APRIL 25, 2006 – SPECIAL MEETING
Yuba County Government Center
Board of Supervisors’ Chambers
915 Eighth Street, Suite 109A
Marysville, California
Unless otherwise indicated

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Authority only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers must fill out a “Request to Speak” card and submit it to the Clerk of the Board of Supervisors.

2:00 P.M. I  CALL TO ORDER

II  ROLL CALL – Directors Rick Brown, Mary Jane Griego, Dan Logue, Richard Webb

III  ACTION ITEMS

A. Adopt resolution adopting the addendum to the Final Environmental Impact Report for the Bear River and Western Pacific Interceptor Canal levee Improvement Projects.

B. Approve amendment to contract with GEI for final design of Phase 4 Stage 1 and authorize Chairman to execute same.

C. Adopt Resolution amending Resolution 05-12 as it relates to Danna and Danna, Incorporated and Assessor's Parcel Nos. 016-120-005, 016-150-020, and 016-150-021.

D. Adopt resolution amending Resolution 05-13 as it relates to Danna Investment Company and Assessor's Parcel Nos. 016-150-004 and 016-150-019.

IV  ADJOURN
TO: Three Rivers Levee Improvement Authority Board
FROM: Ric Reinhardt, Program Manager
SUBJECT: Consider Passing Resolution to Adopt the Addendum to the Final Environmental Impact Report (FEIR) for the Bear River and Western Pacific Interceptor Canal levee Improvements Project

Recommended Action

Consider passing attached resolution to adopt the Addendum to the FEIR for the Bear River and Western Pacific Interceptor Canal Levee Improvements Project.

Discussion

Refinement of design of several project elements is required based on additional engineering analysis. The refined elements include: increase in the capacity of Pump Station #6, repair and upgrade of the Algoncon Canal – Feather River Boulevard Culvert, and temporary dewatering of the Algoncon Canal to allow construction of Pump Station No. 6 and fixes to the culvert. These project refinements required consideration of environmental impacts. These have been assessed and described in an addendum to the FEIR. A Jones & Stokes Memorandum, attached, describes in more detail the changes proposed and need for the addendum. This addendum will keep the FEIR up to date and meets CEQA requirements.

Fiscal Impact

No fiscal impact would occur from adoption of this Resolution.
BEFORE THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION NO._______.

RESOLUTION TO ADOPT THE ADDENDUM TO THE
FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)
FOR THE BEAR RIVER AND WESTERN PACIFIC
INTERCEPTOR CANAL LEVEE IMPROVEMENTS
PROJECT

WHEREAS, the Three Rivers Levee Improvement Authority proposed the Upper Bear River and Western Pacific Interceptor Canal (WPIC) Levee Improvements Project to bring deficient levee sections up to standards to achieve certifiable 100-year flood protection. Specifically, most of the northern levee of the Bear River and several reaches of the WPIC have insufficient height to provide the desired level of flood protection. Additionally, some levee reaches have problems associated with levee stability and susceptibility to erosion. The flood control improvements would include seepage protection, reconstruction of levee reaches that failed as a result of 1997 overtopping, erosion protection, the relocation of Pump Station No. 6, and raising the height of the levee.

WHEREAS, the Board ratified the certified Bear River and WPIC Levee Improvements Project FEIR, and adopted the Findings of Fact and a Mitigation Monitoring Program for the Project which were all in compliance with the California Environmental Quality Act (CEQA) on August 12, 2004; and,
WHEREAS, the Three Rivers Levee Improvement Authority modified the project as an Addendum to the FEIR to include installing 4 pumps with a greater discharge capacity, placement of an 8-inch concrete cap on the top of the levee at the location of the discharge pipes, clearing out the culverts passing under Feather River Boulevard, and dewatering areas of the Algodon Canal proximate to these other activities.

WHEREAS, the Authority Board of Directors must adopt the Addendum to the FEIR in order to begin implementation of the modifications of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Addendum to the FEIR (SCH#2004032118) for the project was prepared in accordance with CEQA. In addition, the Findings of Fact and Mitigation and Monitoring Program of the FEIR formally adopted August 12, 2004 are appropriate for the actions proposed in the Addendum.

3. The Authority Board of Directors authorizes and directs Authority staff to prepare and file a CEQA Notice of Determination within 5 working days following the date of adoption of this Resolution with the County Clerk of the County of Yuba and with the State of California.
4. By adopting this Resolution, the actions of the Addendum are hereby approved.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Three Rivers Levee Improvement Authority, on the _____ day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

__________________________
Chairperson

ATTEST: DONNA STOTLEMEYER
Clerk of the Board of Supervisors

__________________________
Approved as to form

__________________________
DANIEL G. MONTGOMERY,
County Counsel
THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY
GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CA 95901-5173
(530) 749-7575  (530) 749-7312 Fax

April 25, 2006

TO:     Three Rivers Levee Improvement Authority Board
FROM:   Ric Reinhardt, Program Manager
SUBJECT: Consider Amendment to Contractual Agreement with GEI Consultants for TRILIA Phase 4, Stage 1 - Feather River Levee Repairs, Strengthen in Place Final Design and Construction Documents

Recommended Action

Approve a contract amendment (Amendment 1) with GEI Consultants for the final design of the TRILIA Phase 4, Stage 1 - Feather River Levee Repairs Strengthen in Place. The specific amendment terms are detailed in the attached document (i.e., the contract document).

Discussion

The Feather River section of Phase 4 of the TRILIA project comprises the east bank levee of the Feather River between the Bear and the Yuba River levees. A problem identification study completed by Kleinfelder, under contract to TRILIA, confirmed inadequacies in certain reaches of the levees. Current contract efforts are evaluating the feasibility of a setback levee from project levee mile (PLM) 17.1 to 23.6. Current efforts are also completing an Environmental Impact Report for the entire Feather Phase 4 reach. The decision has already been made to strengthen in place the remainder of the Feather levee. These portions are PLM 13.3 to 17.1 and 23.6 to 26.1 and the Yuba River south levee from PLM 0.0 to 0.3, a total of 6.6 miles of levee. It is proposed to construct the strengthen in place portion of the levee in 2007. To do this, efforts to complete final design, prepare plans and specifications, obtain environmental permits for the construction, and prepare bid documents must be initiated now. The subject amendment would authorize GEI Consultants to accomplish these tasks. GEI submitted an initial proposal which was reviewed by the Design Manager. A review memorandum is attached to this staff report. The final amendment amount is for $3,082,240.
Fiscal Impact

The contract amendment would increase the existing contract by $3,082,240 for services on a time-and-expenses basis, to a maximum amount not to exceed $4,521,640 without prior authorization by TRLIA. The Reclamation Board will be asked to adopt a resolution at their April 21 Board meeting that will lift the building permit restriction. Approval of this resolution will provide an additional level of assurance that the Phase 4 finance plan will be implemented in June/July of this year. The Orchard and Montrose agreements are very close to completion and will add an additional $2.2 M for immediate use in the TRLIA Program. The BE/GEI contract amendment is a time and materials contract that can be terminated without penalty. The exposure for work to be completed in May and June is estimated at $700,000.
AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES FOR PHASE 4 FEATHER RIVER LEVEE REPAIRS BETWEEN THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND BOOKMAN-EDMONSTON/GEI CONSULTANTS

THIS AMENDMENT TO AGREEMENT is made effective April 13, 2006, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Consultant"), who agree as follows:

1. Recitals. This Amendment is made with reference to the following background recitals:

1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee project.

1.2. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.

2. First Amendment to Agreement. The Professional Services Agreement is hereby amended as follows:

2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B/E/GEI, dated December 13, 2005) is amended to expand the scope of work as described by the attached Exhibit A dated April 13, 2006 to include the Phase 4 Feather River levee repairs, approximate Feather River left bank PLM 13.3 to 17.1 and PLM 23.6 to 26.1 and Yuba River left bank PLM 0.0 to 0.3.

2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended to include the additional amounts of $3,082,240 (Exhibit B) for a total contract of $4,521,640 (including Optional Task).

3. No Effect on Other Provisions. Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
________________________________________, 2006.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

BOOKMAN-EDMONSTON, A
DIVISION OF GEI
CONSULTANTS, INC.

__________________________
Charles K. McClain
Executive Director

__________________________
Raymond D. Hart
Senior Vice President

ATTEST:
DONNA STOTTLEMEYER
SECRETARY, THREE RIVERS

APPROVED AS TO FORM:
DANIEL G. MONTGOMERY
COUNTY COUNSEL

__________________________
EXHIBIT A

SCOPE OF WORK FOR DESIGN OF PHASE 4 FEATHER RIVER LEVEE REPAIRS, APPROXIMATE FEATHER RIVER LEFT BANK PLM 13.3 TO 17.1 AND PLM 23.6 TO 26.1 AND YUBA RIVER LEFT BANK PLM 0.0 TO 0.3

A.1 BACKGROUND

Studies by the Department of Water Resources (DWR), U.S. Army Corps of Engineers (Corps), and Three Rivers Levee Improvement Authority (TRLIA) indicate that several reaches of the left (east) Feather River levee between the mouth of the Yuba River and the Reclamation District No. 784 (RD 784) Pump Station No. 2 do not satisfy geotechnical criteria for seepage at the 100-year water surface. Most recently, a Problem Identification Report (PIR) prepared by Kleinfelder for TRLIA addressed the left bank levee from approximate project levee mile (PLM) 13.3 near Pump Station No. 2 to the beginning of the Yuba River left bank levee at approximate PLM 26.1. The purpose of the PIR was to perform a feasibility-level evaluation of the subsurface geotechnical conditions and levee conditions in accordance with Federal Emergency Management Agency (FEMA) requirements. The conclusions of the PIR indicate that portions of the subject levee do not currently meet FEMA geotechnical certification requirements for through-seepage or underseepage.

