trimmings, and weeds are **NOT** allowed to be placed down on the flats. We are **NOT** allowed to have a burn pile because of the drought and it is very unlikely that we would have permission to burn even after the drought, so we cannot dump on the flats. Please understand that the Board wouldn't leave the club in a situation where we would pile up our green waste on our lots so it is currently working on an alternate way of disposing with the trimmings and other green waste. Leaves that are taken down to the flats **HAVE** to be raked flat and **NOT** left in a pile where you dump them. It only takes a couple extra minutes to rake the leaves flat and it not only leaves a better appearance on the flats but it is less likely to aggravate Monterey County (right now we don't want to do anything to aggravate Monterey County).

**PLEASE RAKE YOUR LEAVES FLAT WHEN YOU DUMP THEM ON THE FLATS!**

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## **LAST WORK PARTY OF THE YEAR**

The last work party of 2015 will be on October 31<sup>st</sup>. This is your last chance to earn your work hours before January 1<sup>st</sup> and avoid paying for unworked work hours. More information about the work party will follow.

## **NEEDED FOR SNRA FRONT GATE MAINTENCE**

### **Front Gate Maintenance Assistant Needed**

Carl Steinkraus and Jerry Ahrens have been maintaining the Main Gate, lights and security cameras on a volunteer basis for many years now. And they have been a darned fine team. But now Jerry and Doris have moved to San Luis Obispo, and though they will be here often, Jerry won't be available all the time. Carl knows quite a lot about how to keep all the parts and pieces working, but he'd like someone (or ones) to help him. He is specifically looking for someone with some electrical experience, someone who welds and has some equipment, a skilled on-line researcher to find parts, etc. and someone to take over the whole digital camera system. **Contact Carl at 237-1182.**



### **Speed Reminder for Club**

The club speed limit is 10mph. The limit is in place because of the children, members and critters that can be in the road. With loose gravel and sand on the roads it makes it hard to stop quickly if something darts into the road in front of you. Slowing down will only add a couple minutes to your journey. Please take it slow and watch for children, dogs, cats, and deer.

### **Lost and found**

Did anyone happen to lose a rod and reel down at the flats? If so, contact Toni LoCicero (237-0607) and identify.

## **TRI COUNTIES CLUB RULES**

### **MEETING RULES AND PROCEDURES**

1. Membership meetings and special meetings will be called to order at the specified time and place as listed in the Membership Directory and/or the Scuttlebutt with a quorum of at least 25 members present per Article II. Section's 13 and 14. (By-Laws)
2. Roll call will be taken at all Board meetings. A quorum of at least five Board Directors is required to transact business or seven directors for membership application per Article III. Section 6.
3. Board of Director Minutes of the previous meeting will be forwarded to board members for review prior to Board meetings.
4. The agenda will include reports from each Board member along with old business and new business items which may include back-up information.
5. Members who attend Board meetings will sign in and are allowed three minutes to address the Board.
6. Only written complaints and requests submitted in writing to Board Members will be considered.
7. Interruptions from non-Board Members will not be tolerated. When appropriate, a non-Board Member may be called upon for specific information or assistance. Inappropriate conduct by a non-Board Member during a Board meeting will be addressed by Board Members in accordance with the By-Laws.
8. The Board will keep electronic, digital and all copies of Board proceedings. All files will be stored in the sea train at Tri Counties Club.

### **SCOPE:**

1. Rules for Tri Counties Club apply to members and their guests and allow for the safe and orderly use of Member sites and services.
2. Members are responsible for any violations of Rules.
3. Members and guests will be aware of and follow Rules. A copy of the Rules will be made available for each Member.
4. Notices of changes to the Rules will be presented to the membership through the Scuttlebutt and/or at membership meetings. Rule changes may be made by the Board from time to time and will be brought before the membership for ratification at the next membership meeting.
5. In the following Rules, Tri Counties Club will be referred to as the "Club". Members will be referred to as "Members", and friends or relatives will be referred to as "guests". The Board of Directors will be referred to as the "Board".
6. All dues, assessments and fines are on a separate Fee Schedule revised as required and approved by the membership each year.

### **1. USE OF RIGHT-OF-WAY (PRIVATE ROAD FROM RUNNING DEER GATE TO THE CLUB)**

- A. No smoking on all roads.
- B. No littering on all roads.
- C. Misuse of the right-of-way by a Member or guest may involve action by the South Nacimiento Road Association (SNRA), San Luis Obispo County Sheriff's Department, Department of Fish and Game, or be the cause for forfeiture of the Member's rights and membership.

