



PLANNING DEPARTMENT
Community Development Agency

County Administration Center
 810 Court Street • Jackson, CA 95642-2132
 Telephone: (209) 223-6380
 Website: www.amadorgov.org
 E-mail: planning@amadorgov.org

APPLICATION PROCEDURE FOR USE PERMIT

A Public Hearing before the Planning Commission will be scheduled after the following information has been completed and submitted to the Planning Department Office:

- ✓ 1. Complete the following:
 - Name of Applicant GERRY PINNIS
 - Mailing Address P.O. Box 980 PINE GROVE, CA 95665
 - Email:
 - Phone Number (209) 988-4379
 - Assessor Parcel Number 012-040-049-000
 - Use Permit Applied For:
 - Private Academic School
 - Private Nonprofit Recreational Facility
 - Public Building and Use(s)
 - Airport, Heliport
 - Cemetery
 - Radio, Television Transmission Tower
 - Club, Lodge, Fraternal Organization
 - Dump, Garbage Disposal Site
 - Church
 - OTHER RECREATIONAL VEHICLE PARK

- ✓ 2. Attach a letter explaining the purpose and need for the Use Permit.
- ✓ 3. Attach a copy of the deed of the property (can be obtained from the County Recorder's Office).
- ✓ 4. If Applicant is not the property owner, a consent letter must be attached.
- ✓ 5. Assessor Plat Map (can be obtained from the County Surveyor's Office).
6. Plot Plan (no larger than 11" X 17") of parcel showing location of request in relation to property lines, road easements, other structures, etc. (see Plot Plan Guidelines). Larger map(s) or plans may be submitted if a photo reduction is provided for notices, Staff Reports, etc. The need is for easy, mass reproduction.
- ✓ 7. Planning Department Filing Fee: \$1827 ^{JP} ^{CEQA} + 082 + * Cultural Resources
 Environmental Health Review Fee: \$
 Public Works Agency Review Fee: \$ ^{Hardway Study} ^{SD}
- ✓ 8. Complete an Environmental Information Form.
- ✓ 9. Sign Indemnification Form.

D. R. KETRON, PE

Mining & Civil Engineering
P.O. Box 12
VOLCANO. CA 95689
dketron@volcano.net

November 26, 2019

Chuck Beatty, Planning Director
Amador County Planning Department
810 Court Street
Jackson, CA 95642

Re: Goose Hill Minesite, APN 012-040-049-000

Dear Mr. Beatty:

On behalf of the owner I wish to present this information for a proposed Recreational Vehicle Park to be located at the site of the Goose Hill construction aggregate mine in the Buena Vista area of lone. The property consists of about 105 acres of which some 40 acres would be occupied by the recreational facility and the remaining 65 acres agricultural open space and wildlife habitat consistent with the current approved reclamation plan.

With the demise of the mining industry, restrictions on timber harvest, and the reduction in home construction, the County increasingly relies upon visitors and tourism to maintain an active economy. It is noted that there are few improved sites for transient recreational vehicles to remain while visitors take in the sights and activities of the County. Among them are the parks in Plymouth, the Rancheria, Pine Acres and seasonal Bear River Resort. A modern and fully-equipped park on the site of a closed mining operation will allow transient visitors time to linger and partake of fishing and boating at Lakes Pardee and Camanche, visit lone and Preston Castle, golf at Castle Oaks, ride the Amador Central, and visit nearby Harrah's.

The operation of such a Park meets the requirements of the Surface and Mining Act in that lands mined by surface mining be restored and maintained for a subsequent beneficial use. And it is noted that none of the existing Parks operate as a nuisance or to the detriment of the surrounding areas. In the contrary, the Park in Plymouth serves the County Fairgrounds and Shenandoah Valley wine industry; the Park at the Jackson Rancheria serves not only the Rancheria activities but sends visitors to Jackson, Sutter Creek and Volcano. Each visitor results in transient occupancy tax revenues to the local jurisdiction. In the present case, transient occupancy taxes would accrue to the County.

In addition, the increased development of the site over cattle grazing and wetlands will result in an increased revenue to the County through property taxes and the County's portion of sales taxes on expenditures during the visitors' stays. In these financial times, the revenues are not only welcome, but needed as well.

In summary, a fully-equipped recreational vehicle park will encourage transient visitors to stop and remain in the County, and thereby participate in an increasing and necessary visitor base.

I trust you will find this information in good order. Should you require additional information, please feel free to call or write at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "D. R. Ketron". The signature is stylized and cursive.

D. R. Ketron

cc: Gerry Ninnis

RECORDING REQUESTED BY

GERRY NINNIS

AND WHEN RECORDED MAIL TO

GERRY NINNIS
P.O. BOX 980
PINE GROVE, CA 95665



Amador County Recorder
Kimberly L. Grady

DOC- 2015-0007656-00

REQD BY GERRY NINNIS

Tuesday, OCT 13, 2015 15:17

Ttl Pd \$16.00

Nbr-0000272054

CT1/R1/1-2

A.P.N.: 012-040-049-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

(X) Unincorporated Area () City of IONE

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DEAN GERALD NINNIS, TRUSTEE OF THE DEAN GERALD NINNIS TRUST, DATED MAY 30, 2007**

Hereby GRANT(S) to **GERRY NINNIS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN AND DELINEATED ON "RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT FOR TNH/GLENMOOR II" FILED FOR RECORD ON MAY 15, 1995, IN BOOK 49 OF MAPS AT PAGE 11.

TOGETHER WITH THAT CERTAIN 100 FOOT ACCESS AND PUBLIC UTILITY EASEMENT AS SHOWN ON SAID MAP.