A.2 OBJECTIVE

The objectives of the Feather River levee repairs are: (1) to secure flood protection for at least a flood event with a 0.3 percent (or 1 in 333) annual chance of exceedance, (2) to help secure FEMA certification of the subject reaches of levee, (3) to achieve these objectives as soon as possible, and (4) to incorporate environmental mitigation as appropriate.

For purposes of this Scope of Work, the left bank levee of the Yuba River between PLM 0.0 and 0.3 (from the north end of the Feather River levee to the Western Pacific Railroad bridge) is included with the reach of Feather River levee to be evaluated and will not be referred to separately except where specifically needed. The levee reach under study is shown on Figure 1.

A.3 APPROACH

Primary alternatives for upgrading the left bank Feather River levees include (1) strengthening the levee, and (2) strengthening certain segments and replacing other segment(s) of the existing levee with a new levee located at some distance from the existing levee. This second option is referred to herein as a “setback levee.” Also, in the context of this scope, the term “levee strengthening” is a general term that means levee modifications to improve seepage and/or stability deficiencies.

This scope of work addresses the reaches of the left bank Feather River levee that are to be upgraded by strengthening the levee to meet project objectives. These reaches include the Feather River levee PLM 13.3 to 17.1 and PLM 23.6 to 26.1, and the Yuba River left bank levee.
This scope of work does not include the reach of Feather River levee between approximately PLM 17.1 and 23.6. This levee reach is the subject of an ongoing Phase 4 Alternatives Analysis that is evaluating setback levee and existing levee strengthening options. Detailed design of repairs for this reach will await the evaluation of alternatives and selection of an alternative for implementation.

The proposed work breakdown structure is listed below:

Task 1 – PreDesign/Detailed Investigation
1.1 – Site Visits/Data Review
1.2 - Basis of Design Report
1.3 – Field Exploration
1.4 – Geotechnical Data Report
1.5 – Phase 1 Environmental Site Assessment

Task 2 – Detailed Design and Construction Documents
2.1 – Engineering Analyses
2.2 – Hydraulic Modeling
2.3 – Geomorphic Studies
2.4 – Design of Protective Measures for Environmental Resources
2.5 – Facilities Design, Including Drawings
2.6 – Specifications
2.7 – Design Report
2.8 – Construction Cost Estimate and Schedule
2.9 – Construction Contract Documents

Task 3 – Bidding and Contract Award

Task 4 – Environmental Coordination and Permitting

Task 5 – Project Management

A brief description of the scope of each task is presented under the heading SCOPE OF SERVICES AND DUTIES below. A tentative project schedule is shown on Figure 2. The schedule shows the proposed implementation sequence with major summary activities (engineering, environmental/permitting, land acquisition, and construction).

General Assumptions:

- Available data developed by the Corps, RD 7RK, DWR, TRCA and their respective consultants will be made available to the Consultant and will be relied upon by the Consultant in the performance of our services.

- Land acquisition services, land pricing, preparation of plats and legals, right-of-way negotiations, and negotiation of access agreements are not included in B-ENG’s

Exhibit A
4/13/06
scope. It is assumed that necessary land pricing input and right-of-entry will be provided to B-E/GEI by TRILIA and its other consultants at the appropriate times.

- Engineering services during construction and construction management services are not included in this scope.

- Based on a review of the water surface profiles and levee crown profile presented in Kleinfielder's PIR dated February 2008, it is our understanding that the existing Feather River levee has sufficient freeboard for the 1,200 AEP water surface profile. Therefore, it is assumed that a levee raise is not required.

- All necessary CEQA compliance will be covered under the separate, previously awarded Phase 4 Alternative Analysis contract. If it is determined that additional CEQA compliance is needed to address environmental effects not covered by the EIR (e.g., development of a new borrow site not identified at the time of the EIR preparation), an additional scope and budget would be prepared.

A.4 SCOPE OF SERVICES AND DUTIES

The services to be provided by Consultant and the scope of Consultant's duties include the following:

Task 1. Pre-Design / Detailed Investigations

Task 1.1. Site Visits/Data Review

Site visits to the left bank Feather River levee area will be required to obtain information, assess existing site conditions and reconcile design details with actual field conditions. A kickoff meeting will be held between design team members and TRILIA personnel to discuss design, operations, and environmental criteria and requirements. Available information pertaining to levee design, construction and performance will be collected, reviewed for relevance, and incorporated into the levee repair design as appropriate. Information collected and reviewed will include details from previous levee evaluation studies, levee repair and maintenance information, Corps investigations, the PIR, and construction records.

Deliverables:

- Data obtained will be included in other reports described below.

Assumptions:

- TRILIA will provide B-E/GEI with all available information from their files, including information prepared by Kleinfielder for the PIR, Corps studies, DWR studies, and other related work.
Task 1.2. Basis of Design Report

The Basis of Design Report (BDR) will establish the design basis and will present the criteria, methods of analysis, and standards to be used in the design of the levee upgrades. The general design criteria established in the PIR will be reviewed and verified. FEMA levee certification criteria will be set forth and will be the basis for assuring conformance in design and construction. FEMA requirements are described in Section 65.10 of the National Flood Insurance Program (NFIP) regulations and summarized in Appendix H of FEMA’s Guidelines and Specifications for Flood Hazard Mapping Program. Corps, Reclamation Board, and RD 784 operations requirements will be addressed in establishing the design criteria.

Deliverables:

- Draft and final Basis of Design Report

Assumptions:

- One round of regulatory comments.
- Two-week turn-around time for regulatory comments.

Task 1.3. Field Explorations

This task will begin with the collection and assimilation of existing geotechnical data developed by the Corps and its consultants, TRILIA and RD 784’s consultants, DWR, and B-E/CEI from previous studies. An evaluation of geotechnical data gaps will be made and a detailed Field Exploration Work Plan prepared. Field explorations in support of the levee repair design are anticipated to include the following:

- Review of geologic mapping of the levee alignment and detailed geologic reconnaissance to augment the existing information.
- Review of current and historical aerial photographs and maps to identify geomorphic features such as buried channels and abandoned meanders that may have an impact on levee performance during flooding.
- Topographic mapping of the levee and potential borrow area site(s). The available topographic mapping from the Corps’ 1997 Comprehensive Study will be reviewed, field checked, and used as the base map. Additional surveys will be performed in areas where greater detail is needed, such as along the crown of the levee and at sections selected for seepage and/or stability analysis. Locations of all borings, test pits, and other explorations performed for this contract will be established by survey methods.
- Drilling of geotechnical test borings through the existing levee and its foundation in areas where the spacing between existing borings exceeds approximately 500 feet, at selected locations along the landside and/or waterside levee toe, and where the available data is insufficient to properly characterize the subsurface conditions to the appropriate depths. These explorations will provide needed data on the levee and foundation geotechnical conditions, including the presence of permeable layers in the embankment and foundation that would require seepage mitigation.

Exhibit A

4/13/06
• Cone penetration testing (CPT) may be used to provide supplemental foundation information between borings along the levee alignment.

• Identification of potential borrow areas if needed for new or expanded seepage berms.

• Excavation of test pits and drilling of test borings in potential borrow areas to define the limits of potential borrow, determine quantity of material available for borrow, and to obtain soil samples for material property testing.

• Sampling and laboratory testing to evaluate material properties for the existing levee and foundation soils and proposed borrow material. Anticipated soil testing includes the following: gradation, unit weight, specific gravity, Atterberg limits, compaction, permeability, consolidation, and shear strength.

Other activities within this task will include preparation of subcontracts, coordinating site access with TRLA, utility clearance, supervision of subcontractors, documenting and logging field exploration activities, and preparing logs and data summaries.

A preliminary site subsurface exploration program is shown in the tabulation below. The final explorations will be adjusted depending upon detailed review of available data and actual site conditions encountered.

<table>
<thead>
<tr>
<th>Exploration</th>
<th>Location</th>
<th>Number</th>
<th>Depth (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Borings</td>
<td>Levee centerline</td>
<td>25 to 35</td>
<td>80 to 120</td>
</tr>
<tr>
<td>Soil Borings</td>
<td>Levee toes</td>
<td>10 to 20</td>
<td>60 to 80</td>
</tr>
<tr>
<td>Test Pits</td>
<td>Borrow areas and levee toe</td>
<td>50 to 60</td>
<td>10 to 15</td>
</tr>
</tbody>
</table>

Deliverables:

• Field Exploration Work Plan
• Topographic maps and surveys

Assumptions:

• One round of regulatory comments for the Field Exploration Work Plan.
• Rights-of-entry will be secured by TRLA in a timely fashion to permit the orderly progress of the work.
• Field investigation program is summarized in the tabulation above.
• The topographic map prepared by the Corps for their 1997 Comprehensive Study will be used as base map for design.