### **2. AUTOMATIC GATE USE**

- A. Each Member, spouse, or site-approved guest in good standing may be issued a card upon submission of application to the Board appointed "Gate Card Keeper" with a maximum of six cards per membership. Only one card will be issued to any one person. Check Fee Schedule for cost of the gate cards.

- B. Check the Fee Schedule to replace a lost or stolen card. Members are responsible for all cards issued to their site approved guests.
- C. Non site-approved guests are not allowed to have gate cards in their possession.
- D. Violation of Rule 2C will result in the deactivation of one or more cards belonging to the membership associated with the violation and will also fall under terms of Rule 20 and the respective penalties with that rule.
- E. Board approval is required to reactivate gate cards.
- F. Contractors may be issued a gate code upon Board approval.

### **3. USE OF THE CLUB BY GUESTS**

- A. Site-use privilege may not be used to stay or reside at the Club for more than 30 days.
- B. Site-approved guests are fathers, mothers, sons, daughters, current daughters-in-law and sons-in-law of the Member or spouse.
- C. Site-approved guests are limited to no more than two other families per outing or overnight stay unless approved by the Board.
- D. Members are responsible for the behavior and cleanup of guests. Guests must know and follow all Rules.
- E. No person under the age of 21 may stay overnight un-chaperoned.
- F. Day site-approved guests, ages 16 – 20, may use the Club site or the Club's facilities for day use only with a maximum of three guests without the Member present. Day site use is sunrise to sunset.
- G. Guests without site-use approval may not stay on the property without the Member present.
- H. Site-use approvals may be withdrawn immediately for violation of Club Rules or Bylaws.
- I. Alcoholic beverages will not be consumed by persons under the age of twenty-one.
- J. Possession and/or use of illegal drugs on Club property, docks, or right-of-way to the Club by Members or guests are not allowed.
- K. All Club members and guests will comply with the laws of the State of California while on Club property including, but not limited to, California Civil and Penal Codes.
- L. Members will obtain written approval by the Board before contractors may access or stay at the Club without the Member present.

### **4. COMPLAINTS ABOUT MEMBERS OR GUESTS VIOLATING RULES**

- A. Members who wish to register a complaint against another Member or their guest will present a written and signed formal complaint to the Board. (Communication is vital in all business and Club relationships. A written complaint should be employed as the last resort after exhausting all means of resolving issues between parties.)
- B. Members, against whom a complaint has been lodged, may appear before the Board in their defense.
- C. All letters written by the Board with regard to Rule violations will be personally delivered or sent by certified mail, return receipt requested. Board letters deposited in the U.S. Mail will be considered delivered.
- D. Violations will be dealt with by the Board in accordance with Rule 20.

### **5. HORSEPLAY, EXCESSIVE NOISE, DRINKING, PROFANITY, LEWD CONDUCT**

- A. No excessive noise past 10:00 p.m. except when Club activities are held. During those times, the curfew will be 12:00 midnight.
- B. No loud noise or work will be performed prior to 7:00 am.
- C. Vulgar language, music or lewd conduct will not be tolerated on Club property.
- D. Members and guests will practice respectful and courteous behavior at all times.
- E. Disruptive Members or guests at Club meetings or functions will be directed to cease and desist. If the conduct continues the Member/guest will be directed to leave. Further disciplinary action, including site use loss may be initiated.
- F. Bulk alcohol is not allowed in the BBQ area or park.

**6. CONTROL OF PETS, INJURY TO WILD ANIMALS, BIRDS, REPTILES, INSECTS**

- A. All pets will be on a leash or under the control of the owner.
- B. Wild animals, birds, reptiles, or insects will not be handled or molested. Chasing or harming wildlife (animals, fowl, etc.) is not permitted.
- C. Members may use their discretion concerning the killing of rattlesnakes, or the treatment of rodents and insects.

**7. USE OF FLOATS AND DOCKS**

- A. If shore space is available, Member docks are allowed on a "first come, first served" basis on Club property. No space may be saved or reserved except by actual occupation of the dock.
- B. No private dock shall be placed within thirty feet of either side of the Club launch ramp, measured from the edge of the ramp to the edge of the dock.
- C. Private docks shall not exceed twelve feet in shoreline width, except for those "grandfathered" docks belonging to Eric Gamble, David Gamble, Henry Ardantz, or their successors and assigns.
- D. Dock owners are responsible for securing their docks and for the safety of others' property.
- E. Members are responsible for licensing their docks with Monterey County.
- F. All docks are subject to Rules and may not be used by friends in absence of the Member or site-approved guest.
- G. A minimum of three (3) inch bold block lot numbers should be placed on the right hand side of the dock (when looking from the shore).

