RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Gallery & Barton
A Professional Law Corporation
1112 I Street, Suite 370
Sacramento, CA 95814-2836
Attn: Jesse Barton, Esq.

Exempt from Filing Fees per Government Code §6013 and §27383

MEMORANDUM OF UNDERSTANDING BETWEEN PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT, OLIVEHURST PUBLIC UTILITY DISTRICT, AND RECLAMATION DISTRICT 784 CONCERNING DEFERRAL OF DRAINAGE IMPACT FEES

This Memorandum of Understanding (MOU), dated this ____day of _____, 2026, outlines the agreement reached between the Plumas Lake Elementary School District ("PLESD"), Reclamation District 784 ("District"), and the Olivehurst Public Utility District ("OPUD") with respect to PLESD's obligation to pay Drainage Impact Fees for Basin A-1 ("Drainage Fees") in connection with development of one school and a road associated with land contained in that Parcel Map filed on May 28, 2013 in Book 2012-0002, as depicted in **Exhibit A** as Lot No. 1 (APN 016-350-021) (owned by PLESD), Lot No. 2 (APN 016-350-022) (owned by OPUD), and Lot No. 4 (portion of APN 016-350-022) (owned by OPUD) (the "Properties"). PLESD, OPUD, and District hereby agree as follows:

1. The District entered into a related MOU with the County of Yuba on May 7, 2013, which MOU allowed for the deferral of Drainage Fees on Lots 1, 2, 3, and 4 until land within any Lot was proposed to be developed. This MOU does not amend the 2013 MOU but is intended to complement it.

2. PLESD, OPUD, and District Agree that the Drainage Fees imposed by District on the Properties, composed of approximately 68.14 acres in total, will apply only to the 8.53 developable acres (the "Developable Acreage") pertaining to the development of a future school which includes: twenty-two classrooms, an administration building, a multi-purpose building and associated site work including a 1.44 acre road extension as depicted on **Exhibit B**, (Lots No. 1, 2, and 4). The balance of the Properties contains 59.61 acres, which is to be used for future development of school buildings and athletic/open space. Until PLESD, OPUD, or their successors plan to develop the 59.61- acre balance of property, the District agrees to not impose a Drainage Fee and it will be referred to as the "Undeveloped Acreage" in regards to this MOU.

3. District, OPUD, and PLESD have further agreed that PLESD as the owner of Lot 1 shall pay to the District the Drainage Fees for the Developable Acreage within Lots 1, 2, and 4 within 10 business days from the effective date of this MOU. The Drainage Fees are calculated and shown on **Exhibit C**. If not paid in full within said 10 days, the District shall be entitled to file a Stop Work Order against PLESD construction work, and PLESD's connection to the District's drainage facilities will not be allowed until the Drainage Fees are paid in full at the rates in effect at the time of payment.

4. With regard to the Undeveloped Acreage, PLESD, OPUD, or their successors will be responsible for paying Drainage Fees for development of any acreage currently defined as the Undeveloped Acreage, regardless of size, at rates then in effect in any given year after June 30, 2026, upon the earlier to occur of, with respect to each Lot, (a) the date of approval of a permit to allow construction or placement of a structure on such Lot, or (b) the date on which rough grading commences which allows offsite drainage from the Lot and/or connects to the storm drainage system, or (c) the date on which any new impervious area connects to the storm drainage system for any Lot, or (d) any combination thereof. If current owner (PLESD, OPUD, or their successor owners) fails to deliver payment of the Drainage Fees in accordance with the foregoing timeframe, the District shall be entitled to file a Stop Work Order on said parcel and connection to the District's drainage facilities will not be allowed until the Drainage Fees are paid in full. PLESD further acknowledges that District shall have a right of entry onto the Property to monitor conditions on the Property and to enforce any Stop Work Order that may be filed. PLESD also acknowledges the fees owed at the present time for all Developable Acreage, as well as for future development, will be subject to annual escalators.

5. District shall record this Memorandum of Understanding with the Clerk-Recorder of Yuba County, and this Memorandum of Understanding shall constitute a binding and enforceable covenant with the PLESD and successors in interest with respect to all parcels illustrated on **Exhibits A** and **B**. District shall further be required to record any modification or amendment of this Memorandum of Understanding that may be executed between the parties.