Dated: October 12, 2015

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

SIGNATURE PAGE:

THE DEAN GERALD NINNIS TRUST, DATED MAY 30, 2007

Dean Gerald Ninnis
DEAN GERALD NINNIS, TRUSTEE

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
COUNTY OF AMADOR

On 10-13-15 before me, M. Pagan, Notary Public, personally appeared Dean Gerald Ninnis

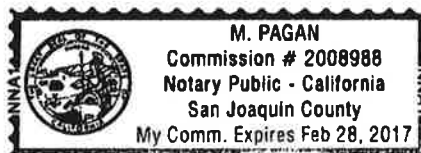
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature: _____

M. Pagan



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

END OF DOCUMENT

November 24, 2019

I, Gerry Ninnis authorize Doug Ketron to act in my behalf to file an appeal for zone change and permitting *GENERAL*
PLAN AMENDMENT APPLICATION & USE PERMIT FOR,
Thank you. *RV PARK*

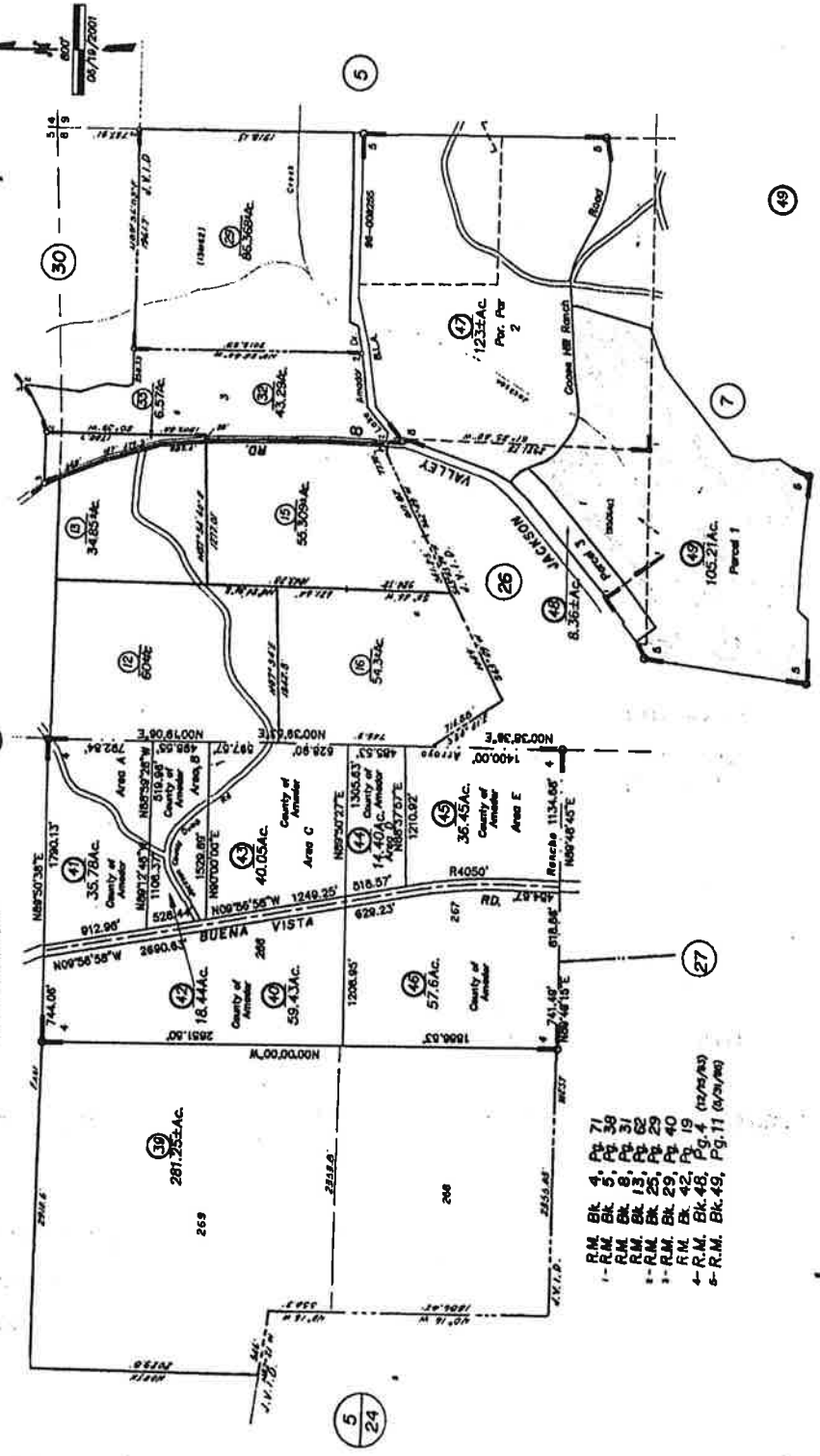


Gerry Ninnis

POR. RANCHO ARROYO SECO
POR. SECS 5 & 8, T.5N., R.10E., M.D.B.&M.

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property is as shown. No liability is assumed for the accuracy of the data delineated herein.

12-04



- R.M. Blk. 4, Pgs. 71
- 1-R.M. Blk. 5, Pgs. 39
- R.M. Blk. 8, Pgs. 31
- R.M. Blk. 13, Pgs. 62
- 1-R.M. Blk. 25, Pgs. 29
- 1-R.M. Blk. 29, Pgs. 40
- R.M. Blk. 42, Pgs. 19 (12/15/03)
- 4-R.M. Blk. 48, Pgs. 4 (12/15/03)
- 6-R.M. Blk. 49, Pgs. 11 (02/15/04)

Subject area highlighted in yellow.



ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant; use additional sheets as necessary.)
Attach plans, diagrams, etc. as appropriate.

GENERAL INFORMATION

Project Name: GOOSE HILL MINE / RV PARK

Date Filed: _____ File No. _____

Applicant/ Developer	<u>OWNER</u>	Landowner	<u>GERRY NINDIS</u>
Address	_____	Address	<u>P.O. BOX 980</u>
			<u>PINE GROVE, CA 95665</u>
Phone No.	_____	Phone No.	<u>(209) 988-4379</u>

Assessor Parcel Number(s) 012-040-049-000

Existing Zoning District _____

Existing General Plan _____

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state, and federal agencies: ZONE CHANGE.

CONDITIONAL USE PERMIT

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.

14. Industrial Projects: Indicate type, estimated employment per shift, and loading facilities.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required.

Environmental Information Form

Page 2

ADDITIONAL INFORMATION Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary).

