

SIXTH AMENDMENT  
TO  
AGREEMENT BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
BENDER ROSENTHAL, INC.

THIS SIXTH AMENDATORY AGREEMENT is made and entered into this 27<sup>th</sup> day of March 2007, by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA"), a Joint Powers Authority, TRLIA and BENDER ROSENTHAL, INC. ("CONSULTANT")

RECITALS:

WHEREAS, TRLIA and CONSULTANT entered into a agreement to provide basic services dated March 1, 2005, ("AGREEMENT");

WHEREAS, TRLIA and CONSULTANT entered into the first Amendatory Agreement to provide basic services dated March 1, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the second Amendatory Agreement to provide basic services dated May 16, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the third Amendatory Agreement to provide basic services dated September 26, 2006.

WHEREAS, TRLIA and CONSULTANT entered into the fourth Amendatory Agreement to provide basic services dated January 16, 2007.

WHEREAS, TRLIA and CONSULTANT entered into the fifth Amendatory Agreement to provide basic services dated February 6, 2007.

WHEREAS, Attachment B.1 of the AGREEMENT, state that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

WHEREAS, the TRLIA and CONSULTANT desire to amend the Agreement;

NOW, THEREFORE, the TRLIA and CONSULTANT agree as follows:

1. Exhibit A of the AGREEMENT shall be amended to perform those additional services described in Exhibit A attached to this sixth AMENDMENT.
2. Article 4 of the AGREEMENT shall be revised to increase the price ceiling for basic services by \$957,710.00 from: \$1,993,061.00 to: \$2,950,771.00
3. Article 2 of the AGREEMENT shall be revised to extend to the "TERM" of the contract from June 30, 2007 to May 30, 2008.

All other terms and conditions contained in the Agreement shall remain in full force and effort.

This Amended agreement is hereby executed on this 3rd day of April 2007.

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY

BY: Richard E. Webb  
Chairman

CONSULTANT

BY: M.H. Roden  
BENDER ROSENTHAL, INC.

APPROVED AS TO FORM,

Daniel G. Montgomery  
DANIEL G. MONTGOMERY  
County Counsel

**TABLE OF CONTENTS**

**I. PROJECT UNDERSTANDING..... 1**

**II. RIGHT OF WAY SCOPE OF SERVICES ..... 1**

**III. PROPOSED SCHEDULE..... 8**

**IV. PROPOSED BUDGET ..... 8**

**V. CHANGE OF SCOPE ..... 9**

**VI. CURRENT RATE SCHEDULE..... 9**

**ATTACHMENTS**

- A. BUDGET SPREADSHEET**
- B. PARCEL LIST AND SPREADSHEET**

## **I. PROJECT UNDERSTANDING**

The Three Rivers Levee Improvement Authority is responsible for improving the levees along the Feather River, Bear River and Western Pacific Irrigation Canal (WPIC). The levee improvements are being completed in four phases. Phase one included urgent repairs to the levees at specific locations along the three levees and was completed in 2004. Phase two is scheduled for completion in Spring 2007, and includes improvements to the Bear River, Feather River and the WPIC. Phase three construction was completed in Fall of 2006 and includes the setback levees along the Bear River.

Phase 4 construction is broken into three segments:

- Segment 1 – Feather River Levee Mile 13.3 to 17.1
- Segment 2 – New Setback Levee
- Segment 3 - Feather River Levee Mile 23.6 to 26.7

Bender Rosenthal is already under contract for improvements on Segments 1 and 3. This proposal is for Right of Way services related to Segment 2 – New Setback Levee.

The new setback levee will require acquisition of roughly 1700 to 1800 acres. A majority of the take areas will be between the existing levee and the new setback levee. The property uses range from agricultural to speculative land. There are 48 parcels that will be affected, owned by 32 separate owners.

BRI proposes to acquire the right of way for the Setback levee in five stages.

- Stage 1 will include acquisition of property north of Ella.
- Stage 2 will include acquisition of property between Ella and Anderson.
- Stage 3 will include the acquisition of property south of Anderson.
- Stage 4 will include all the properties not directly affected by the levee footprint.
- Stage 5 will be the borrow areas outside the setback area.