6. This Memorandum of Understanding shall serve as a binding agreement between PLESD and the District, shall run with the land, and shall be binding upon and inure to the benefit of their respective successors and assigns.

7. No oral representation or modification concerning this Memorandum of Understanding shall have any effect unless it is represented in a subsequent written instrument, signed by the party to be charged. This Memorandum of Understanding constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understanding of the parties regarding the subject matter hereof. This Memorandum of Understanding may not be amended except by mutual written consent of all the parties.

8. This Memorandum of Understanding may be waived at any time by the party entitled to the benefit thereof, but only by a writing signed by the party stating that it waived such provision. No waiver of any other provision of this MOU shall constitute a waiver.

9. This Memorandum of Understanding shall be deemed to have been prepared equally by all of the parties and its individual provisions shall not be construed or interpreted more favorably for any one party on the basis that another party prepared it.

10. If any provision of this Memorandum of Understanding is held invalid or unenforceable, the other provisions shall remain in full force and effect, provided that severance of the invalid or unenforceable provision does not result in a material failure of consideration to any party hereto. This Memorandum of Understanding may be executed in one or more counterparts and delivered by electronic transmission, including email. Electronic signatures shall have the same legal effect as original signatures, and each counterpart shall be deemed an original, all of which together constitute one and the same agreement.

11. Nothing in this Memorandum of Understanding shall be construed as creating a joint venture or partnership between the parties or any of them.

12. The undersigned certify that they are fully authorized by the party whom they represent to enter into the terms of this Memorandum of Understanding and able to legally bind such party hereto.

13. PLESD shall assume the defense of, indemnify, and hold harmless the District, and its trustees, officers, employees, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities") arising out of, relating to, or resulting from the execution of this MOU or PLESD's development of the Property, except Liabilities arising from the negligence or willful misconduct of District.

14. All notices and other communications under this Memorandum of Understanding shall be in writing and deemed to have been duly given (1) on the date of delivery by hand; (2) the next business day following the date sent by overnight delivery service or by electronic transmission, including email; or (3) on the third day after mailing if deposited in the U.S. mail. Any notice or communication to District should be addressed as follows:

    General Manager
    Reclamation District No. 784
    1594 Broadway Road
    Arboga, CA 95961

    or to such other addresses as District may designate from time to time. Any notice or communication to PLESD should be addressed as follows:

    Superintendent
    Plumas Lake Elementary School District
    2743 Plumas School Road
    Plumas Lake, CA 95961

    or to such other addresses as PLESD may designate from time to time.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

Plumas Lake Elementary School District

By: _____ Date: _____
Jeff Roberts, Ed.D, Superintendent

Olivehurst Public Utility District

By: _____ Date: _____
John Tillotson, General Manager

Reclamation District 784

By: _____ Date: _____
Sarbdeep Atwal, President Board
of Trustees

(All-purpose notaries attached)