YES NO


- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Change in existing features or any lakes or hills, or substantial alteration of ground contours. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. Change in scenic views or vistas from existing residential areas, public lands, or roads. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. Change in pattern, scale, or character of general area of project. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. Significant amounts of solid waste or litter. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. Change in dust, ash, smoke, fumes, or odors in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. Change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 23. Substantial change in existing noise or vibration levels in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. Site on filled land or has slopes of 10 percent or more. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Does this project have a relationship to a larger project or series of projects? |

ENVIRONMENTAL SETTING

- 29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned).
- 30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned).
- 31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date NOVEMBER 26, 2019



(Signature)
For GERRY NINNIS

Supplemental Environmental Information

Project Description:

1. Parcel size is 105.21 acres as depicted on that Record of Survey/Boundary Line Adjustment filed with the Amador County Recorder in Book 49 of Maps and Plats at Page 11.
2. There are no permanent structures on the site. Proposed structures may include a clubhouse and office (7000 square feet) and several toilet/shower outbuildings (350 square feet each)
3. All construction will be single story.
4. All parking will be on site. There will be no encroachment upon the County road other than the improved driveway.
5. Domestic water is sourced from on-site wells.
6. Sewage will be disposed on site via engineered septic systems.
7. A conceptual plan is attached.
8. At this time there is no proposed schedule of construction. The site is currently occupied by a construction aggregate operation, and at the cessation of mining and implementation reclamation activities, it is proposed to amend such reclamation to facilitate the development of a recreational vehicle park.
9. It is logical to presume the development of the park would be phased as demand for sites increased.
10. There are no associated projects.
11. There is no subdivision or land division intended or required for this proposed use.
12. This is not a residential project other than there may be living quarters for on-site staff. This would be limited to one unit.
13. This would be a commercial park for transitory recreational vehicles. It is estimated there might be a rotating occupancy of up to 100 recreational vehicles after the park matured and became established.

14. The industrial use of the property for the production of construction aggregates will cease prior to initiating construction of the subsequent beneficial use project.
15. Institutional uses are not proposed.
16. The project will require a Conditional Use Permit consistent with County ordinances. An amendment to the General Plan is required to allow the proper zoning for such a facility.
17. Grading and physical features will be consistent with the approved Reclamation Plan. The developed area of about 40 acres will be flat but improved with the facilities for the recreational vehicle park. The 63-acre portion not included in the park will be contoured in a manner consistent with the approved Reclamation Plan.
18. There will be no significant change in scenic view or vistas. Two existing residences across the County road will be opposite the undeveloped portion. Landscaping will provide a view from the County road which currently is screened by unkempt vegetation.
19. The change in the general area is from an industrial project producing construction aggregate to one of recreational uses. The remainder which is currently mined lands will be recontoured for ponds and cattle grazing.
20. There will be an increase of solid waste produced by visitors.
21. Dust and noise will be reduced as the mining ceases and the park utilizes paved and landscaped areas.
22. There will be no significant changes in water or water quality. The County will supervise the construction and maintenance of an engineered septic system and potable water will meet standards for a Transient Non-resident Water System.
23. Existing noise and vibration will decrease due to the cessation of mining and aggregate production.
24. It is anticipated that the only slopes exceeding ten percent will be the banks of the existing creek traversing the parcel.
25. There will be no hazardous materials on site.
26. There may be a slight increase for police and fire protection services, but due to the nature of visitors for recreational purposes, such increase is not significant. There will be no change in demand for other public services.

27. Total consumption of fossil fuels will substantially decrease as the current use of the site for the production of construction aggregates consumes significant energy, both fuels and electric.
28. There is no association with other projects. It is intended the project stands alone.
29. The project site lies within the flood plain of Jackson Creek and is underlain by gravels deposited over the geologic development of Jackson Valley. It has experienced substantial surface disturbance, first by mining for gold in the 1800's, and more recently for the construction aggregates. There is no undisturbed area. Jackson Creek traverses the site. Inactive portions have spontaneously revegetated with riparian growth. North and east of the site the ground slopes upward and is suitable for light grazing.
30. North and northeast of the site on the opposite side of Jackson Valley Road the land has been subdivided into nine parcels of about six acres each. Several of these have single-family dwellings, the closest of which is about one-quarter of a mile from the current mining operation.

To the immediate south is irrigated crop land. To the east is a subdivision with 40-acre parcels with the nearest residence some one-half mile distant. To the west the Buena Vista restaurant and store are about one-half mile distant and continuing to the west an additional one-quarter mile is The Oaks residential area.

31. There are no mine shafts or open hazardous excavations. Mining has been restricted to a horizon of alluvial sand and gravels with small, shallow pits remaining. The approved Reclamation Plan requires the area to be graded to eliminate any steep slopes resulting in an area for cattle grazing and riparian habitat.

INDEMNIFICATION

Project: GOOSE HILL RV PARK

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify, and hold harmless the County of Amador from any claim, action, or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating related to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to, damages, fees, and or costs, including attorneys' fees, awarded against County. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

2. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.

3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action, or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand, and agree to perform the obligations under this Indemnification.

Applicant:

Owner (if different than Applicant):

Signature


Signature



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

PHONE: (209) 223-6380
FAX: (209) 257-5002
WEBSITE: www.amadorgov.org
E-MAIL: planning@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

Date: JAN 23, 2020

RECEIVED

Authorization to conduct Economic Impact Analysis

JAN 23 2020

**AMADOR COUNTY
PLANNING DEPARTMENT**

Project: GOOSE HILL RV PARK

Applicant: GERRY NINNIS

Pursuant to Amador County Code Section 19.50.050, an Economic Impact Analysis is required for any commercial development greater than 5,000 sq. ft. This form authorizes the County to perform the study, with the services of a licensed professional qualified to conduct the study. The project applicant will be billed for professional services and the resulting Economic Impact Analysis for the project.