## **II. RIGHT OF WAY SCOPE OF SERVICES**

The following scope is for the ROW Planning and Management, Rights of Entry, Appraisal, Appraisal Review, Acquisition, Relocation Assistance, Title/Escrow Support, Condemnation Support, and Construction Services.

### **Task 1 - ROW Planning and Management**

This task includes attendance at weekly project development team meetings, monthly schedule and progress updates, and coordination efforts with the PDT and ROW teams throughout the life of the project. This also includes development of the of a right of way budgets for various alternatives studied.

**Deliverables:**

- Developing a ROW Project Management Plan which includes scope, cost, schedule, risk, quality, and communication plans for the entire project.
- Running weekly BRI staff meetings through the appraisal and acquisition phase of the project.
- Attending Weekly PDT meetings.
- Providing Monthly progress updates to PDT and TRLIA staff.
- Coordinating design issues between engineering team and ROW team.
- Developing ROW Certification.
- ROW budgets for various alternatives.

**Task 2 - Rights of Entry for Engineering / Environmental Studies**

Bender Rosenthal Inc. proposes to develop all necessary contracts and letters based on TRLIA process for Rights of Entry. We will meet with the owners, and convey documents until the Right of Entry is signed. Three contacts with property owners are included in this scope. If a Right of Entry is not signed by the property owner, BRI will provide all necessary documentation to TRLIA to file a request with the courts for a Right of Entry. This effort was completed in April 2006. The current rights of entry expire between April and May of 2007 and must be renewed.

BRI will coordinate with the engineer, in order to expedite the process for gaining the Rights of Entry. Prior to negotiations with the property owners, the engineer will provide the environmental study area delineation on aerials as well as any other graphic representations for the owners. BRI will also require a project description and generic timing information on a fact sheet for distribution to the property owners and others involved in the Rights of Entry process. As part of the negotiations with the property owners, BRI recommends a \$500 administrative fee be paid to the property owners to help facilitate obtaining the right of entry. BRI will let the property owners know that any damage to the property as a result of the technical studies will be replaced / repaired to the owner's satisfaction.

If access is declined, BRI will provide the owner contact log to TRLIA for future court action. Steps within the Right of Entry process are outlined below:

1. Review of the project concept and design with staff and other consultants;
2. Preparation of Right of Entry's and cover letter documents;
3. Phone contact with property owner to set up time to meet and discuss the proposed Right of Entry.
4. Meet with the property owners to discuss the project in general; review of maps and project descriptions with the property owner and obtain signed ROE.
5. Right of Entry activities are based on settlement by the third contact. A recommendation to TRLIA will be made after *impasse* has been reached.
6. Deliver signed Right of Entry or deliver a memorandum explaining *impasse* or unclosed (i.e. *impasse*) calls.

**Deliverable:**

- Updated Rights of Entry, or Memorandum explaining impasse with contact log for up to 44 parcels along Feather River.

**Task 3 – Land Net (35 Parcels)**

Original Scope approved by TRLIA Board. Additional services requested include:

1. Topographic mapping for engineering.
2. Surveying levee toe.
3. Surveying existing roadways for.

**Task 4 – Plats and Legals / Right of Way Field Staking (35 Parcels)**

Scope already approved by TRLIA Board

**Task 5 - Appraisal Services (48 Parcels)**

As the first order of work within this task, BRI will develop an updated right of way estimate based on preliminary design prior to commencement of the appraisals.

BRI will develop complete appraisals for the Project that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Plats and Legals for each of the properties to be appraised will be provided to BRI by the TRLIA. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements)
- Damage Analysis (Severance Damage, Cost to Cure, **Crop Damage**, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- 5.1 Onsite physical inspection of the subject property with the owner
- 5.2 Visual inspection of the comparable market data.
- 5.3 Study of community and neighborhood in which the subject is located
- 5.4 Collection of data from appropriate governmental agencies.
- 5.5 Market investigation of vacant and improved comparable data
- 5.6 Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- 5.7 Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.

5.8 Preparation of report.

**Deliverables:**

- Appraisal of up to 48 parcels along Feather River effected by the Setback levee.
- Crop Damage Analysis on up to 10 properties
- Right of Way Estimate

**Assumptions:**

- **Staking will be provided by Cooper Thorne & Associates**
- TRLLA will be the condemning authority.
- No Appraisal Review by outside agencies.
- Right of Way Appraisal maps, provided upon receipt of plats/legals.