Task 1.4. Geotechnical Data Report

A Geotechnical Data Report will be prepared that will present available geotechnical data and information obtained during the data collection and field investigation activities. Information in this report will include the results of current and previous investigations including:

Exhibit A
4/13/06
• Geologic mapping
• Summary of previous geotechnical field investigations and laboratory testing
• Summary of current geotechnical field investigations and laboratory testing
• Borehole and CPT logs
• Test pit logs
• Field testing results
• Laboratory testing results

Deliverables:
• Draft and final Geotechnical Data Reports

Assumptions:
• One round of regulatory comments for the Geotechnical Data Report.
• Two-week turn-around time for regulatory comments.

Task 1.5. Phase 1 Environmental Site Assessment
A Phase 1 Environmental Assessment will be performed to identify whether recognized environmental conditions (hazardous substances or petroleum products) may be present at the site in areas that could be impacted by levee repair activities. Task activities will include:

• Radius search of listed hazardous materials sites and records listed in California and Federal regulatory databases.
• Review of historic aerial photographs.
• Review of documents on file at the California EPA Central Valley Regional Water Quality Control Board and the Yuba County Board of Environment and Health.
• Interview of landowners or operators of properties within the Site.
• Inspection of properties within the Site.

Deliverables:
• Draft and final Phase 1 Environmental Assessment Report

Task 2. Detailed Design and Contract Documents

Task 2.1. Engineering Analyses
Engineering analyses will be performed for the design of the levee repairs and associated features (berms, drainage structures, etc.). These analyses will include:
• Levee through-seepage and underseepage
• Levee stability
• Levee settlement (if a landslide bern is contemplated)
• Levee erosion resistance
• Relief well and drainage analyses
• Grading plans
• Borrow area development
• Structural evaluations and other analyses as required

Results of these analyses will be presented in a Design Report, to be prepared under Task 2.7.

Assumptions:
• Up to thirty-five representative levee cross sections will be analyzed for through-
  seepage and underseepage. Up to ten sections will be analyzed for stability. Up to
  five sections will be analyzed for settlement.
• Preparation of an interior drainage study for the RD 794 basin, as may be needed
  for FEMA certification, is not included in this scope.

Task 2.2. Hydraulic Modeling
This task will summarize the hydraulic analysis of the existing levee on the Feather River using
the existing Feather-Yuba HEC-RAS model. Hydraulic analyses will be performed for
the existing levee as well as the setback levee alternative alignments between PLM 17.1 and 23.6
shown in the March 9, 2006 Alternatives Identification Memorandum (three different
alignments). Because the hydraulic modeling under this task will be concluded before a final
decision has been made on the configuration for levee repairs between PLM 17.1 and 23.6, the
envelope of the highest water surface profiles will be adopted for design of the strength-in-
place levee repairs. Minor modifications will be made to the HEC-RAS model as needed for
Phase 4 specific needs. Water surface profiles will be developed for the 1:100 and 1:200 annual
exceedence probability (AEP) flood events for two storm centerings. Water surface profiles,
charts, and maps will be prepared to present results.

The analysis will evaluate whether there are downstream impacts. However, the hydraulic
analysis does not include evaluation of mitigation measures (i.e. Thermalito Afterbay
reoperation, forecast-based operation of Orovile and Butte Dam Reservoirs) if there are
downstream impacts.

The existing two-dimensional hydraulic model will be run to develop velocity information along
the left bank levee. The model will be run for the 1-in-100 and 1-in-200 AEP flood events for
two storm centerings. This velocity information will be evaluated to determine if and where
erosion problems may exist along the levee. Erosion protection alternatives will be developed.

Exhibit A
4/13/06
This task also will include meetings and coordination required with the Corps and other agencies and stakeholders to communicate the results of this modeling effort and to obtain agency/stakeholder consensus with the final "design level" product.

Deliverables:

* Hydrologic and Hydraulic Report for Phase 4 Levee Repairs. This report will detail the hydraulic analyses and contain tabular and graphical presentation of the results of those analyses.

Assumptions:

* MBK Engineers will perform the hydraulic modeling and prepare the H&H Report under contract to TRLIA. Budget for the MBK contract is not included herein.
* Evaluation of mitigation measures for downstream impacts (if any) is not included.

Task 2.3. Geomorphic Evaluation

The Yuba, Feather and Bear River basins and channels are continuing to adjust to the effects of hydraulic mining activities of the late nineteenth century. Some of these adjustments include channel degradation, which could have the potential for detrimental effects on the functioning of the subject levee system. For previous Corps studies of the Feather River, geomorphology and sedimentation studies were conducted along this reach of the Feather River to address the stability of the levee for consideration of levee upgrades. A qualitative geomorphic evaluation will be performed to confirm that the proposed levee repair measures will not create short- or long-term effects on the sedimentation and channel and levee stability conditions through this reach. Available information will be reviewed on the existing geomorphic, sediment transport, and channel stability conditions in the project reach. Geomorphic input to the project design will be based on a review of existing sediment data, a field geomorphic reconnaissance, review of literature on historic and existing site conditions to determine geomorphic trends, and review of previous Corps’ geomorphic modeling and evaluation studies for this reach of the river.

Findings will be used to develop preliminary recommendations to the design team with respect to reducing the potential for erosion hazards, and avoiding the potential for the proposed project to create sediment-related problems.

Deliverable:

* A technical memorandum that summarizes the findings.

Assumptions:

* No new analyses are planned for this levee repair project.
* A draft memorandum will be submitted for review and comment.
* Two-week turn-around time for regulatory comments.
Task 2.4. Design of Protective Measures for Environmental Resources

Specific measures to satisfy environmental protection requirements will be designed in this task. An environmental mitigation team consisting primarily of EDAW scientists will implement the task. The design recommendations developed under this task (e.g., buffer zones, exclusion areas) will be based on the information documented during the preparation of the environmental impact report (EIR) under a separate contract and in up to three follow-up surveys and/or site visits with project engineers. The recommendations will be developed for incorporation into the design documents to ensure that documented sensitive resources in the project vicinity will not be adversely affected by project construction activity.

Deliverables:

- A technical memorandum that presents any recommended protective measures and related information, such as requirements for pre-construction surveys, for inclusion in detailed design and contract documents.

Assumptions:

- There will be no changes between the preliminary design evaluated in the EIR and the detailed design that necessitates the evaluation of resources that were not evaluated in the EIR.

Task 2.5. Facilities Design, Including Drawings

This task consists of the layout and design of the proposed levee modifications in the form of drawings. Construction limits, survey control points, borrow and staging areas, environmental protection, construction access roads, and site restoration requirements will be shown on drawings. Designs will be prepared for site excavation and grading, stability and seepage berms, cut-off walls, relief walls, utility relocations, and drainage facilities. The drawings will also include geologic profiles and sections. The drawings will be incorporated into the contract documents for construction. A preliminary list of drawings is included in Table 1. The drawings will be reviewed by TRLIA and other regulatory agencies at the 35%, 90%, and final design levels.

This task will also include support of TRLIA’s right-of-way activities. Right-of-way requirements (temporary and permanent easements) will be defined in this task. However, it is our understanding that BR1 will prepare plats and legal descriptions working under a separate contract with TRLIA.

As discussed in Task 5, an internal Quality Control team will review the drawings and specifications to ensure that they are complete, conform to standards, and meet or exceed TRLIA’s expectations.

Deliverables:

- 35%, 90% and final drawings

Exhibit A
4/13/06
Assumptions:

- A detention basin will not be required.
- Drawing list shown on Table 1.
- Reviews at the 35%, 90%, and final design levels.
- Two-week turn-around time for regulatory comments.
- Right-of-way level of effort assumed; actual right-of-way needs uncertain at this time.
- Plats and legal descriptions not included in scope (will be prepared by BRI under direct contract to TRLIA)

Task 2.6. Specifications

This task consists of the preparation of technical specifications for inclusion in the construction contract documents. A preliminary list of specifications anticipated to be prepared is included in Table 2.

The specifications will be reviewed by TRLIA and other regulatory agencies along with the drawings (Task 2.5) at the 35%, 90%, and final design levels.

As discussed in Task 5, an internal Quality Control team will review the specifications to ensure that they are complete, conform to standards, and meet or exceed TRLIA’s expectations.

Deliverables:

- 35%, 90% and final technical specifications.

Assumptions:

- Specification list is shown on Table 2.
- Reviews at the 35%, 90% and final design levels.
- Two-week turn-around time for regulatory comments.

Task 2.7. Design Report

Results of the analyses performed in Task 2.1 will be presented in a Design Report. The Design Report will contain an interpretation and evaluation of the geological and geotechnical information applicable for the design of the levee repair measures. The report will provide the basis for the geotechnical design including the selection of geotechnical parameters and the analysis of slope stability, seepage, erosion, and settlement. The report also will present the basis for the hydraulic and levee design, derived from Task 2.2, as well as the geomorphic studies conducted in Task 2.3.

Exhibit A
4/13/06
Deliverables:

- Draft and final Design Report

Assumptions:

- One round of regulatory comments for the Design Report.
- Two-week turn-around time for regulatory comments.

Task 2.8. Construction Cost Estimate and Schedule

An engineer’s cost estimate and schedule will be prepared for construction of the levee repairs, as well as for evaluation of construction bids. The cost estimate will be a budget-level estimate, and construction contingencies and escalations appropriate to this level of estimate will be included. Quantity takeoffs will be prepared in support of the cost estimate. The quantity takeoffs will also be used in developing the bid schedule under Task 2.9. The cost estimate and schedule will be reviewed by TRLIA along with the drawings and specifications (Tasks 2.5 and 2.6) at the 35%, 90%, and final design levels.