County Code Section

19.50.050 Economic impact analysis for new commercial development of five thousand square feet or more.

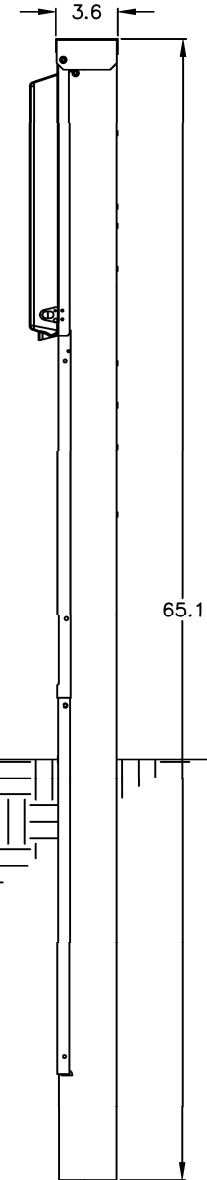
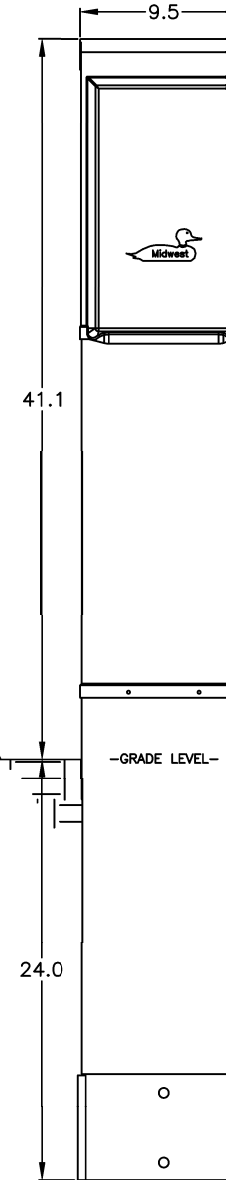
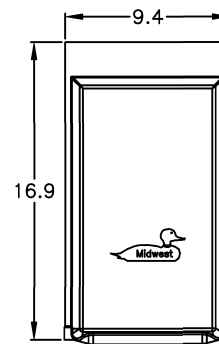
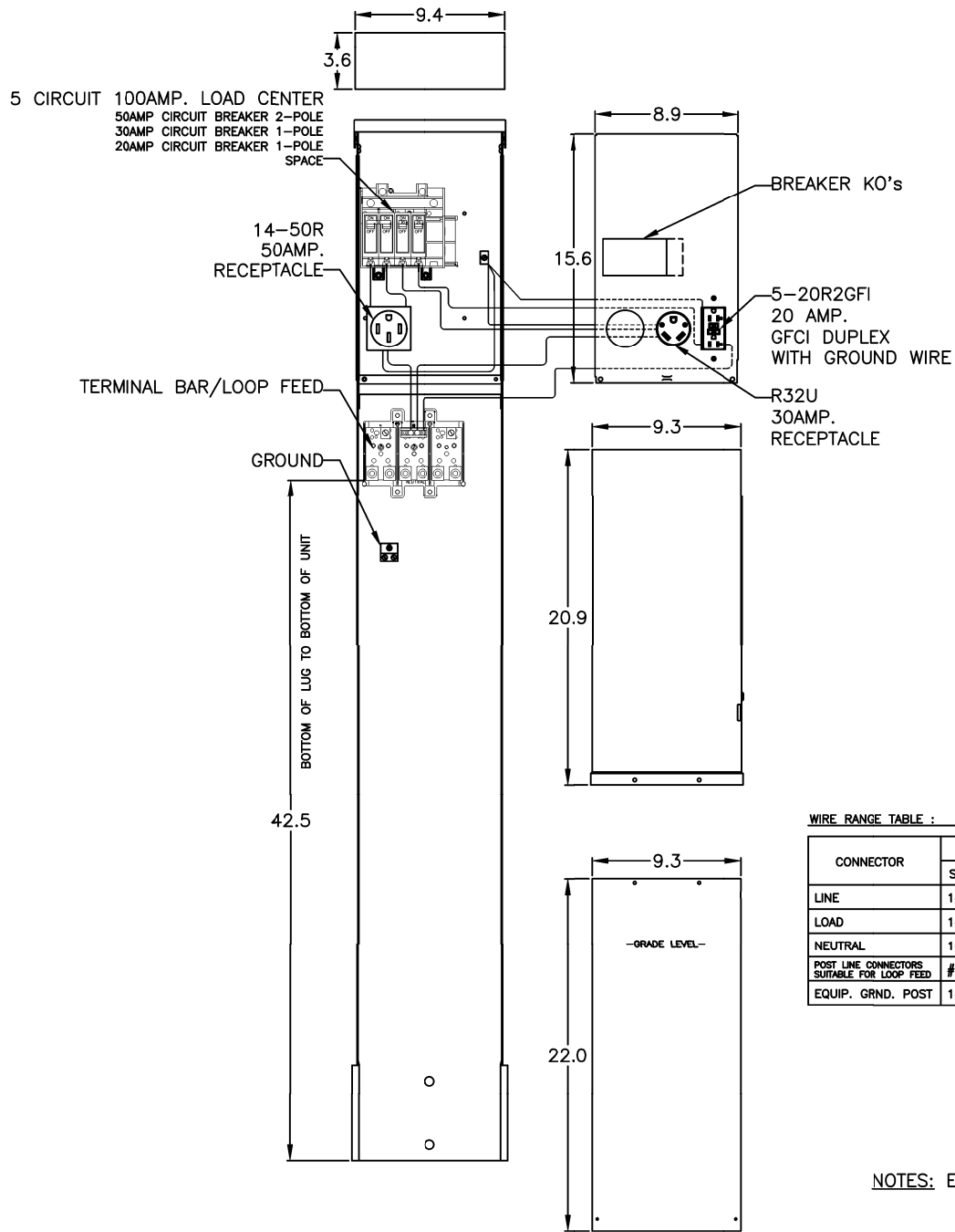
Before approving any new commercial development of five thousand square feet or more that is a discretionary decision, the county shall require and review an applicant-funded analysis of the development's economic impact on the viability of existing businesses. conducted by a qualified, county-selected consultant. Such an analysis shall be part of the public record for the project. (Ord. 1777 §2 (part), 2018).