**Task 6 - Independent Appraisal Review (48 Parcels) (Optional Service)**

This is currently an optional service, and is not included in the project budget. This task is not required because we are using State and Local money for the project. There is no federal funding.

Per Federal regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. BRI is pleased to include Mr. Mike Lahodny as the independent reviewer for the project. Mr. Lahodny will ensure the appraisals meet all Federal regulations.

**Deliverables:**

- Review certification for each appraisal.

**Task 7 - Acquisition Services (48 parcels)**

Bender Rosenthal Inc. proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on TRLLA's process. We will meet with the owners, and convey documents until acceptance or impasse is reached. In addition, BRI will work with UPRR and the PDT to determine the specific property rights needed for the project from UPRR, and then acquire any long-term rights necessary.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design with staff and other consultants;
2. Review of appraisals, title reports, maps and descriptions of the required parcels;
3. Field review the project with the Project Manager or other designated person;
4. Preparation of right-of-way contracts and other acquisition documents;

5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent to easement.
6. Acquisition activities are based on settlement by the third contact. A recommendation to TRLIA will be made after *impasse* has been reached. To reach *impasse* there are three requirements:
  - A. Go through the *acquisition steps* outlined below; plus
  - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
  - C. Spend up to eight hours working on the parcel acquisition.

The acquisition steps when offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
  1. Owner refuses to counter. (Impasse)
  2. Owner makes counter proposal.
    - a. Client accepts counter. (Close)
    - b. Client rejects counter. (Impasse)
    - c. Client makes new offer.
      1. Owner accepts new offer. (Close)
      2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining *impasse* or unclosed (i.e. *impasse*) calls.
8. Final report, including transfer of all pertinent correspondence and files, to TRLIA.

**Deliverables:**

- Acquisition of 48 Parcels associated with the Setback Levee.

**Assumptions and Limiting Conditions:**

- Escrow payments and escrow fees are by others.
- Utility coordination, permitting and utility relocation by others.
- Expert witness testimony is not included within the work scope but is available.
- Bilingual translation and communication are not included.
- Cooperative agreements and memorandums of understanding by others.
- Environmental document is complete.

**Task 8 - Relocation Assistance (RAP) (As needed)**

It is anticipated that up to 15 parcels may require some for of relocation.

The following is the scope for Relocation Assistance for the three tenants listed above:



1. Conduct personal, on site interviews of prospective displacee's to ascertain relocation housing needs and special requirements including need for handicapped access or bilingual services (please refer to assumptions).
2. Complete a detailed relocation housing study.(Relocation Impact Memorandum)
3. Inform displaced persons of available relocation assistance and explain relocation process.
4. Provide advisory assistance to displacee's including referrals to community service resources.
5. Physically assist displacee's in locating replacement housing including transportation if needed.
6. Provide referrals to replacement housing.
7. Refer displacee's to public housing and other public services as necessary, including but not limited to Section 8 housing.
8. Distribute Relocation Assistance brochures 90 and 30-Day Notices to Vacate, and other notices as required. *(If you do not have one developed, we can certainly help develop the appropriate notices).*
9. Determine eligibility for and proposed amount of relocation benefits, including moving payments, rental/down payments assistance, and replacement housing payments.
10. Inspect replacement dwellings to determine if they meet "decent, safe and sanitary" requirements.
11. Monitor the move to replacement site, as necessary.
12. Prepare necessary payment documentation and deliver benefit checks and other appropriate payments to claimants.
13. Provide displacee's with on going advisory services to minimize tenant hardship.
14. Meet with TRLIA staff and/or consultants to coordinate relocation activities.
15. Maintain current and accurate files and records of all contacts with each displacee and include them in a Final Report.

**Deliverable:**

- Relocation impact memorandum.
- Relocation Plan.
- Relocation Housing Valuations.
- Relocation Assistance.

**ASSUMPTIONS:**

- No second moves or interim relocation.
- No storage cost of business inventory.
- Standard relocation limited to one tenant.

**Task 9 - Title / Escrow Support (48 Escrows)**

Title reports and Title coordination were already approved by the TRLIA board in January 2007.