Deliverables:

- 35%, 90% and final Engineer’s construction cost estimate and construction schedule

Assumptions:

- Reviews concurrent with 35% and 90% drawings and specifications.

Task 2.9. Contract Documents

Contract documents will be assembled in preparation for procuring a construction contract to implement the levee repair measures. The contract documents are expected to include:

- Scope of work
- Construction bid schedule (quantities prepared in Task 2.8)
- Measurement and payment provisions
- Drawings (prepared in Task 2.5)
- Technical specifications (prepared in Task 2.6)
- Standard TRLIA contract, general provisions and forms
- Special provisions, as necessary

Deliverables:

- Draft and final contact documents
Assumptions:

- The contract, general provisions, and other standard information to be included in the contract documents will be adopted from the Bear River Seback Levee Project.
- A single construction contract will be awarded.
- TRLIA will provide electronic files of other related contract documents (e.g., Upper Bear, WPIC, and Yuba River projects) for reference.

Task 3. Bidding/Contract Award

The contract documents will be issued for bid to qualified contractors. Activities under this task are expected to include the following:

- Assist TRLIA in pre-qualifying contractors
- Prepare letter of invitation to bid, including Instructions to Bidders and Notice to Contractors
- Prepare package of information for bidders
- Issue bid package to prequalified bidders
- Conduct pre-bid meeting and site visit
- Respond to bidders’ questions and prepare bid addenda, as needed
- Receive and evaluate bids
- Recommend bid award

Deliverables:

- Bidding support documents (letter of invitation, contractor prequalification documents)
- Responses to bidders’ questions/preparation of bid addenda
- Bidder evaluation/recommendation

Assumptions:

- Attend one pre-bid meeting
- Prepare three addenda to the bid package

Task 4. Environmental Coordination and Permitting

Based on preliminary assessment of aerial photographs and previously documented environmental conditions in the project area, it is assumed that no Section 404 permitting or species take permits will be required for the subject levee repairs. This subtask entails

Exhibit A
4/13/06
conducting informal coordination and consultation with regulatory agencies to ensure their understanding of the project design, coordinate on any measures needed to protect nearby sensitive resources, and obtain agency concurrence that measures incorporated into the project will be sufficient to preclude the need for permitting. EDAW will prepare memoranda providing project description details, information on anticipated construction methods, the locations of sensitive resources in the vicinity of the project site, and descriptions of the measures incorporated into the project design to protect sensitive biological resources as necessary. It is anticipated that coordination will be conducted with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, NOAA Fisheries, and California Department of Fish and Game and that up to three site visits and three meetings with agency personnel may be required.

This task will also include preparing draft and final versions of a Reclamation Board permit application and backup information for the levee repairs and submitting the application package to the Reclamation Board. It is assumed that two drafts will be prepared before the application package is finalized and that all exhibits will be prepared by the engineering team.

Deliverables:

• Memoranda documenting project details, sensitive resource conditions in the vicinity of the project sites, and avoidance measures.

• Draft and final application package for Reclamation Board permit

Assumptions:

• No CEQA compliance will be required under this scope (performed under a separate contract).

• The subject levee repairs will be designed to avoid any Corps-jurisdictional features and sensitive habitats such that environmental permits will not be required.

• As indicated in the MBK report, Sites 2 and 17 in the Three Rivers Levee Improvement Authority Phase IV Erosion Investigation (MBK Engineers, February 2006) will not require water-side protection, and no other water-side improvements will be required.

• Level of effort for Agency consultation is uncertain. Best estimate has been included as a budget allocation.

Task 5. Project Management

Project management and coordination are essential to ensure the successful completion of the Feather River levee repair and subsequent certification. The project management task will include the following activities:

• Management and supervision of the design team

• Management, coordination and evaluation of subconsultant services

• Project and design coordination meetings

Exhibit A
4/13/06
• Documentation of meetings
• Coordination of design activities with TRLIA personnel
• Coordination of design activities and design reviews with DWR, DFG, Corps, and Reclamation Board
• Preparation of monthly invoices and quarterly progress reports to TRLIA with current financial information and updated schedule. For continuity and consistency, the already established process and format for progress reports to DWR will be maintained.

This task will also include convening a two- or three-member Board of Senior Consultants (BOSC), which will provide the TRLIA with independent reviews of engineering design activities. It is anticipated that the two members of the BOSC for the Bear River Sethask Levee (Dr. Faiz Makdisi and Mr. Donald Babbitt) will also form part of the BOSC for the Feather River levee repairs, and a third member could be added if desired by TRLIA. Periodic meetings will be held with the BOSC to review work plans, the results of field investigations, design studies, reports, design drawings, technical specifications, and construction contracting strategies. In advance of each meeting, the design team will prepare and distribute an agenda with the questions for which BOSC input is specifically requested, as well as supporting reports and meeting materials. Representatives of DWR, the Corps and the Reclamation Board will be invited to participate in the BOSC meetings, which will be a main tool for briefing and obtaining input and early concurrence from these organizations. At the conclusion of each meeting, the BOSC will prepare a formal letter report, and the recommendations will be addressed in the design of the levee repairs.

Preparation of the Quality Control Plan (QCP) will also be included in this task. The QCP will establish the procedures, policies and actions for ensuring that the work is carried out to acceptable standards of quality and the project is implemented on time and within budget. The QCP will include preparation, review, coordination and checking of work products at each step of their development. Work products include the key deliverables and support documentation, such as work plans, design basis documents, technical memoranda, geotechnical data, drawings, and reports. The project management team will be responsible for the assurance that these procedures are being implemented.

B-E/GEI's QC team will review technical approaches and verify that deliverables and supporting documents prepared for the TRLIA are complete, conform to standards, and meet or exceed the expectations of TRLIA and the management of the B-E/GEI Team firms.

Deliverables:
  • Schedule
  • Monthly invoices
  • Quarterly project status reports
  • Meeting minutes
  • BOSC documentation

Exhibit A
4/13/96
• Draft and final Quality Control Plan

Assumptions:

• One project kick-off meeting
• Twelve half-day project progress meetings
• Four quarterly progress reports
• Two one-day BOSC meetings
# Table 1. Preliminary List of Drawings for Feather River Levee Repairs

**GENERAL**
- Project Location and General Notes (1 sheet)
- List of Drawings (1 sheet)
- Project Boundary and Clearing Plan (1 sheet)
- Demolition of Structures (1 sheet)
- Environmental Resource Exclusion Zones (1 sheet)
- Environmental Resource Protection Details (1 sheet)
- Survey Control System (1 sheet)
- Construction Access Routes (1 sheet)
- Staging Areas (1 sheet)
- Site Restoration (1 sheet)
- Borrow Area Reclamation (2 sheets)
- Typical Power Line Details (2 sheets)
- Drawings T&B (5 sheets)
- Typical Cross-Sections (5 sheets)
- Typical Relief Well Details (1 sheet)
- Typical Slurry Wall Details (3 sheets)
- Pipe Gate Details (1 sheet)
- Drainage Plans, Sections and Details (5 sheets)
- Removal and Relocation of Existing Utilities and Facilities (5 sheets)

**ELECTRICAL/OTHER**
- Electrical Drawings (5 sheets)

**GEOLOGY**
- Geology Plan (1 sheet)
- Surface Soils (1 sheet)
- Borehole Locations (7 sheets)
- Geologic Profile Along Levee Alignment (3 sheets)
- Geologic Sections (4 sheets)
- Borrow Area Geologic Plans and Sections (1 sheet)

**CIVIL**
- General Plan (1 sheet)
- Levee Detailed Plan & Profile (1 inch=50 ft scale; 1,100 ft per drawing; 28 sheets)
- Levee Cross-Sections (8 sheets)
- Borrow Area Plan and Excavation Plan (2 sheets)
- Ramps Plan, Profile and Sections (2 sheets)
- Relief Well Plans and Sections (2 sheets)
Table 2. Preliminary List of Specifications for Feather River Levee Repairs