JRKA

Applicant Signature

1/23/20

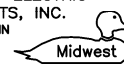
Date



WIRE RANGE TABLE :

CONNECTOR	COPPER		ALUMINUM	
	SOLID	STRAND	SOLID	STRAND
LINE	14-8	14-1/0	12-8	12-1/0
LOAD	14-10	14-10	---	---
NEUTRAL	14-4	14-4	14-4	14-4
POST LINE CONNECTORS SUITABLE FOR LOOP FEED	#6-350 KCMIL		#6-350 KCMIL	
EQUIP. GRND. POST	14-2/0	14-2/0	14-2/0	14-2/0

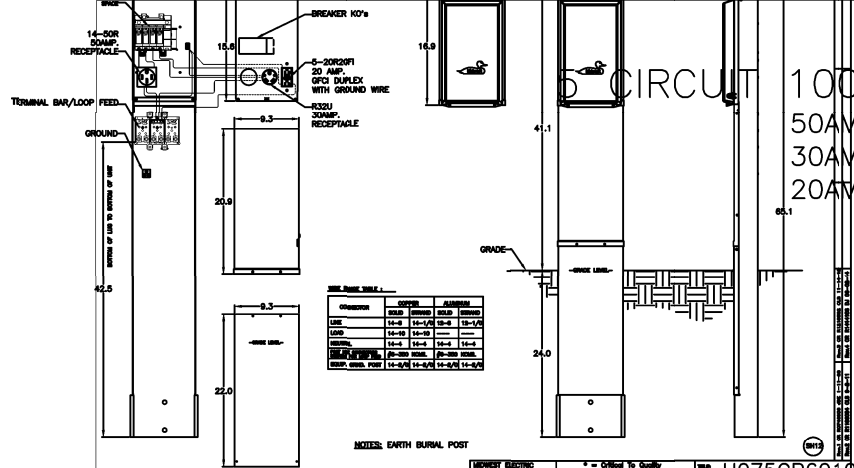
NOTES: EARTH BURIAL POST

MIDWEST ELECTRIC
PRODUCTS, INC.
Mankato, MN


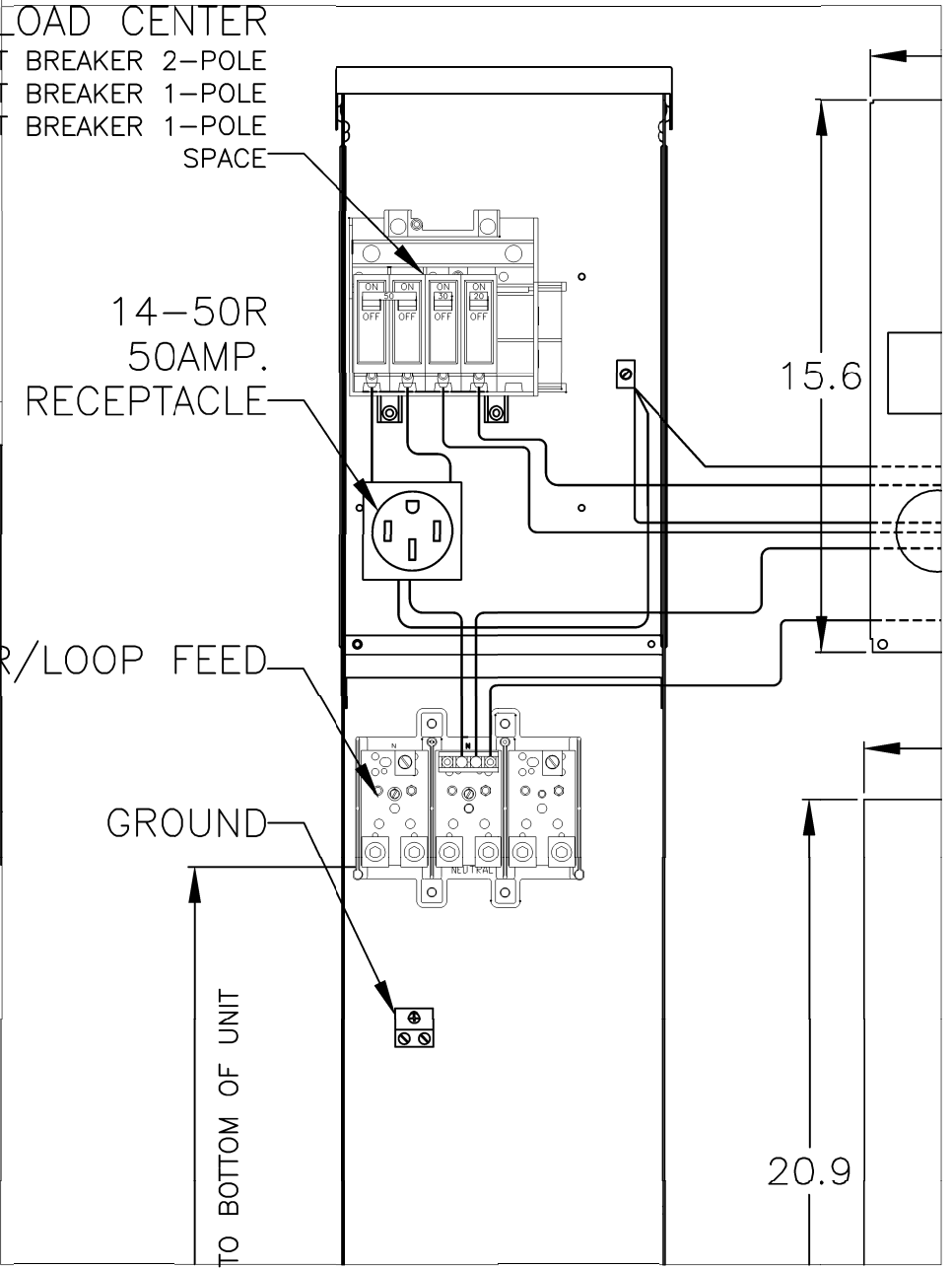
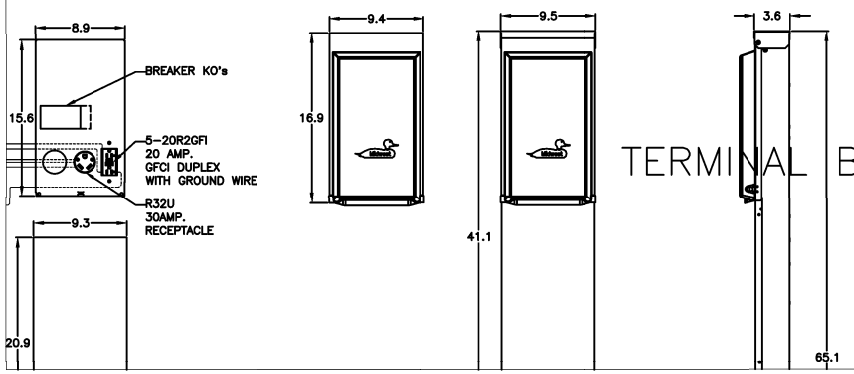
* = Critical To Quality
Unless Otherwise Specified
AutoCad Generated
Tolerances On:
3 Pl. Decimals ± .010
2 Pl. Decimals ± .030
Fractions ± 1/32
Angles ± 1/2°
Holes ± .003
Dimensions Are In Inches
SCALE 1 : 1
SIZE A
SHEET 1 OF 1