Exhibit A

Parcel Map 2012-0002

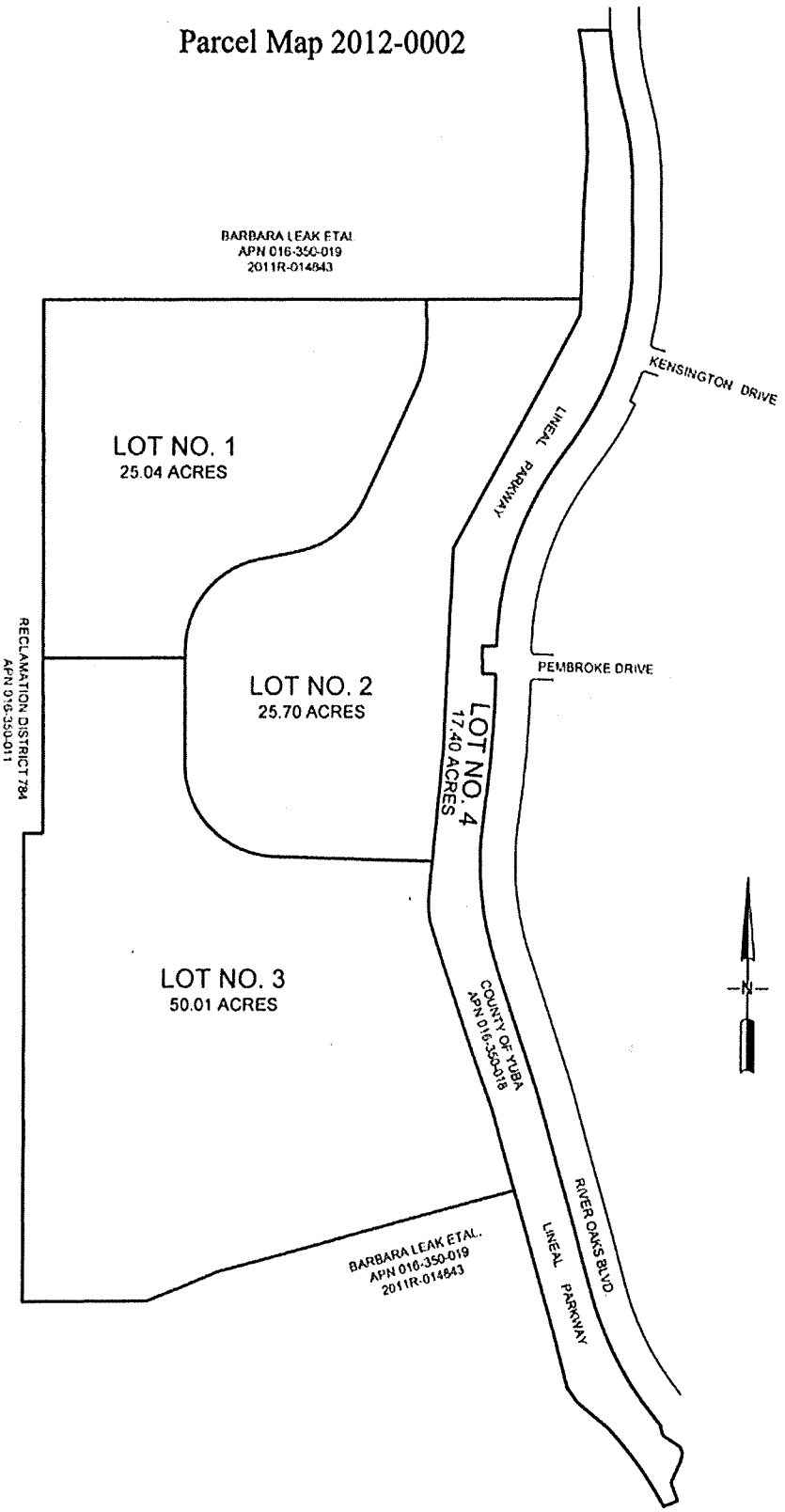
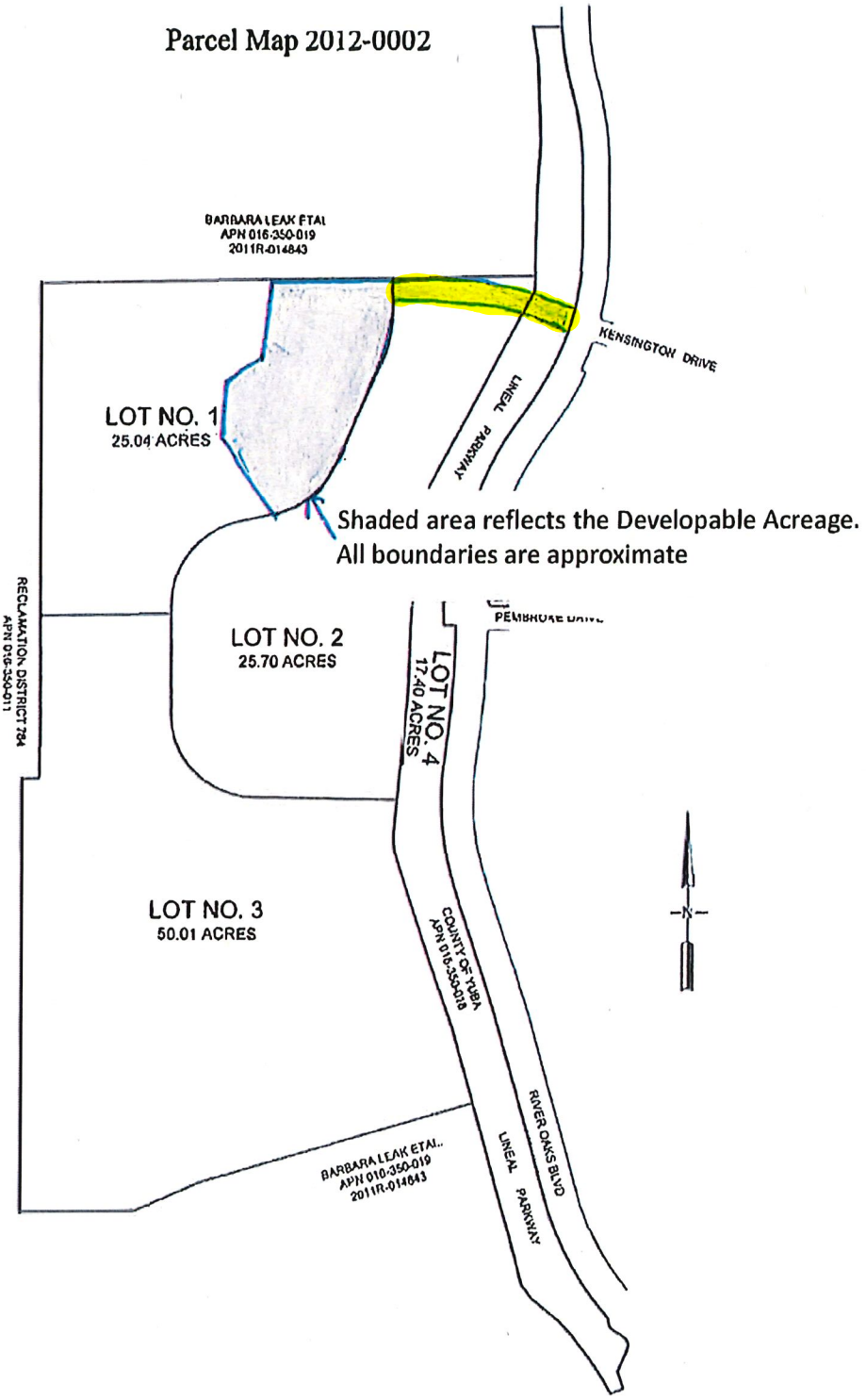