In order to facilitate the closing of the various right of way transactions, the TRLIA is requesting escrow

and title support as part of the scope of work. BRI is very knowledgeable in this area and has the staff necessary to help the TRLIA with their title and escrow needs. This task is very difficult to quantify for a scope. For example, we have been very instrumental in providing lender's additional information as it relates to a proposed acquisition (especially if the acquisition has little or no affect to the real estate). This has eliminated the Bank's desire to charge for an additional appraisal. However, it is very difficult to "mandate" a lender to address a partial reconveyance of a deed of trust. Tasks to be considered include:

1. Order Title Reports from Fidelity Title (already approved by TRLIA Board).
2. Upon opening escrow Prepare and fax Request for Invoice and Demand to the Title Company.
3. Copy and forward a copy of escrow, grant deed and purchase agreement to TRLIA for "acceptance" of the agreement. TRLIA to forward to title company.
4. Receive executed purchase agreement from TRLIA. Forward an executed copy to property owner.
5. Prepare transmittal to forward closed file to TRLIA Project Manager.
6. Research and secure reconveyance documents.
7. Research and secure Trust Certificates.

**Deliverable:**

- Escrow on up to 48 parcels.

**Assumptions:**

- All Escrow and Title Fees paid by TRLIA or others.
- BRI will contract with escrow company and bill TRLIA.

**Task 10 - Condemnation Support**

BRI will provide skilled acquisition services that should minimize the number of parcels that proceed to condemnation. However, given the number of properties involved, it is likely that some will become subject to the Eminent Domain Process. While many of the owners of parcels subject to legal action typically settle, it has been our experience that inclusion of a condemnation process description and budget is important, since these services may ultimately prove to be necessary. In order to assist the TRLIA in the eminent domain process, BRI will provide the following services:

- 10.1 Prepare letter to property owners emphasizing that their property will be going to a resolution of necessity.
- 10.2 Prepare up to 15 Board Packages for TRLIA staff review. Once approved, TRLIA staff will forward to the Board a Resolution of Necessity (RON). Items included in the package include:
  - Board Letter indicating the parcels involved in the RON.
  - Board Resolution for all parcels involved.
  - Attachments: maps and legal descriptions for each parcel.
  - Notice of Hearing Letter (15 day notice letter) for each parcel.

10.3 Present issues related to RON at Board Meeting (up to 15 RONs or 3 board meetings).

**Deliverables:**

- Board Packages and letters as outlined above.
- RON presentations at 3 board meetings.

**Assumptions:**

- Expert witness testimony will be paid on a case by case basis. Hours and fee will be negotiated based on a scope of work change based on the attached fee schedule.

**III. PROPOSED SCHEDULE**

The estimated timeline for the Right of Way portion of the project is 8 months for BRI to complete the ROW work needed for the Phase 4 portion of the project . We propose this very aggressive schedule in order to meet the TRLIA’s need to advertise this project in July 2005.

Task 1 - Right of Way (ROW) Planning and Management	March2007-March2008
Task 2 - Rights of Entry for Environmental and Geotechnical Work	March / April 2007
Task 3 - Right of Way Engineering (Land Net)	March-May 2007
Task 4 - Plats and Legals / ROW Filed Staking	March-May 2007
Task 5 - Appraisals	March-November 2007
Task 6 – Appraisal Review	March-November 2007
Task 7 – Acquisition	March2007-March2008
Task 8 – Relocation Assistance	April 2007-March 2008
Task 9 – Title and Escrow Support	March2007-March2008
Task 10 - Condemnation Support	April 2007-March 2008

**IV. PROPOSED BUDGET**

The attached detailed budget is for the Tasks 1 thru Task 10. The estimate was based on beginning the project as soon as possible, and staffing up immediately to meet the project schedule outlined above. The total cost for work proposed is:

Task 1 - Right of Way (ROW) Planning and Management	\$279,470
Task 2 - Rights of Entry for Environmental and Geotechnical Work	\$ 56,140
Task 3 - Right of Way Engineering (Land Net)	\$ 25,000
Task 4 - Plats and Legals / ROW Filed Staking	Already Approved

Task 5 - Appraisals	\$2214,600
Task 6 - Appraisal Review(Optional Task)	(\$ 70,500)***
Task 7 - Acquisition	\$225,860
Task 8 - Relocation Assistance	\$ 77,050
Task 9 - Title and Escrow Support	\$ 32,200
Task 10 - Condemnation Support	\$ 30,140
Direct Expenses (mileage, color prints, etc..)	\$ 17,250
Total	\$957,710

\*\*\*Budget for Appraisal Review not included in final Total, nor included in base contract.