TITLE: U075CP6010
OUTLINE DRAWING
DWG NO: 198B8604
SH12

Rev.1 CR R0746956 JDE 1-11-08
Rev.2 CR R1106094 CLS 9-2-11
Rev.3 CR R1219362 CLS 11-14-12
Rev.4 CR R1414156 DJ 06-02-14



5 CIRCUIT 100AMP. LOAD CENTER
 50AMP CIRCUIT BREAKER 2-POLE
 30AMP CIRCUIT BREAKER 1-POLE
 20AMP CIRCUIT BREAKER 1-POLE
 SPACE



BOTTOM OF LUG TO BOTTOM OF UNIT

SYSTEM EXTENSION AGREEMENT

This Agreement is made as of the date written below by and between Gerry Ninnis, an individual ("Mr. Ninnis"), and the Jackson Valley Irrigation District, a special district within the County of Amador duly organized and operating under the laws of the State of California ("JVID").

RECITALS

A. Mr. Ninnis is the owner of certain real property ("Property") located in the unincorporated area of the County of Amador, State of California, more particularly described in a Deed, a true copy of which is attached hereto as **Exhibit 1** and is incorporated herein by this reference.

B. Mr. Ninnis intends to construct a recreational-vehicle park on the Property, to be known as the Goose Hill Recreational Vehicle Park ("Park"), and to that end has made application to the County of Amador ("County") for its approval of such land use, which approval will entail, among other things, a general plan amendment, zone change, and conditional use permit (collectively the "County Approvals"). In his development of the Property for the Park, Mr. Ninnis intends to construct two (2) water wells with a combined capacity of not less than 175 gallons per minute and associated treatment and conveyance infrastructure (the "System") to provide potable water service to the Park. The water produced by the System shall be treated to California drinking water quality standards, and shall be the sole source of potable water for the Park.

C. The County will require Mr. Ninnis to either construct his own private water system or to obtain service from another California State Department of Drinking Water (DDW) approved system for potable water to serve the Park. Therefore, Mr. Ninnis has chosen to seek potable water service for the Park by constructing a facility that will be maintained and operated by JVID pursuant to the terms of this Agreement.

D. The parties to this Agreement intend that once completed and approved, the System will be incorporated into JVID system number 0300037 pursuant to the direction and guidance provided by DDW to effectuate its desire for system consolidation. The System, once so incorporated, will be operated by JVID according to the terms of a future service contract entered into between the parties that is consistent with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Plans and Specifications. Consistent with the requirements in paragraph 2 below, Mr. Ninnis shall design and prepare plans and specifications for the construction of the System, clearly delineating the portion being transferred to JVID. The design, plans and specifications shall meet all JVID standards, including but not limited to standard drawings and specifications, JVID rules and regulations, and all other local and State standards and requirements, whichever are most stringent. The plans and specifications shall be approved in writing by JVID prior to

construction and shall become a part of this Agreement. Mr. Ninnis shall also submit at the time of design submittal, an engineer's cost estimate for the proposed improvements in a format acceptable to JVID. All cost incurred pursuant to this paragraph, including those incurred by JVID during its review and approval process, shall be borne by Mr. Ninnis. No System construction may begin without the prior written authorization of JVID. If at any time Mr. Ninnis proposes to change the approved plans and specifications for the System, he shall first obtain the written approval of JVID for any such change, which approval may be on such terms and conditions as required by JVID.

2. Construction of System. Mr. Ninnis, at his expense, shall construct the two groundwater wells on the Property and all other components of the System, as approved by JVID. The wells shall have a minimum documented total capacity of 175 gallons per minute. The wells shall be tested by JVID and/or the California Department of Water Resources, Division of Drinking Water ("DDW") for their quantity and quality of water. The Park water system shall be exclusively served by these wells with onsite storage as designated by JVID and/or the County. The Park system shall be separate from the JVID system and shall not draw upon or use any JVID water for the Park. If necessary, the Park water shall be treated and/or disinfected to meet JVID and DDW standards. The Park water system shall be designed as necessary to meet fire flow and potable system flows as required under California Waterworks Standards, JVID's specifications, and the standards of the Amador Fire Protection District. The Park water system shall not deliver water to nor serve water to any person or property beyond the boundaries of the Park, nor shall there be any future expansion of the Park beyond the boundaries of the Property, nor shall there be any expansion of RV capacity within the Park beyond the initial approvals without the approval of both the County and JVID, which may be withheld in JVID's sole and absolute discretion; provided, however, that in cases of emergency, JVID may draw water from the Park system.

3. Licensed Contractor. The contractor constructing the System shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the approved plans and specifications and shall at a minimum possess the following classification or type of contractor's license issued by the Contractors State License Board: Class A, California. To the extent required by applicable law, Mr. Ninnis and the Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wages, wage rates, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code Division 2, Part 7, Chapter 1 (Sections 1720-1861).) If Mr. Ninnis determines that he cannot comply with one or more of the foregoing code sections, he agrees to indemnify, defend, and hold JVID harmless for any damages, costs, penalties, or fines it incurs as a result of that determination. If required to pay prevailing wage, copies of the prevailing rate of per diem wages as established and published by the California Department of Industrial Relations are available for inspection on the California Department of Industrial Relations website. No construction may be performed except by a qualified responsible contractor approved by JVID. Each such contractor shall indemnify, protect, defend and hold the JVID harmless in a separate indemnity agreement acceptable to JVID. JVID may request evidence that the contractor has satisfactorily installed other projects of

like magnitude or comparable difficulty. Contractors deemed unqualified or non-responsible by JVID may not work on the System. It is the intent of JVID that the work be performed by a contractor who furnishes satisfactory evidence of qualification acceptable to JVID in its sole discretion. Any contractor working upon the System shall guarantee its work for a minimum of one year after completion.