Exhibit B

Parcel Map 2012-0002



RECLAMATION DISTRICT NO. 784
Drainage Impact Fee Certification

EXHIBIT C - PHASE I

Date: July 10, 2026

Project Applicant: Plumas Lake Elementary School District
Attn: Jeff Roberts
Project Address: 2743 Plumas Lake
Plumas Lake, CA 95961

Owners Name: Plumas Lake Elementary School District
Attn: Jeff Roberts
Owner Address: 2743 Plumas Lake
Plumas Lake, CA 95961

Project Name: Plumas Lake Middle School
Site Improvement Plan - APN 016-350-021 - Phase 1
Basin A-1 Drainage Impact Fees

RD 784 Drainage Basin:	A-1	A-1	A-1	
Land Use (i.e. LDR, MDR, IND)	Other (C=0.80)	Road (C=0.98)	School (C0.55)	
Drainage Fee Calculations				**Total**
• Project Acreage	1.440	0.000	7.090	8.530
• Fee per Acre (2026/2027 Rate)	$30,803.00	$37,734.00	$21,179.00	
• Subtotal - Fee Due	44,356.32	0.00	150,159.11	194,515.43
• Less Fee Credits	0.00	0.00	0.00	0.00
• Net Drainage Fee after Credits	$44,356.32	$0.00	$150,159.11	**$194,515.43**

MAKE CHECK PAYABLE TO "YUBA COUNTY CDSA"

RD 784 USE ONLY

Comments: The impact fees are based on the 2026/2027 rates. The 2026/2027 rates are valid from July 1, 2026 to June 30, 2027. This calculation is valid through the date listed below.

The levee impact fee is separate and not covered in this fee calculation. The Levee Impact Fee is administered by TRLIA and County.