The following are the assumptions behind the budget:

1. Full documentation to Federal and State standards for all tasks.
2. No expert witness testimony.
3. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above spreadsheet.
4. No Coordination with State or Federal right of way departments, other than listed in scope.
5. No significant severance damage analysis required for the appraisals. This fee also assumes that no significant structures, or improvements will be acquired, other than those listed in the scope.

## V. CHANGE OF SCOPE

A change in scope may result in the following instances:

- A change in engineering after property has been inspected by appraiser, requiring a new inspection.
- A change in engineering after completion of the appraisal.
- Addition of a parcel.
- Addition of easements, takes, or other property rights.
- An increase in the number of damage analyses required.
- An appraisal requiring additional expertise, such as an architect/engineer to determine if a building meets the building codes or will be structurally sound in the "after condition".

## VI. CURRENT RATE SCALE

- BRI will charge original contract rates times yearly increase for any extra services outside the scope outlined above.

TRIA Setback Levee - ROW Budget

Bender Rosenbalt, Inc.  
3/15/2007

\$169	100	100	100	100	120	120	120	120	120	100	100	100	100	100	100	20	80	80	80
\$175	10	20	24	24	24	24	24	24	24	24	24	24	24	24	24				
\$80																			
\$18,380	\$20,100	\$20,800	\$20,800	\$24,120	\$24,120	\$24,120	\$24,120	\$24,120	\$24,120	\$20,800	\$20,800	\$20,800	\$20,800	\$20,100	\$14,880	\$13,280	\$13,280	\$13,280	
\$115	40	40	12																
\$115	24	8	4																
\$115	80	80	12																
\$115	40	48	8																
\$115	40	40	8																
\$50	16	8	4																
\$26,660	\$24,320	\$5,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$175	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
\$80	80	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
\$80	80	120	120	120	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
\$80	48	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
\$80	20	80	120	120	80	40	40	40	40	40	40	40	40	40	40	40	40	40	40
\$125	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
\$90	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
\$50	24	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48
\$26,900	\$26,600	\$38,200	\$38,200	\$38,200	\$28,200	\$22,000	\$19,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$115	40	80	80	80	80	40	24	8											
\$115	80	20	90	90	40	24	24	8											
\$115	80	120	120	120	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
\$115	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
\$50	40	80	80	80	80	24	24												
\$0	\$9,200	\$9,200	\$12,880	\$3,480	\$3,480	\$3,480	\$10,350	\$10,350	\$10,350	\$10,350	\$10,350	\$10,350	\$4,600	\$0	\$0	\$0	\$0	\$0	\$0
\$115	\$0	\$0	\$0	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600	\$0	\$0	\$0	\$0	\$0
\$115	80	80	80																
\$115	10	10	10	10	10	10	30	30	30	30	30	30	30	30	30	30	30	30	30
\$115	20	20	20	20	20	20	60	60	60	60	60	60	60	60	60	60	60	60	60
\$80																			
\$115	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$115	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$115	20	20	20	20	20	20	60	60	60	60	60	60	60	60	60	60	60	60	60
\$486	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
\$0	\$0	\$12,260	\$5,820	\$12,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$73,810	\$116,120	\$129,428	\$128,570	\$121,880	\$81,770	\$72,010	\$48,890	\$42,890	\$35,780	\$28,200	\$14,890	\$13,280	\$13,280	\$918,480	\$0	\$0	\$0	\$0	\$0
\$1,500	\$1,500	\$1,500	\$1,500	\$1,600	\$1,600	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