4. Inspections. Two full business days' advance notice of any and all work on, related to or near the System shall be provided by Mr. Ninnis. Any work performed without proper notice to and inspection by JVID shall be subject to rejection. JVID may, at its option, inspect all or any part of the construction or materials being used in construction of the System and shall be given all possible assistance in performing any such inspection. The inspection of the work shall not relieve Mr. Ninnis of his obligation to construct the System in accordance with the approved plans and specifications, conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, to perform acceptable work, and to provide adequate safety precautions. Proper facilities for safe access for inspection of all parts of the work shall be installed by the contractor, and at all times maintained for the necessary use of JVID and its agents, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations. Defective work shall be made good and substandard materials may be rejected, notwithstanding that such work and materials have been previously overlooked or inspected by JVID. All inspection costs, as determined by JVID, shall be paid by Mr. Ninnis.

5. Permits, Licenses and Easements. Mr. Ninnis, at his cost, shall obtain all necessary local, County, and State permits and approvals, including, but not limited to, environmental review and building and encroachment permits, and shall conform to the requirements thereof. Mr. Ninnis, at his cost, shall obtain all real property, and permanent and temporary easements of 20 feet in width necessary for the System, for ingress and egress to and from the facilities, and for the purpose of construction, installation, operation, maintenance, repair, removal, replacement, and improvement of the facilities, and the grant deeds and easements acquired shall be in a form approved by JVID prior to final acquisition and recording. Mr. Ninnis shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the construction of the System.

6. Record Drawings and Specifications. Mr. Ninnis shall, as a condition precedent to JVID's acceptance of the System, provide to JVID: (1) Reproducible survey-quality record drawings of the completed System ("as-builts") on size 'D' paper and in PDF format, together with an electronic file in a properly georeferenced "DWG" format, satisfactory to JVID, and a copy of the specifications and any contract documents used for the construction of the System; (2) A signed, detailed accounting, satisfactory to JVID, of the amounts expended for the construction and installation of the System, with values applicable to the various components thereof, together with a list of any other materials and equipment, and their expensed values, being transferred to JVID; (3) Separate accounting of pipe by type and size (including excavation, bedding and backfill), appurtenances, fire hydrants, pump stations, etc. shall be provided; AND (4) Operating manuals, manufacturer information, safety sheets and warranties for all facilities made a part of the System, as deemed necessary by JVID.

7. Transfer of Property and Easements. After JVID has finally inspected and approved the System, it shall send written notice to Mr. Ninnis requesting transfer of the System. Upon receipt of the notice from the JVID, Mr. Ninnis, at his sole cost and without charge to JVID, shall deliver conveyance documents satisfactory in form and content to JVID, transferring absolute and unencumbered ownership of the completed System to JVID, together with all interests in real property, and easements and rights-of-way that are necessary or appropriate in the opinion of JVID for the ownership and operation of the System. Title to the System and the interests in real property transferred shall be good, clear, and marketable, free and clear of all encumbrances, liens or charges. Mr. Ninnis shall obtain and pay any costs of title insurance deemed necessary by JVID. The transfer shall not be completed until the conveyance documents transferring the System have been formally accepted by JVID.

8. Park Water System Operation Agreement. After the Park water system has been installed and has been inspected and approved by DDW, the County, and JVID, the Park water system shall be operated by JVID pursuant to a future contract or agreement between Mr. Ninnis and JVID. Pursuant to that future contract or agreement, the Park shall pay such rate(s) to JVID as are necessary to make the Park and the System self-sufficient financially. Except for the emergency use of water from the System by JVID, there shall be no expense to JVID or its other customers whatsoever from the operation of the System. In addition to operational costs, all maintenance and capital replacement costs (with reserve fund) for the System shall be paid by the Park. JVID shall be allowed to draw water from the System in an emergency as determined by JVID in its reasonable discretion. If JVID does so draw water from the Park's system, it shall pay Mr. Ninnis for water at a rate of 75 percent of the then-existing JVID rate it charges to its customers for potable water. Should well water quality or quantity at any time fall below State minimum standards, the Park shall shut down until the standards are again met. Under no circumstances shall JVID be required to provide the Park with water from JVID sources outside of the Park. Prior to JVID assuming operation and management of the Park water system, the Park shall provide a Preliminary Design Report for all water facilities that demonstrates 100% compliance with California Waterworks Standards; JVID shall review and, if sufficient, approve such report. Mr. Ninnis shall pay for any and all JVID costs for planning and design review of the Park water system. The full execution of the future operating agreement contemplated by this section shall be a condition precedent to JVID's final approval and acceptance of the System as one of its facilities.

9. Approval By DDW. DDW's approval of this Agreement is a condition precedent to its effectiveness and a condition precedent to JVID's final approval and acceptance of the System as one of its facilities.

10. Future Changes in Laws/Regulations. It is understood by the parties that in the future, there may be changes in State, County and/or other local laws and regulations, and if such changes render it unfeasible for JVID to operate the Park's water system, the Park shall be required to close until such issues are resolved to the reasonable satisfaction of JVID. Mr. Ninnis shall have no claim or right to pursue JVID for damages as a result of such future issues.

11. Developer Assistance. Mr. Ninnis shall, both before and after the notice of acceptance, secure and provide any information or data reasonably needed by JVID to accept the ownership or conduct the operation and maintenance of the System, and obtain, execute and provide any and all documents needed to expeditiously complete or implement the same.

12. Term and Termination. JVID shall have the right to terminate this Agreement, unless such time for completion is extended by mutual agreement of the parties, in the event and any time after the date that: (1) The County denies approval of the Park; (2) Mr. Ninnis withdraws or otherwise abandons his application with the County for the Park; (3) the County's tentative approval for the Park expires prior to the County's final approval of the Park; or (4) If construction of the System has not been completed and accepted by JVID in accordance with the terms of this Agreement within two years of the project's approval by the County.