There is no credit for existing impervious area. The credit is based acres paid not amount paid to account for annual indexing in rate.

Date Received:
Fee Estimate Valid Through: June 30, 2027
Fee Certification Prepared by:
District Engineer Certification: Sean Minard, PE

RECLAMATION DISTRICT NO. 784
Drainage Impact Fee Certification

EXHIBIT C - PHASE 2 REMAINDER

Date: July 10, 2026

Project Applicant: Plumas Lake Elementary School District
Attn: Jeff Roberts
Project Address: 2743 Plumas Lake
Plumas Lake, CA 95961

Owners Name: Plumas Lake Elementary School District
Attn: Jeff Roberts
Owner Address: 2743 Plumas Lake
Plumas Lake, CA 95961

Project Name: Plumas Lake Middle School
Site Improvement Plan - APN 016-350-021 - Phase 2 - Remainder
Basin A-1 Drainage Impact Fees

RD 784 Drainage Basin:	A-1	A-1	A-1	
Land Use (i.e. LDR, MDR, IND)	Other (C=0.80)	Road (C=0.98)	School (C0.55)	
Drainage Fee Calculations				**Total**
• Project Acreage	0.880	0.000	16.830	17.710
• Fee per Acre (2026/2027 Rate)	$30,803.00	$37,734.00	$21,179.00	
• Subtotal - Fee Due	27,106.64	0.00	356,442.57	383,549.21
• Less Fee Credits	0.00	0.00	0.00	0.00
• Net Drainage Fee after Credits	$27,106.64	$0.00	$356,442.57	**$383,549.21**

MAKE CHECK PAYABLE TO "YUBA COUNTY CDSA"

RD 784 USE ONLY

Comments: The impact fees are based on the 2026/2027 rates. The 2026/2027 rates are valid from July 1, 2026 to June 30, 2027. This calculation is valid through the date listed below.

The levee impact fee is separate and not covered in this fee calculation. The Levee Impact Fee is administered by TRLIA and County.

There is no credit for existing impervious area. The credit is based acres paid not amount paid to account for annual indexing in rate.

Date Received:
Fee Estimate Valid Through: June 30, 2027
Fee Certification Prepared by:
District Engineer Certification: Sean Minard, PE

RECLAMATION DISTRICT NO. 784
Drainage Impact Fee Certification

EXHIBIT C (FULL PROJECT)

Date: July 10, 2026

Project Applicant: Plumas Lake Elementary School District
Attn: Jeff Roberts
Project Address: 2743 Plumas Lake
Plumas Lake, CA 95961

Owners Name: Plumas Lake Elementary School District
Attn: Jeff Roberts
Owner Address: 2743 Plumas Lake
Plumas Lake, CA 95961

Project Name: Plumas Lake Middle School
Site Improvement Plan - APN 016-350-021 - Full Project
Basin A-1 Drainage Impact Fees

RD 784 Drainage Basin:	A-1	A-1	A-1	
Land Use (i.e. LDR, MDR, IND)	Other (C=0.80)	Road (C=0.98)	School (C0.55)	
Drainage Fee Calculations				**Total**
• Project Acreage	2.320	0.000	23.920	26.240
• Fee per Acre (2026/2027 Rate)	$30,803.00	$37,734.00	$21,179.00	
• Subtotal - Fee Due	71,462.96	0.00	506,601.68	578,064.64
• Less Fee Credits	0.00	0.00	0.00	0.00
• Net Drainage Fee after Credits	$71,462.96	$0.00	$506,601.68	**$578,064.64**

MAKE CHECK PAYABLE TO "YUBA COUNTY CDSA"

RD 784 USE ONLY

Comments: The impact fees are based on the 2026/2027 rates. The 2026/2027 rates are valid from July 1, 2026 to June 30, 2027. This calculation is valid through the date listed below.

The levee impact fee is separate and not covered in this fee calculation. The Levee Impact Fee is administered by TRLIA and County.

There is no credit for existing impervious area. The credit is based acres paid not amount paid to account for annual indexing in rate.

Date Received:
Fee Estimate Valid Through: June 30, 2027
Fee Certification Prepared by:
District Engineer Certification: Sean Minard, PE