<table>
<thead>
<tr>
<th>DIVISION 1 - GENERAL REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Summary of Work</td>
</tr>
<tr>
<td>• Measurement and Payment</td>
</tr>
<tr>
<td>• Submittal Procedures</td>
</tr>
<tr>
<td>• Sources for Reference Publications</td>
</tr>
<tr>
<td>• Contractor Quality Control</td>
</tr>
<tr>
<td>• Temporary Construction Facilities</td>
</tr>
<tr>
<td>• General Signage and Safety</td>
</tr>
<tr>
<td>• Construction and Demolition Waste Management</td>
</tr>
<tr>
<td>• Closeout Submittals</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 2 - SITEWORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Mobilization and Demobilization</td>
</tr>
<tr>
<td>• Temporary Water Diversion and Control</td>
</tr>
<tr>
<td>• Subsurface Drilling, Sampling and Testing</td>
</tr>
<tr>
<td>• Relief Wells</td>
</tr>
<tr>
<td>• Demolition</td>
</tr>
<tr>
<td>• Excavation and Site Preparation</td>
</tr>
<tr>
<td>• Soil Stabilization</td>
</tr>
<tr>
<td>• Earthwork</td>
</tr>
<tr>
<td>• Cement-Bentonite Slurry Cutoff Wall</td>
</tr>
<tr>
<td>• Geosynthetics</td>
</tr>
<tr>
<td>• Temporary Erosion Control</td>
</tr>
<tr>
<td>• Asphalt Paving and Surfacing</td>
</tr>
<tr>
<td>• Storm Drainage Discharge Pipe and Culverts</td>
</tr>
<tr>
<td>• Underdrains</td>
</tr>
<tr>
<td>• Fences and Gates</td>
</tr>
<tr>
<td>• Site Restoration</td>
</tr>
<tr>
<td>• Erosion Control Seeding</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 3 - CONCRETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Concrete for Minor Structures</td>
</tr>
<tr>
<td>• Shotcrete</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 5 - METALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Miscellaneous Metals</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 15 - MECHANICAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Pumps</td>
</tr>
<tr>
<td>• Piping</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION 16 - ELECTRICAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Electrical Construction Work</td>
</tr>
<tr>
<td>• Conduit, Boxes and Grounding</td>
</tr>
<tr>
<td>• Wire, Fuses and Terminal Blocks</td>
</tr>
<tr>
<td>Task</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>Task 1</td>
</tr>
<tr>
<td>Task 2</td>
</tr>
<tr>
<td>Task 3</td>
</tr>
<tr>
<td>Task 4</td>
</tr>
<tr>
<td>Task 5</td>
</tr>
<tr>
<td>Task 6</td>
</tr>
<tr>
<td>Task 7</td>
</tr>
<tr>
<td>Task 8</td>
</tr>
<tr>
<td>Task 9</td>
</tr>
<tr>
<td>Task 10</td>
</tr>
<tr>
<td>Task 11</td>
</tr>
<tr>
<td>Task 12</td>
</tr>
<tr>
<td>Task 13</td>
</tr>
<tr>
<td>Task 14</td>
</tr>
<tr>
<td>Task 15</td>
</tr>
<tr>
<td>Task 16</td>
</tr>
<tr>
<td>Task 17</td>
</tr>
<tr>
<td>Task 18</td>
</tr>
<tr>
<td>Task 19</td>
</tr>
<tr>
<td>Task 20</td>
</tr>
<tr>
<td>Task 21</td>
</tr>
</tbody>
</table>

**Total Estimated Labor Effort and Cost:** $2,876,876,400, $465,800, $5,000, $7,238,400

**Notes:**
1. See Section A.4 for scope of work for each task.
2. Estimated labor hours shown below do not include hours for other TRLA contractors (e.g. MWA and BRB).
3. Estimated labor hours may be based on our understanding of the project requirements, and the attached scope of work.
4. Hydraulic Analysis performed by MBK under contract to TRLA - costs for analysis and report preparation not included.
5. Preparation of plans and submittals performed by BRB under contract to TRLA - costs not included.
6. Labor and time are based on current contract (2020) schedule of payment terms and estimated costs, except as noted in columns 7 below. Costs and fees vary as per contract, and are subject to change as per contract.
7. In discussions with TRLA, it is agreed the GEIES have been developed by TRLA, and that all costs incurred in connection with the design and construction of the project are included in the GEIES and provided to TRLA.
# Fee Schedule and Payment Terms

**Exhibit B (Page 2 of 2)**

## Fee Schedule

<table>
<thead>
<tr>
<th>Personnel Category</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Engineer/Consultant - Grade 1</td>
<td>$80</td>
</tr>
<tr>
<td>Staff Engineer/Consultant - Grade 2</td>
<td>$88</td>
</tr>
<tr>
<td>Engineer/Consultant - Grade 3</td>
<td>$98</td>
</tr>
<tr>
<td>Associate Engineer/Consultant - Grade 4</td>
<td>$108</td>
</tr>
<tr>
<td>Senior Engineer/Consultant - Grade 5</td>
<td>$129</td>
</tr>
<tr>
<td>Managing Senior Engineer/Consultant - Grade 6</td>
<td>$149</td>
</tr>
<tr>
<td>Executive Engineer/Consultant - Grade 7</td>
<td>$175</td>
</tr>
<tr>
<td>Principal Executive Engineer/Consultant - Grade 8</td>
<td>$196</td>
</tr>
<tr>
<td>Managing Executive Engineer/Consultant - Grade 9</td>
<td>$218</td>
</tr>
<tr>
<td>Senior Principal</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Senior CADD Operator</strong></td>
<td>$39</td>
</tr>
<tr>
<td>CADD Operator and Senior Technician</td>
<td>$39</td>
</tr>
<tr>
<td>Technician, Administrative/Clerical Staff</td>
<td>$72</td>
</tr>
<tr>
<td>Office Aide</td>
<td>$57</td>
</tr>
</tbody>
</table>

**Expenses:**
- Expert Witness Testimony will be billed at $250 per hour for Principal Executive Engineer/Consultant and above, and at $200 per hour for all other classifications.
- Rates are billed for both regular and overtime hours in all categories.
- Rates will increase upon the project's anniversary, at GEI's option, for all contracts that extend beyond twelve (12) months after the contract start date.

### Other Project Costs

- **Subconsultants, Subcontractors, and Other Project Expenses**: All costs for subconsultants, subcontractors, and other project expenses will be billed at costs plus a 15% service charge. Examples of such expenses include but are not limited to subsurface data, geotechnical, electrical, mechanical, construction, etc.
- **Consultant Services**: Consultant services are categorized under Subconsultants, Subcontractors, and Other Project Expenses.
- **Computer Programs**: Computer usage fee for CAD and specialized technical programs will be billed at a rate of $100 per hour in addition to the labor required to operate the computer.
- **Transportation and Subsistence**: Automobile expenses for GEI or employee owned cars will be billed at the rate per mile as set forth in the Internal Revenue Service for travel expenses plus tolls and parking charges. Work-related travel for projects over 100 miles away will be paid at a per diem rate consistent with the Internal Revenue Service guidelines. Non-work-related travel will be paid at the rate established for each project. For foreign countries, expenses for transportation, health insurance, and other necessities are payable as per the rate established for each project.

### Payment Terms

Invoices will be submitted monthly or upon completion of a specific phase of service, as described in the accompany contract (independent project, or agreement document) that is signed and dated by GEI and EEFPO.

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% per month on amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by check or direct deposit to the account specified by GEI and are subject to verification by GEI's invoice number.

---

Fee Schedule - STD CA 2006

Effective January 1, 2006
RESOLUTION NO. ________

A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AMENDING RESOLUTION 05-12

This Resolution is adopted based on the following facts, among others:

1. On August 30, 2005, the Board of Directors of the Three Rivers Levee Improvement Authority (TRLIA) adopted Resolution No. 05-12.

2. Resolution No. 05-12 declared the public necessity of taking certain property for the repair, construction, installation and maintenance of the Bear River Levee System ("the project").

3. Subsequent to the adoption of Resolution No. 05-12, TRLIA filed suit in the Yuba County Superior Court to take by eminent domain the property described in that resolution. That action is now pending as TRLIA v. Danna & Danna, Inc., Yuba County Superior Court No. 05-9000680.

4. Representatives of TRLIA have met with the owner of the property described in Resolution No. 05-12 and advised the owner that some additional property is needed for the project and have shown to the owner maps and legal descriptions regarding such additional property.

5. The owner of the property described in Resolution No. 05-12 has consented to the adoption of this Resolution without further notice or hearing.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY HEREBY RESOLVES AS FOLLOWS:

Section 2 of Resolution No. 05-12 is amended to read as follows:

SECTION 2. The general location and extent of the Property to be acquired is as set forth in the legal descriptions attached hereto as follows:

Exhibit 1

<table>
<thead>
<tr>
<th>APN 016-120-005</th>
<th>Legal Description - North Detention Basin - Fee Take</th>
<th>Exh. A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Legal Description - South Detention Basin - Fee Take</td>
<td>Exh. B</td>
</tr>
<tr>
<td></td>
<td>Map of A and B</td>
<td>Exh. C</td>
</tr>
<tr>
<td></td>
<td>Legal Description - Permanent Access Easement</td>
<td>Exh. D</td>
</tr>
<tr>
<td></td>
<td>Map of A and B</td>
<td>Exh. E</td>
</tr>
<tr>
<td></td>
<td>Legal Description - Permanent Access Easement</td>
<td>Exh. F</td>
</tr>
<tr>
<td></td>
<td>Map of D, E and F</td>
<td>Exh. G</td>
</tr>
</tbody>
</table>

TRLIA/Danna
51697v1 13462/0066
4/25/2006
[NOTE: ADDITIONAL PROPERTY IS BEING TAKEN FROM APN 016-120-005 IN ADDITION TO THAT DESCRIBED IN RESOLUTION NO. 05-12.]

Exhibit 2

APN 016-150-020  
Legal Description - Setback Levee - Fee Take  Exh. A
Map of Exhibit A  Exh. B
Temporary Construction Easement  Exh. C
Map of Exhibit C  Exh. D

[NOTE: THERE IS NO CHANGE IN THE PROPERTY TO BE ACQUIRED FROM APN 016-150-020 FROM THAT DESCRIBED IN RESOLUTION NO. 05-12.]

Exhibit 3

APN 016-150-021  
Legal Description - Setback Levee - Fee Take  Exh. A
Map to Exhibit A  Exh. B
Temporary Construction Easement  Exh. C
Map to Exhibit C  Exh. D

[NOTE: THERE IS NO CHANGE IN THE PROPERTY TO BE ACQUIRED FROM APN 016-150-021 FROM THAT DESCRIBED IN RESOLUTION NO. 05-12.]