Attachment A

TRLIA ROW Action Item List  
3/19/2007

1	2	Outreach on Naumes, Niechultz, T. Rice, Foster, Smith Danna, Mann, and Davit	Agent/Eng.	3/15/2007	
2	2	Outreach on remaining parcels	Agent/Eng.	4/1/2007	
3	2	Fee v. Flowage Easement	TRLIA		3/5/07 - Direction is Easement North of Anderson
4	2	Water Side Leave Toe	GEI	3/4/2007	
5	2	Plats and Legals Smith, Danna, Mann Davit	CTA	3/8/2007	
6	2	Remaining Plats and Legals	CTA	3/22/2007	Start at the north work south
7	2	Access for Borrow Slies	BRI	3/15/2007	
8	2	Rights of Entry updates for Investigation	BRI		
9	2	Begin Relotio Planning Effort	BRI		
10	2	M. Smith - Ric R. Contasting	MBK	3/4/2007	Complete
11	1	Yuba Phase 2 - PGE Crossing of UPRR			Not Needed
12	3	Seg. 3 Linda Water - CTA to get topo tied to boundary	CTA	3/9/2007	
13	3	Linda Water - Complete Right of Entry, Close Deal Later	BRI	3/25/2007	
14	3	Cooper - Update Plat and Legal to Fee	CTA	3/9/2007	
15	3	Caltrans - Formal Meeting to Discuss 3 acquisitions	BRI	3/22/2007	
16	3	Water side toe - Sand to GEI	CTA	3/8/2007	
17	3	Water side Toe - ROW Needs	GEI		
18	1	Shoel - Appraisal Completion??	BRI		New Road Area provided????
19	1	Shoel - Do we have the \$\$ to make offer	TRLIA		Per Ric R. - Yes
20	1	Valley View - Do we have \$\$ to make offer	TRLIA		Per Ric R. - Yes
21	1 & 3	Danna - Roadway area	CTA		
22	3	Danna - Roadway - Update valuation	BRI		
23	1	Fish and Garner??? Are they on board	Bri		
24		Board approval of Segment 2 ROW Plan	BRI	3/7/2007	
25		NODA Segment 2 -	BRI		Go once board approves ROW plan
26	WPIC	Vespoll Offer	BRI		
27		Legal Review of ROE Docs - Compensation?	BRI		
28			MHA		

Attachment B

No. of Parcels	Found action	Flowage	Acq. Ag.	APN	NAME
1 f			DN	013-010-046	M. Smith
2 f			DN	013-010-028	M. Smith
3 f			Tom N.	013-010-010	Danna
4 f			Tom N.	013-010-095	Danna
5 f			Tom N.	013-010-094	Danna
6 f	Y		Tanika	013-010-013	Mann
7 f			Tanika	013-010-018	Mann
8 f			Cathie	013-010-014	Davi
9 f			Tanika	014-260-022	Tary
10 f	Y		Tom N.	014-260-028	Naimas
11 f			Tom N.	014-260-027	Naimas
12 f			Denyl	014-260-029	T. Rice
13 f			Tom N.	014-260-004	B. Heir
14 f			Tanika	014-260-033	Dang
15 f			Tanika	014-260-034	Uppel
16 f			Tom N.	014-370-039	Anderson
17 f			Tom N.	014-370-006	Anderson
18 f			Denyl	014-370-007	P. F. Rice
19 f			Bill S.	014-370-020	Hartley
20 f			Tom N.	014-370-017	P. Heir
21	Y		Tom N.	014-370-030	Foster
22	Y		Tom N.	014-370-029	"
23 f			Tom N.	016-020-005	"
24 f			Tom N.	016-010-018	Meschultz
25 f			Tanika	016-010-016	Bouza
26 f			Tom N.	016-010-002	Foster
27 f			Tom N.	016-010-006	Meschultz
28 f			Tom N.	016-010-007	Foster
29 f			Tom N.	016-010-008	Foster
30 f			Denyl	016-010-009	Harold
31 f			Tanika	016-010-010	Foyes
32 f			Tom N.	016-000-001	Foster
33	Y		Denyl	014-370-026	Wach
34	Y		Tom N.	014-370-037	Cher
36	Y		Cathie	014-370-096	Nordic
36	Y		Cathie	014-370-002	S.S. JDD
37	Y		Bill S.	014-370-003	H. & H.
38	Y		Tom N.	014-370-024	Moxey
39	Y		Denyl	014-370-033	Moxey
40			Tom N.	016-030-001	JT S/Pattler
41			Tom N.	016-040-022	JT S/Pattler
42			Tom N.	016-040-099	Danna
43			Cathie	014-260-006	Pearson
44			Cathie	014-260-005	Pearson
45			Cathie	014-260-026	Danl Hindal BDS Farms
46			Tom N.	014-370-010	Gardner & Balne
47			Tom N.	014-370-017	Pilam Kesir Hok

3/19/2007

Attachment B