**8. UPPER LAUNCH RAMP AREA (ULRA)**

- A. The ULRA located above the upper launch ramp is Club common area but is designated for specific uses, including all non-road space beginning at the top of the launch ramp west to Raccoon Lane on both the north and south sides of the launch ramp road, not including the point south of Site 54. The point south of site 54 is Club open space and will not be used for parking or dock storage.
- B. No motorized vehicles, including golf carts and all terrain vehicles, may be parked beyond the designated signage at the launch ramp.
- C. At the end of Memorial Day weekend (May) all docks will be moved from the ULRA. From Memorial Day until Labor Day this area may be used for short term (less than three days) and day-use for vehicles, boat trailers, golf carts or other recreational vehicles.
- D. Docks left in the ULRA after Memorial Day will be removed at the Member's expense and placed in a Board-approved area.
- E. Effective Labor Day the ULRA may be used to store docks. All boats, trailers, jet skis or other watercraft will be stored on Member sites or the boat storage area at the Club entrance. Depending upon available space, day-use is allowed during this time.
- F. Watercraft will not be left in the ULRA for more than 3 days.
- G. Materials, i.e. blocks, stands, boards, or other debris not in immediate use will not be left in the ULRA.

**9. WATERCRAFT**

- A. All watercraft entering Club property must have a Club decal affixed to both the trailer and the watercraft. Decal location will be on the front left side of the trailer and watercraft (when facing forward). Failure to have a Club watercraft decal shall result in a fine.
- B. Watercraft eligible to receive a Club watercraft decal shall be owned by a Member, a Member's spouse, or a site-approved guest.
- C. Watercraft decals will be issued to Members and/or their site-approved guests by the Club Watercraft Record Clerk appointed by the Board. A copy of the DMV Registration or the DMV Certificate of Ownership is required and will be maintained by the Club. Decal fees for Members and guests appear on the Fee Schedule.
- D. Watercraft owned in partnership with a Club member will be issued a site-approved guest boat decal at the site-approved guest fee and will follow parking or storage Rules for site-approved guest watercraft.



- E. Site-approved guests, properly registered watercraft shall not be stored on Club common areas upon the owner's departure from the Club.
- F. Site-approved guests are limited to one registered boat or two registered jet skies and their trailers at the Club.
- G. Members are limited to no more than five registered watercraft and their trailers at the Club.
- H. Watercraft stored or used on Club property will have current liability insurance.
- I. All watercraft must have a mussel inspection certificate to launch at the Club or be a member of the Resident Vessel Program.
- J. Members and guests will comply with Nacimiento Lake and Monterey County Boating Rules. (Contact the Nacimiento Marina for details).
- K. Members and guests will adhere to five miles per hour and a wakeless speed limit in the Club channel. These areas will be posted.
- L. No skiing in or out of the Club channel.

#### **10. COVERED BOAT STORAGE**

- A. Covered boat storage units shall be rented per the Fee Schedule on an annual basis due May 1 and delinquent on June 1 each year.
- B. Fees will be paid on a yearly basis. The Board may change rental rates at any time.
- C. No unit shall be modified in any manner without Board approval. Approved alterations will become property of the Club.
- D. No sub-letting units
- E. Available units shall be rented on a lottery basis from a pool of potential tenants.
- F. All units shall be kept clean and free of debris.
- G. All tenants shall not impede or impose on neighboring tenants in any manner without prior tenant knowledge.

#### **11. FIREARMS, FIRST AID AND FIRE HAZARDS**

- A. No firearms will be discharged anywhere on Club property except in compliance with applicable state and federal regulations, including but not limited to BB guns, slingshots, and bows and arrows.
- B. Members will participate in weed and brush clearance throughout the year.
- C. Clearance around structures and roadways will be completed before Memorial Day each year in compliance with the California Department of Forestry (CDF).
- D. Continuous blowing of a horn is an emergency or a fire signal
- E. Weed or brush burning will conform to the CDF.