13. Indemnification and Hold Harmless. In connection with this Agreement: (1) Mr. Ninnis shall protect, defend, indemnify, and hold harmless JVID and its officers, directors, employees, and agents from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorney's and expert witness fees) resulting from injury to or death of persons, including without limitation JVID employees, Mr. Ninnis or his Contractor, or damage to or loss of property, arising out of or in any way connected with the performance, operations or activities under this Agreement, including but not limited to construction of the System by Mr. Ninnis, his officers, directors, employees, contractors, or agents, except to the extent that the sole negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability. Upon the request of an indemnified party hereunder, Mr. Ninnis shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity, including attorney's fees. In all cases, the indemnified party shall have the right to approve counsel selected by Mr. Ninnis in the defense of any legal actions or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim; (2) The parties expressly agree and acknowledge that Mr. Ninnis's duty to indemnify, protect, defend and hold harmless under this paragraph shall extend to claims, lawsuits and liability of or against JVID resulting from alleged failure to comply with any provision of the California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720-1861) in connection with the construction of the System; (3) This paragraph and the parties' obligations under it shall survive any termination of this Agreement; and the provisions of this paragraph shall be included in any agreement between Mr. Ninnis and any of his contractors so that the above-referenced indemnified parties are indemnified, protected, defended and held harmless by said contractor from any and all acts or omissions of such contractor. Any failure by Mr. Ninnis to ensure that the provisions of this paragraph are included in any agreement between him and any of his contractors shall be the sole responsibility and liability of Mr. Ninnis; (4) Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the parties from their respective obligations under this paragraph, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any

such termination or completion and arose out of or was in any way connected with the parties' performance or operations under this Agreement by their officers, employees, independent contractors or agents, or the employee, agent or independent contractor of any one of them; (5) Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Mr. Ninnis from liability under this indemnification and hold harmless provision. The obligations of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages; (6) In any and all claims against JVID, or its officers, directors, employees, volunteers or agents, by any employee of Mr. Ninnis, his independent contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Mr. Ninnis or any of his independent contractors under Worker's Compensation laws, disability benefit acts, or other employee benefit entitlement.

14. Insurance. Mr. Ninnis and his contractor shall at all times carry Workers' Compensation Insurance, General Liability Insurance, Automobile Liability Insurance, and Employer's Liability Insurance in a form and with a carrier reasonably acceptable to JVID. The limits of insurance shall not be less than: (1) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage; and (3) Employer's Liability: \$2,000,000 per accident for bodily injury or disease. The aforementioned insurance shall name JVID as an additional insured. JVID will be provided with evidence of insurance and copies of policies prior to commencement of any work pursuant to this Agreement.

15. Attorney's Fees. In the event that any arbitration, litigation or other proceeding of any nature between the JVID and Mr. Ninnis becomes necessary to enforce or interpret all or any portion of this Agreement, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be awarded by judgment, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees, expert witness' and consultant's fees and expenses, and litigation or arbitration costs paid or owing as a result of such litigation, arbitration or other proceeding.

16. Entire Agreement. This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. This writing constitutes the entire agreement between the parties relative to the matters specified herein; and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no

understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

ACCEPTED AND AGREED TO as of August 10, 2022.

JVID


Gerry Ninnis

By: 
Its: JVID BOARD PRESIDENT



JACKSON VALLEY IRRIGATION DISTRICT

6755 Lake Amador Drive
Ione, California 95640
(209) 274-2037
office@jvid.org

August 26, 2021

On August 11th, 2021, the Jackson Valley Irrigation District (JVID) by motion approved the below concept and the described conditions upon which it might incorporate the Proposed Goose Hill R.V. Park Water System into the JVID potable water system—State Water Board Water System No. 0300037.

JVID “Concept Approval” for the Goose Hill R.V. Park Water System August 2021

- 1) Per the conditions of a final approved Amador County Use Permit, JVID will incorporate the Goose Hill RV Park water system into the JVID water system and will provide labor to operate water well system under the following general conditions:
 - JVID does not have capacity in its potable water system to serve the Park, thus a supplemental source is necessary for its operation.
 - Source of supply will be Park wells (minimum of two)
 - Wells to have documented minimum total capacity of 175 gallons per minute as documented by metered pump test (no air lift tests allowed).
 - Wells tested as also required by State DDW for quality and quantity.
 - Park potable supply system will be properly separated from JVID supply.
 - Park to include intertie to JVID such that – in an emergency – Park can pump back to JVID storage tank to full level.
 - If necessary, well source will be treated/disinfected as required to meet DDW standards.
 - Should there ever be a problem with Park wells (i.e., lack of supply, substandard water quality, etc.) Park will shut down completely until resolved.
 - Park water system cannot provide service beyond Park boundaries.
 - Park cannot expand beyond County use permit conditions, unless approved by both County and JVID.
 - Park water system will be designed as necessary to meet fire flow and potable system flows as required by Cal Waterworks Standards and the requirements of any local fire jurisdictions – including storage required for both.
 - Park water system to be operated by JVID under a contract.
 - Park will pay whatever a rate study determines is required to make the operation of the Park water system self-sufficient financially.

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- JVID customers will in no way harmed technically or financially by Park water system.
 - If wells become in operatable or “dry,” Park operator cannot and will not ask JVID for water from the JVID treated water system.
 - Park will provide Preliminary Design Report for all facilities that demonstrates 100 percent compliance with Cal Waterworks Standards. JVID will review and approve.
 - Park will pay for any JVID costs for planning, design review, etc. Park will also enter into an indemnity agreement with JVID covering all aspects of the Park’s water system design, approval, construction, and operation.
- 2) JVID will prepare managerial and financial reports (at Park cost) which will become basis for future operational agreement between the parties.
 - 3) This concept approval is contingent upon DDW’s written approval of said concept and source of supply.
 - 4) All parties understand that as the project is designed and ultimately approved (if at all) there may be unforeseen/unknown obstacles to the use of well water for the Park that could make the concept above unfeasible. In that event, JVID will have no obligation to provide service.
 - 5) Changes in State or local laws and regulations may occur in the future that make this water supply concept unfeasible. The Park will have to close until such eventuality is resolved to the satisfaction of JVID, and the Park will hold JVID harmless in that regard.
 - 6) The approval of the concept set forth above by the JVID Board amounts to a non-binding memorandum of understanding or letter of intent between the parties. JVID will not be obligated to provide treated water service to the applicant unless and until a conditional will-serve commitment is issued, which shall include the contractual terms upon which the applicant will compensate JVID for operating the contemplated facilities.

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