All exhibits are incorporated herein by reference.

PASSED AND ADOPTED by the Board of Directors of the Three Rivers Levee Improvement Authority this 25th day of April, 2006 by a two-thirds (2/3) or greater vote as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

__________________________
CHAIRPERSON

TRULIA/Diana
916397V1 35662/39966

4/13/2006
ATTEST:

Donna Stotlemeyer, Secretary

APPROVED AS TO FORM

TRILIA General Counsel
EXHIBIT "A"

PARCEL A
NORTH BASIN

All that real property situate in the County of Yuba, State of California, being a portion of block 18 and 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 7 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Danna & Danna, Inc., a California Corporation, recorded in book 317 at page 563, Yuba County Official Records lying northerly and westerly of the following described line:

Beginning at a point on the northerly boundary of said Danna parcel and approximate centerline of Feather River Boulevard from which a 1/4" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2, bears South 36°59'41" East, a distance of 4835.89 feet; thence leaving said centerline South 00°40'31" East, a distance of 1242.47 feet; thence South 00°34'33" West, a distance of 94.16 feet; thence South 29°07'06" West, a distance of 473.81 feet; thence South 71°03'14" West, a distance of 292.68 feet; thence North 84°14'16" West, a distance of 131.23 feet; thence North 47°33'39" West, a distance of 17.52 feet; thence WEST, a distance of 314.44 to a point on the westerly line of said Danna parcel and there terminating. This description contains 20.48 acres, more or less.

Subject to other easements and rights of record.

APN 16-120-005

END OF DESCRIPTION

Exh. 1/A To Resolution No.

[Signature]
2/9/06

[Seal]
EXHIBIT "A"

PARCEL B
SOUTH BASIN

All that real property situate in the County of Yuba, State of California, being a portion of block 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Danna & Danna, Inc., a California Corporation, recorded in book 317 at page 563, Yuba County Official Records lying southerly and westerly of the following described line:

Commencing at a ½" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2; thence South 89°58’00” West, along the northerly line of lot 12 in block 20 of said Arboga Colony No. 2, a distance of 1320.00 feet; thence WEST, along the northerly line of said lot 9, block 19 of said Arboga Colony No. 2, a distance of 475.50 feet to a point on the northerly line of said lot 9, said point also being the northeasterly corner of the land described in deed to Danna Investment Company, a California Partnership, recorded in Document No. 200013430 Yuba County Records; thence continuing along the northerly line of said lot 9, WEST, a distance of 1298.54 feet to a point on said northerly line and being the TRUE POINT OF BEGINNING of the herein described line; thence North 15°19’32” East, a distance of 83.00 feet; thence North 44°01’01” East, a distance of 254.08 feet; thence NORTH, a distance of 502.03 feet; thence WEST, a distance of 1160.05 feet to the westerly boundary of said Danna & Danna, Inc. parcel and there terminating.

This description contains 19.53 acres, more or less.

Subject to other easements and rights of record.

END OF DESCRIPTION

APN 16-120-005

2/9/06

Exh. 1/B To Resolution No.
EXHIBIT “A”

PARCEL C

A permanent easement situate in the County of Yuba, State of California, being a portion of block 18 and 19 as shown on that certain map entitled “Arboga Colony No. 2”, filed in Book 2 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Danna & Danna, Inc., a California Corporation, recorded in book 317 at page 563, Yuba County Official Records more particularly described as follows:

Beginning at a point on the northerly boundary of said Danna parcel and approximate centerline of Feather River Boulevard from which a ¼” iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2, bears South 36°59’41” East, a distance of 4835.80 feet; thence leaving said centerline South 00°40’31” East, a distance of 1242.47 feet; thence South 00°34’32” West, a distance of 94.18 feet; thence South 86°57’58” East, a distance of 24.02 feet; thence North 00°34’33” East, a distance of 128.82 feet; thence North 00°49’30” West, a distance of 1112.82 feet; thence North 13°55’29” East, a distance of 134.09 feet to the approximate centerline of Feather River Boulevard and northerly line of said Danna parcel; thence South 89°44’15” West, along said northerly line, a distance of 57.80 feet to the point of beginning. This description contains 0.81 acres, more or less.

Subject to other easements and rights of record.

APN 16-120-005

END OF DESCRIPTION

2/9/06

Ex. 1/D To Resolution
EXHIBIT "A"

PARCEL E

A permanent easement in the County of Yuba, State of California, being a portion of block 18 and 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Danza & Danza, Inc., a California Corporation, recorded in book 317 at page 567, Yuba County Official Records. Said easement being a strip of land 24 feet wide lying 24 feet on easterly of and parallel with the following described line:

Commencing at a ¾" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2; thence South 89°58'00" West, along the northerly line of lot 12 in block 20; thence along said Arboga Colony No. 2, a distance of 1220.00 feet; thence WEST, along the northerly line of said lot 13, block 19 of said Arboga Colony No. 2, a distance of 475.50 feet to a point on the northerly line of said lot 9, said point also being the northeasterly corner of the land described in deed to Danza Investment Company, a California Partnership, recorded in Document No. 200003430 Yuba County Records; thence continuing along the northerly line of said lot 9 and said Danza Investment Company parcel, WEST, a distance of 1298.54 feet to the TRUE POINT OF BEGINNING of the herein described line; thence leaving said northerly line North 19°19'32" East, a distance of 83.60 feet; thence North 44°01'07" East, a distance of 233.14 feet; thence North 00°13'48" West, a distance of 517.09 feet and thence terminating. This description contains 0.46 acre(s), more or less.

The shoreline of said easement shall be lengthened or shortened to begin and end on the property line of said Danza parcel and is subject to rights-of-way, easements and rights of record.

APN 16-120-085

\[\text{Exh. 1/E To Resolution No. } \_\_\_\_\_\_\]
EXHIBIT "A"

PARCEL F

A permanent easement in the County of Yuba, State of California, being a portion of block 18 and 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 13, Yuba County Official Records, also being a portion of the land described in deed to Dana & Dana, Inc., a California Corporation, recorded in book 317 at page 563, Yuba County Official Records. Said easement being a strip of land 24 feet wide lying northerly of and parallel with the following described line:

Commencing at a ½" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2; thence South 89°58'00" West, along the northerly line of lot 12 in block 20 of said Arboga Colony No. 2, a distance of 1320.00 feet; thence WEST, along the northerly line of said lot 9, block 19 of said Arboga Colony No. 2, a distance of 475.50 feet to a point on the northerly line of said lot 9, said point also being the northeasterly corner of the land described in deed to Dana Investment Company, a California Partnership, recorded in Document No. 200013430 Yuba County Records; thence continuing along the northerly line of said lot 9 and said Dana Investment Company parcel, WEST, a distance of 1298.34 feet; thence leaving said northerly line North 15°19'32" East, a distance of 83.60 feet; thence North 44°01'01" East, a distance of 233.14 feet; thence North 90°13'48" West, a distance of 517.09 feet; thence EAST, a distance of 24.00 feet to the TRUE POINT OF BEGINNING of the herein described line; thence WEST, a distance of 1184.05 feet to the westerly boundary of said Dana parcel and there terminating. This description contains 0.65 acres, more or less.

The sideline of said easement, shall be lengthened or shortened to begin and end on the property line of said Dana parcel, and is subject to rights-of-way, easements and rights of record.

END OF DESCRIPTION

APN 16-120-005

Exh. 1/F To Resolution No.____
EXHIBIT "A"

PARCEL D

A temporary easement in the County of Yuba, State of California, being a portion of block 18 and 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 75, Yuba County Official Records, also being a portion of the land described in deed to Danza & Danza, Inc., a California Corporation recorded in Book 317 at page 563, Yuba County Official Records. Said easement being a strip of land 24 feet wide lying 12 feet on each side of the following described centerline:

Commencing at a ½" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2; thence South 89°58’00" West, along the northerly line of lot 12 in block 20 of said Arboga Colony No. 2, a distance of 1320.00 feet; thence WEST, along the northerly line of said lot 9, block 19 of said Arboga Colony No. 2, a distance of 475.50 feet to a point on the northerly line of said lot 9, said point also being the northeasterly corner of the land described in deed to Danza Investment Company, a California Partnership, recorded in Document No. 200013430 Yuba County Records; thence continuing along the northerly line of said lot 9 and said Danza Investment Company parcel, WEST, a distance of 1298.54 feet; thence leaving said northerly line North 15°41’32" East, a distance of 83.60 feet; thence North 44°01’01" East, a distance of 233.14 feet; thence North 00°13’48" West, a distance of 517.69 feet to the TRUE POINT OF BEGINNING of the herein described centerline; thence North 00°12’44" West, a distance of 1384.14 feet; thence North 08°59’21" East, a distance of 345.13 feet; thence North 00°24’33" East, a distance of 34.12 feet and there terminating. This description contains 0.96 acres, more or less.

The sideline of said easements shall be lengthened or shortened to begin and end on the lines of any adjoining permanent easements, Danza boundary or County right-of-way and is subject to rights-of-way, easements and rights of record.

