

BEAR RIVER BAND of ROHNERVILLE RANCHERIA

27 BEAR RIVER DR. LOLETA, CA 95551 707.733.1900, fax 733.1972



**MEMORANDUM OF AGREEMENT BETWEEN NOEL KRAHFORST
AND THE BEAR RIVER CASINO**

The Bear River Casino (hereinafter referred to as the "APPLICANT") and Noel Krahforst (hereinafter referred to as the "PROTESTANT") hereby enter into this Memorandum of Agreement for the settlement of the PROTESTANT's formal protest to the APPLICANT's application for transfer of a Type 47 liquor license by the California Department of Alcoholic Beverage Control (ABC).

In order to improve the PROTESTANT's privacy, the APPLICANT agrees to purchase and install by **May 15, 2006** additional landscaping, not to exceed five-thousand dollars (\$5000.00). The APPLICANT agrees that the PROTESTANT shall direct the choice and positioning of said landscaping, so long as it is permissible (i.e. not constituting a hazard). The APPLICANT further agrees to maintain the landscaping indefinitely and in manner that promotes its expedient maturity.

The APPLICANT further agrees to reimburse the PROTESTANT the sum of **four-thousand nine-hundred twenty-nine dollars and forty-four cents (\$4929.44)** for the previous purchase and installation of "sound-deadening" windows on the PROTESTANT's residence, contingent upon the receipt of the withdrawal letter referred to in the following paragraph.

In consideration of the aforementioned landscaping and reimbursement, the PROTESTANT agrees, upon satisfactory installation of the landscaping, to voluntarily dismiss his formal protest to the APPLICANT's ABC license transfer. The delivery of APPLICANT's signed voluntary dismissal form shall be a condition precedent to the reimbursement referred to in the preceding paragraph.

The parties hereto agree that Mr. Jimmy Smith, Supervisor for the First District of Humboldt County, shall act as an escrow agent to facilitate the exchange of the reimbursement instrument for the voluntary dismissal form referred to above. By **April 30, 2006**, the APPLICANT shall place a money order or cashier's check for the amount specified in paragraph 3 above into escrow, and the PROTESTANT shall place a signed voluntary dismissal form into escrow. The parties shall have the right to confirm receipt of these escrow items by inspection at the First District Supervisor's office. The parties further agree that the escrow agent shall only exchange the reimbursement instrument for the voluntary dismissal form upon the PROTESTANT's directive to release the escrow

items simultaneously. If the PROTESTANT does not direct the release of the escrow items by **May 20, 2006**, then the escrow shall close and the escrow items shall be returned to their respective parties.

PROTESTANT: NOEL KRAHFORST

By: Noel Krahforst Date: 4-26-06
Noel Krahforst

APPLICANT: BEAR RIVER CASINO

By: Edwin Smith Date: 4-26-06
Edwin Smith, Vice-Chairman
Bear River Casino