#### **12. MOTOR VEHICLES, INCLUDING ALL-TERRAIN VEHICLES, GOLF CARTS, MOTORIZED TWO-WHEELED VEHICLES, CHAIN SAWS, WEED WHACKERS, ETC. (SPEED, DUST, NOISE, UNSAFE USE, UNLICENSED DRIVERS)**

- A. Speed limit on Club property is not to exceed ten miles per hour.
- B. All motorized cycles will be equipped with an approved muffler and spark arrester while on Club property.
- C. Unlicensed drivers are not allowed to drive any vehicle, including golf carts, on Club property.
- D. Members are responsible for guests using vehicles on Club property.
- E. Members and guests will not use the roads for casual cruising. Reckless driving will be cause for loss of site use by the Member.
- F. DMV-rated motor vehicles must have current liability insurance to be stored or used on Club property. A copy of the liability insurance for vehicles will be included with annual dues. All non functioning vehicles will be removed from Club property.

#### **13. UNAUTHORIZED USE OF CLUB PROPERTY (TOOLS, MOTOR VEHICLES, ETC.)**

- A. Members who wish to use Club tools or equipment will contact a Board Member or send a written request to the Board.

- B. Prospective Members will be screened and interviewed by the Membership Committee. All applications will be received and reviewed by the Membership Chair who will confirm the transfer fee and confirm yearly dues, and work hours are in order.
- C. It is recommended that a qualified escrow be opened for the sale of a membership.
- D. The transfer fee will be deposited in the Club's bank account by the Treasurer upon membership approval.
- E. When a membership passes from one spouse to another, or to a child, accrued work hours for the previous five years will be retained with the membership.
- F. The selling Member will be assessed for prorated work hours due at the time of the transfer.
- G. All sets of keys and gate cards will be recalled from the selling Member along with (SNRA) access coders at the time of membership transfer.

#### **19. CLUB PROJECTS, WORK HOURS AND APPROVALS, YEARLY DUES AND ASSESSMENTS**

- A. Members are responsible for eight work hours per year on Club projects. Members or guests must work four of the required eight hours in the current year.
- B. Special projects that develop work hours must be approved by the Board or the assigned committee chairman.
- C. No Member shall be credited with more than four hours from another Member per calendar year. Members are limited to donating up to four hours per calendar year. Banked hours are not eligible for donation.
- D. Yearly dues must be received by the Club on or before April 1<sup>st</sup>. Assessments for delinquent work hours must be paid on or before April 1, following the year they were to be applied.
- E. Club dues and SNRA assessments are included in the Fee Schedule.
- F. Members will be charged for un-worked hours at the rate published in the Fee Schedule. Hours may be carried over from previous years except as stated in Rule 19A.
- G. Members will be credited for work hours by site-use individuals or guests spent on projects performed for the Club.