END OF DESCRIPTION

APN 16-120-005

Exh. L/H To Resolution No._

EXHIBIT 'B'
THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY
LEVEE IMPROVEMENTS

PLAT FOR ACQUISITION OF EASEMENTS FOR LEVEE IMPROVEMENTS

YUBA COUNTY  FEBRUARY 9, 2006
CALIFORNIA  SCALE 1"=600'
PREPARED BY: MHM, INC., MARYSVILLE CA.
08123A.


Exh. 1/1 To Resolution No.
EXHIBIT A

All that real property situate in the County of Yuba, State of California, being Lots 6 and 11, Block 20 and a portion of Lot 3, Block 20 and Lot 14, Block 17 as shown on that certain map entitled "Arboa Colony No. 1", Block 2 of Plats 4 and 5, Yuba County, California, also being a portion of the land described as Parcel 1, is deeded to Hanna and Hanna, Inc., California Corporation, recorded in book 370 at page 34, Yuba County, California, to the County of Yuba, California, in trust for the following described real estate:

Beginning at a 36" iron pipe marking the northerly corner of lots 5, 6, 11, and 12, Block 20 of said Arboa Colony No. 2, and point being on the westerly boundary of said Hanna parcel; thence along the westerly boundary of said Hanna parcel, North 60°22'01" West, a distance of 383.65 feet to the TRUE POINT OF BEGINNING of the herein described line, thence bearing said westerly line, North 59°39'22" East, a distance of 2543.31 feet to a point on the northeasterly line of said Hanna parcel and same terminating. Containing 46.81 acres, more or less.

Subject to other easements and rights of record.

APN 16-156-420

END OF DESCRIPTION

BRI 55019

BENEDIX ROSENTHAL, INC.

Exh. 2A To Resolution No.
EXHIBIT C

An easement exists in the County of Yuba, State of California, being Lot 6 and 11, Block 20 and a portion of Lot 19, Block 20 and Lot 14, Block 20 as shown on that certain map entitled "Arboga Colony No. 27" filed in Book 2 of Maps at Page 12, Yuba County Clerk's Office, also being a portion of the land described at Parcel 1A located in Dana and Dana, Inc., a California Corporation, recorded in Book 97 at page 314, Yuba County Clerk's Office. Said easement being a strip of land of varying width lying entirely and sufficiently of the following described land:

Commencing at a N° 0° 10' pipe marking said water main in line 9, 11, and 12, Block 20 of said Arboga Colony No. 27, and said line being on the westerly boundary of said Dana parcel, thence along the westerly boundary of said Dana parcel, thence N° 0° 20' 00" West, a distance of 431.65 feet to the corner point on the beginning of the herein described easement on the northwesterly boundary of said Dana parcel; thence E° 0° 20' 00" North, a distance of 341.75 feet to the beginning of a curve centered in the southeast, having a radius of 300.50 feet and a central angle of 79° 32' 00", from this point and extending 134 feet to a point lying directly east of said curve; thence E° 0° 20' 00" West, a distance of 317.73 feet to the beginning of a curve centered in the southeast, having a radius of 200.50 feet and a central angle of 37° 22' 00", from this point and extending 74 feet to a point on the line of said curve; thence W° 0° 20' 00" West, a distance of 200.50 feet to a point on the central axis of said curve, a distance of 93.50 feet to a point on the boundary line of said Dana parcel north thereof bounding. The sides hereof of said easement are to be straightened as directed in detail and set on the boundary of said Dana parcel and the said easement shall in no wise interfere with the reasonable enjoyment of said Dana parcel. The debtor shall pay all costs occasioned in the enforcement of this easement.

Subject to other easements and rights of record.

APR 16-150-029

END OF DESCRIPTION

[Signature]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]

[Stamp]
EXHIBIT A

All that real property situate in the County of Yuba, State of California, being a portion of block 19 and 20 as shown on that certain map entitled "Arroyo Colony No. 2", filed in Book 2 of Maps as Page 15, Yuba County Critical Records, also being a portion of the land described as Parcel 1, in deed to Dames and Dames, Inc., a California Corporation, recorded in book 570 at page 343, Yuba County Real Estate Records lying southeasterly and easterly of the following described line:

Beginning at a 6" iron pipe marking the 1st corner common to lots 5, 6, 11, and 12 in block 10 of said Arroyo Colony No. 2, said point being the northerly corner of said Dames parcel; thence along the northerly boundary of said Dames parcel, South 89°35'00" West, a distance of 431.00 feet; thence leaving said northerly line, South 63°08'12" West, a distance of 1151.20 feet to a point on the west line of said Dames parcel and there terminating. Containing 14.77 acres more or less.

Subject to other easements and rights of record.

APN 16-130-021

END OF DESCRIPTION

BRI 05519

BENDER ROSENTHAL, INC.

Exh. 3/8 To Resolution No.
### Line Table

<table>
<thead>
<tr>
<th>Line</th>
<th>Length</th>
<th>Bearing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>26.07</td>
<td>N07°24'44&quot;E</td>
</tr>
<tr>
<td>2</td>
<td>37.89</td>
<td>N06°35'34&quot;E</td>
</tr>
<tr>
<td>3</td>
<td>27.53</td>
<td>N06°35'11&quot;E</td>
</tr>
<tr>
<td>4</td>
<td>25.69</td>
<td>N06°19'47&quot;E</td>
</tr>
<tr>
<td>5</td>
<td>34.05</td>
<td>N06°02'14&quot;E</td>
</tr>
<tr>
<td>6</td>
<td>51.65</td>
<td>N04°42'56&quot;E</td>
</tr>
</tbody>
</table>

**EXHIBIT D**

*Three Rivers Levee Improvement Authority*

*Levee Improvements for Exclusion of Easement *

_Tuscarawas County_

_May 25, 2005_

*Prepared by: E. Rosenthal & Co., Marysville, CA*

**E. Rosenthal, Inc.**

Exh. 3/B To Resolution No.
EXHIBIT C

An easement Situated in the County of Yuba, State of California, being a portion of block 19 and 20 as shown on that map entitled "Adams Colony No. 2," filed in Book 2 of Maps at page 3, Yuba County, Official Records, being a portion of the land described as Parcel 1, in deed to Dunn & Dunn, Inc., a California Corporation, recorded in Book 290 at page 15, Yuba County, Official Records lying vertically of and parallel with the following described line:

Commencing at a 1/2" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Adams Colony No. 2, and point being the northwesterly corner of said Dunn parcel; thence along the northwesterly boundary of said Dunn parcel, South 69°36'00" West, a distance of 336 feet to the TRUE POINT OF BEGINNING of the land described East from South 69°36'00" West, a distance of 886.64 feet; thence West, a distance of 475.50 feet to the southeast corner of said Dunn parcel and thence terminating. The balance of this easement is to be bounded to the southwest to begin and end on the boundary of said Dunn parcel and the pavement levee right of way. This description contains 0.74 acres more or less.

Subject to other easements and rights of record.

APN 16-150-031

Exh. 3-C To Resolution No._
RESOLUTION NO. __________

A RESOLUTION OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AMENDING RESOLUTION 05-13

This Resolution is adopted based on the following facts, among others:

1. On August 30, 2005, the Board of Directors of the Three Rivers Levee Improvement Authority (TRILIA) adopted Resolution No. 05-13.

2. Resolution No. 05-13 declared the public necessity of taking certain property for the repair, construction, installation and maintenance of the Bear River Levee System ("the project").

3. Subsequent to the adoption of Resolution No. 05-13, TRILIA filed suit in the Yuba County Superior Court to take by eminent domain the property described in that resolution. That action is now pending as TRILIA v. Danza Investment Co., Yuba County Superior Court No. 05-090279.

4. Representatives of TRILIA have met with the owner of the property described in Resolution No. 05-13 and advised the owner that some additional property is needed for the project and have shown to the owner maps and legal descriptions regarding such additional property.

5. The owner of the property described in Resolution No. 05-13 has consented to the adoption of this Resolution without further notice or hearing.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY HEREBY RESOLVES AS FOLLOWS:

Section 2 of Resolution No. 05-13 is amended to read as follows:

SECTION 2. The general location and extent of the Property to be acquired is as set forth in the legal descriptions attached hereto as follows:

Exhibit 1

| APN-016-150-004 Legal Description-Fee Take-Setback Levee | Exh. A |
| Map of Exhibit A | Exh. B |
| Temporary Construction Easement | Exh. C |
| Map of Exhibit C | Exh. D |

[NOTE: THERE IS NO CHANGE IN THE PROPERTY TO BE ACQUIRED FROM APN 016-150-004 FROM THAT DESCRIBED IN RESOLUTION NO. 05-13.]
All exhibits are incorporated herein by reference.

PASSED AND ADOPTED by the Board of Directors of the Three Rivers Levee Improvement Authority this 25th day of April, 2006 by a two-thirds (2/3) or greater vote as follows:

AYES:
NOES:
ABSTAIN:
ABSENT:

__________________________
CHAIRPERSON

ATTEST:

__________________________
Donna Stottemeyer, Secretary

APPROVED AS TO FORM

__________________________
TRLIA General Counsel

TRLIA/Danna Investment
9165761-3966200007
2
#25/2006
EXHIBIT A

All that real property situated in the County of Yuba, State of California, being a portion of Lot 5, Block 20, as shown on that map entitled "Arbooga Colony No. 2", filed in Book 2 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Dana Investment Company, a California Partnership, recorded December 27, 2000 in Document No. 200013430, Yuba County Official Records lying southly and easterly of the following described line:

Beginning at a ¾" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arbooga Colony No. 2, said point being the southeasterly corner of said Dana parcel; thence along the southeasterly boundary of said Dana parcel, North 89° 53' 30" West, a distance of 491.80 feet to the TRUE POINT OF BEGINNING of the herein described line; thence leaving said southeasterly line, North 63° 00' 12" East, a distance of 298.91 feet, thence North 34° 00' 32" East, a distance of 296.41 feet to a point on the easterly line of said Dana parcel and there terminating, Containing 1.39 acres, more or less.

Subject to mortar casements and rights of record.

APN 16-130-004

END OF DESCRIPTION

BRI 05019
BENDER ROSENTHAL, INC.

exh. 1/A To Resolution No.
EXHIBIT C

An assessment shute in the County of Yuba, State of California, being a portion of Lot 5, Block 29, as shown on said map entitled "Arboce Colony No. 2," filed in Book 2 of Maps No. Page 13, Yuba County Official Records, the being a portion of the land described in said Arboce Development Company, a California Partnership, recorded December 27, 2000 in Document No. 2000013936, Yuba County Official Records lying easterly of the following described line:

Commencing at a 3" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 29 of said Arboce Colony No. 2, said point being the southerly corner of said Arboce parcel; thence along the easterly boundary of said Arboce parcel, N 00°00'00" W, a distance of 281.65 feet; thence along said easterly boundary, South 34°00'32" W, a distance of 31.44 feet to the TRUE POINT OF BEGINNING of the herein described line; thence North 09°00'00" W, a distance of 312.51 feet in the beginning of a curve, concave to the northwest, having a radius of 212.00 feet and a central angle of 19°32'08"; thence along the arc of said curve, 71.07 feet to a point on the easterly line of said Arboce parcel and there terminating. The platsmen of said assessment shall be reimbursed as abovementioned to begin and end on the boundary of said Arboce parcel and the permanent lower object of way. The description contains 0.47 acres, more or less.

Subject to other covenants and rights of record.

END OF DESCRIPTION

APN 16-150-064

7/14/05

BRI 96019

BENDER ROSENTHAL, INC.

Exh. 1/C to Resolution No._
EXHIBIT A

All that real property situated in the County of Yuba, State of California, being a portion of Block 19 and 20 as shown on the parcel map entitled "Arboga Colony No. 1", filed in Book 1 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in document to Dennis Investment Company, a California Partnership, recorded in document no. 200603310, Yuba County Official Records lying entirely and entirely of the following described land:

Commencing at a 6" iron pipe marking the 1st corner common to lots 5, 6, 11, and 12, Block 20 of said Arboga Colony No. 2; thence along the northerly line of lot 12, Block 20 and lot 9, Block 19 of said Arboga Colony No. 2, a distance of 1795.30 feet to a point on the northerly line of said lot 9 and the southeasterly 100 foot of said Dennis parcel; thence

leaving the northerly line, South 09°29'00" West, along the southerly boundary of said

Dennis parcel, a distance of 651.15 feet to the TRUE POINT OF BEGINNING of the

land described hereon; thence leaving said southerly boundary, South 89°29'22" West, a
distance of 813.76 feet; thence South 71°57'19" West, a distance of 1951.26 feet; thence

South 10°44'35" West, a distance of 927.03 feet; thence North, a distance of 719.76 feet;
thence South 88°30'00" West, a distance of 221.66 feet to a point on the southeasterly
boundary of said Dennis parcel and there terminating. Containing 284.05 acres, more or

less.

subject to certain easements and rights of way.

END OF DESCRIPTION

APN 16-150-019

7-1-05

RSL 0319

BENDER ROSENTHAL, INC.

Exh. 2/A To Resolution No.:______
EXHIBIT "A"

PARCEL A

BASIN

All that real property situate in the County of Yuba, State of California, being a portion of block 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Dana Investment Company, a California Partnership, recorded in document no. 2009J3430, Yuba County Official Records lying westerly and northerly of the following described line:

Commencing at a ½ " iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2; thence along the northerly line of lot 12 in block 20 of said Arboga Colony No. 2, a distance of 1320.00 feet; thence WEND, along the northerly line of said lot 9, block 19 of said Arboga Colony No. 2, a distance of 475.50 feet to the northwesterly corner of said Dana Investment Company parcel; thence continuing along the northerly line of said lot 9, EAST, a distance of 1298.54 feet to a point on said northerly line and being the TRUE POINT OF BEGINNING of the herein described line; thence leaving said northerly line South 15°34'37" West, a distance of 742.11 feet; thence South 74°44'06" East, a distance of 58.53 feet; thence South 13°47'14" West 238.92 feet; thence South 11°49'02" West, a distance of 230.63 feet; thence South 01°50'24" West, a distance of 147.64 feet to the northerly edge of the permanent levee right-of-way; thence along said northerly sideline South 71°31'58" West, a distance of 1101.58 feet; thence South 39°44'35" West, a distance of 927.93 feet; thence NORTH, a distance of 219.79 feet; thence South 88°08'07" West, a distance of 224.02 feet to the westerly boundary of said Dana parcel and there terminating.

Containing 40.58 acres, more or less.

Subject to other easements and rights of record.

APN 16430-019

END OF DESCRIPTION

[Signature]

2/4/00

Exh. 2/C To Resolution No.
EXHIBIT "A"

PARCEL 9-1

An easement situated in the County of Yuba, State of California, being a portion of block 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Dana Investment Company, a California Partnership, recorded in document no. 2000013430, Yuba County Official Records. Said easement being a strip of land 24 feet wide lying south of the following described line:

Commencing at a 5/8" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2; thence along the northerly line of lot 12 in block 20 of said Arboga Colony No. 2, a distance of 1320.06 feet; thence WEST, along the northerly line of said lot 9, block 19 of said Arboga Colony No. 2, a distance of 475.50 feet to the northeast corner of said Dana Investment Company parcel and the TRUE POINT OF BEGINNING of the herein described line; thence WEST, a distance of 1298.54 feet and thence terminating. The siding of said easement shall be lengthened and shortened to begin and end on the boundary of said Dana parcel and the permanent basin right-of-way. This description contains 0.72 acres, more or less.

Subject to other easements and rights of record.

END OF DESCRIPTION

APN 16-150-019

2/4/06

Exh. 2/B to Resolution No. ___
EXHIBIT "A"

PARCEL B-2

An easement situates in the County of Yuba, State of California, being a portion of block 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 15, Yuba County Official Records, and being a portion of the land described in deed to Danna Investment Company, a California Partnership, recorded in document no. 200013430, Yuba County Official Records. Said easement being a strip of land 24 feet wide lying 12 feet on each side of the following described line:

Commencing at a ¾" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2, thence along the northerly line of lot 12 in block 20 of said Arboga Colony No. 2, a distance of 120.00 feet; thence WEST, along the northerly line of said lot 9, block 19 of said Arboga Colony No. 2, a distance of 475.50 feet to the northwesterly corner of said Danna Investment Company parcel; thence leaving said northerly line of said lot 9, South 30°06'20" West, along the easterly line of said Danna parcel, a distance of 56.55 feet to the TRUE POINT OF BEGINNING of the herein described line; said point being the beginning of a non-tangent curve concave to the southeast, having a radial bearing of South 51°06'00" East, a radius of 150.00 feet and a central angle of 39°27'32"; thence along the arc of said curve, a distance of 102.32 feet; thence South 09°33'58" East, a distance of 553.26 feet and thence terminating. The lines of said easement shall be lengthened and shortened to begin and end on the boundary of said Danna parcel and the permanent levee right of way. This description contains 0.36 acres, more or less.

Subject to other easements and rights of record.

APN 16-130-019

END OF DESCRIPTION

2/9/06

Exh. 2/F To Resolution No. ___
EXHIBIT "A"

PARCEL B-3

An easement situated in the County of Yuba, State of California, being a portion of block 19 as shown on that certain map entitled "Arboga Colony No. 2", filed in Book 2 of Maps at Page 15, Yuba County Official Records, also being a portion of the land described in deed to Danna Investment Company, a California Partnership, recorded in document no. 2000/13430, Yuba County Official Records. Said easement being a strip of land 24 feet wide lying parallel with and easterly of the following described line:

Commencing at a ¾" iron pipe marking the lot corner common to lots 5, 6, 11, and 12 in block 20 of said Arboga Colony No. 2; thence along the northerly line of lot 12 in block 20 of said Arboga Colony No. 2, a distance of 1320.00 feet; thence WEST, along the northerly line of said lot 12, block 19 of said Arboga Colony No. 2, a distance of 473.50 feet to the northeasterly corner of said Danna Investment Company parcel; thence continuing along the northerly line of said lot 9, EAST, a distance of 1298.54 feet; thence leaving said northerly line South 15°24'37" West, a distance of 142.11 feet; thence South 74°44'06" East, a distance of 58.53 feet to the TRUE POINT OF BEGINNING of the herein described line; thence South 13°47'14" West 238.92 feet; thence South 11°49'02" West, a distance of 220.63 feet; thence South 01°56'24" West, a distance of 147.64 feet to the northerly sideline of the permanent levee right-of-way and there terminating.

The sidelines of said easement are to be lengthened or shortened to begin and end at the property line and permanent levee right-of-way. Containing 0.32 acres, more or less.

Subject to other easements and rights of record.

APN 16-150-019

END OF DESCRIPTION

8/21/00

Exh. 2/G To resolution No. ...