#### **20. VIOLATIONS OF RULES**

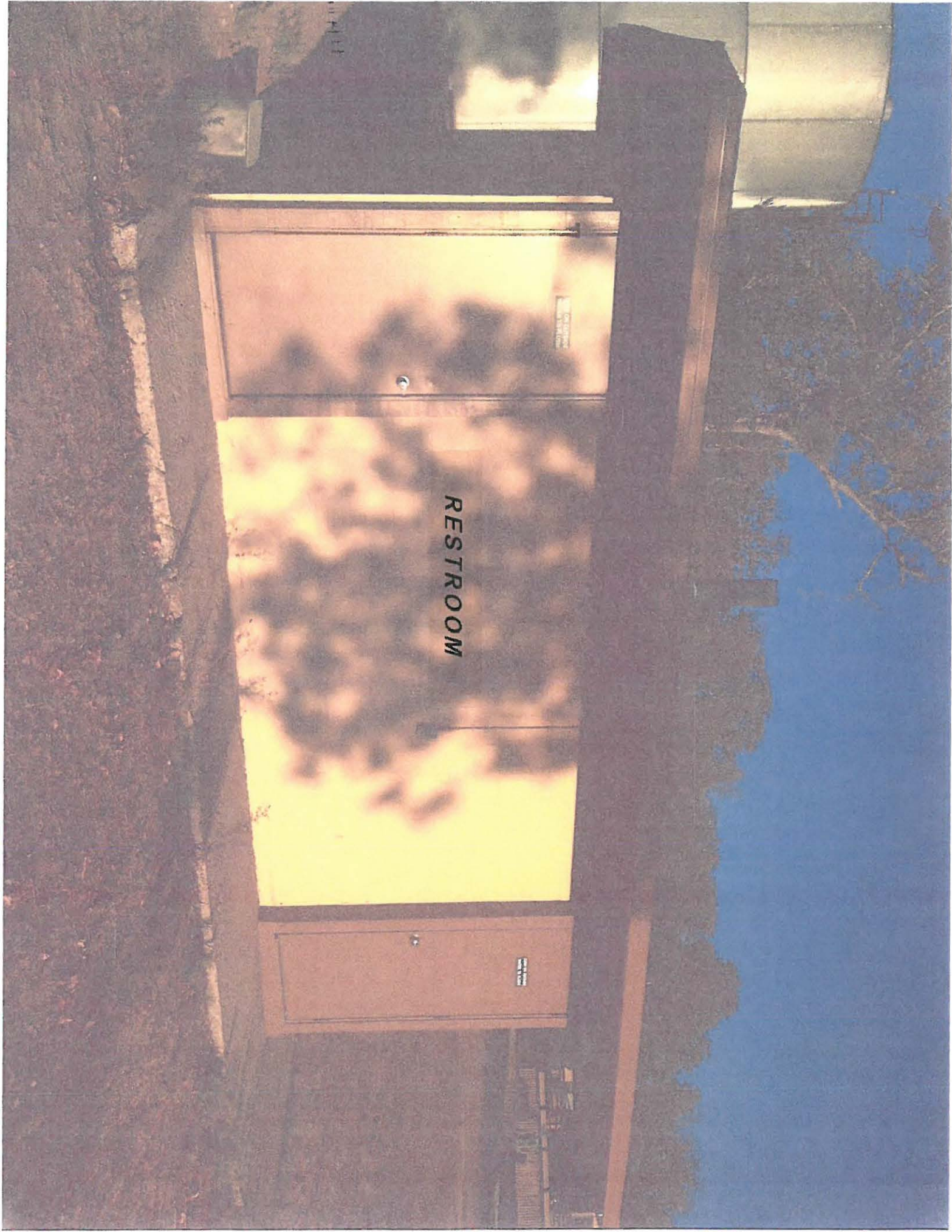
- A. Members shall be liable and responsible for their guests as well as themselves with regard to all Rules set forth herein.
- B. Members who violate the Rules set forth herein shall receive notice of such violation in accordance with Rule 4C. Guests who violate any of the Rules set forth herein shall be asked to leave the Club immediately with action taken on the Member per Rule 3H.
- C. Any Member who willfully ignores the directives of the Board shall be deemed in violation in accordance to those directives and how they pertain to the Rules and/or Bylaws.
- D. The Board may consider any evidence presented by Members accused of violations and shall determine whether the Member or their guests violated the Rules as set forth herein.
- E. If the Board determines a Member or their guest has violated a Rule as set forth herein, the Board will send a warning or may assess penalties against any Member for Rules violations within a contiguous 24month. Per the Fee Schedule.
- F. The Club and its Board shall be entitled to all costs and expenses, including attorneys' fees incurred in enforcing the Rules from the offending Member. These costs and expenses will be paid within 30 days of date of invoice.
- G. Fines not paid within the specified time will cause membership termination as per Article II, Section 4 of the By Laws.

## MEMBERSHIP DIRECTORY & CLUB RULES

### SCHEDULE OF FEES FOR 2015

All dues and fees are payable to TCC unless otherwise noted

- **CLUB DUES AND ASSESSMENTS: Rule 19D, 19F & 17F (due Jan 1)**
  - Tri Counties Club \$600.00
  - SNRA \$375.00
  - Permanent trailers/mobile homes \$15.00
  - Work hours (per hours for non-worked hours) \$100.00
  
- **MEMBERSHIP TRANSFER FEE: (due with membership application)**
  - Article II Section 1A & 10 of the Bylaws \$5000.00
  
- **GATE CARDS: Rule 2A & 2B (due when issued)**
  - The first card to the Member and/or Spouse in good standing \$0.00
  - Cards issued to a Site Approved Guest in good standing \$25.00
  - Each replacement card that is lost or stolen \$100.00
  - Running Deer Ranch Gate Opener (Payable to SNRA) \$20.00
  
- **WATERCRAFT: Rule 9A & 9C (due when issued)**
  - Member Decal fee per watercraft \$5.00
  - Guest Decal fee per watercraft \$25.00
  - No Club Decal – Fine \$500.00
  
- **COVERED BOAT STORAGE: Rule 10A (due May 1)**
  - 30' Unit (per year) \$400.00
  - 35' Unit (per year) \$500.00
  
- **VIOLATIONS: Rule 20E (due within 30 days of notice)**
  - First violation within 24 months \$100.00
  - Second violation within 24 months \$300.00
  - Third violation within 24 months \$500.00
    - Fourth Violation within 24 months Termination



HELIPAD

Restroom

