

# RECLAMATION DISTRICT NO. 2119

3121 West March Lane, Ste. 100

P.O. Box 20

Stockton, California 95201

(209) 948-8200

FAX (209) 948-8910

Trustees

Eugene Muzio

Nelson E. Bahler

Alvin Cortopassi

Secretary and Attorney

Andy Pinasco

Engineer

Christopher H. Neudeck

## NOTICE & AGENDA OF SPECIAL MEETING OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 2119

**DATE: Friday, September 13, 2024**

**TIME: 9:00 a.m.**

### Roll Call

### Agenda Items

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda as it is taken up.
2. LSJR – Phase B – 14 Mile Slough Geotech Explorations: Discussion and direction regarding executing a Right of Entry/Permit to drill on RD 2119.
3. Engineer's Report. The Engineer(s) will make a report and request direction on status of projects, including update on levee improvement construction schedule. Discussion and possible action regarding the following items:
  - I. LOWER SAN JOAQUIN RIVER FEASIBILITY STUDY (LSJRFS)
    - A. LSRFS USACE request for Temporary Right of Entry Permit (ROE) to conduct Geotechnical borings. Seek Board of Trustees authority to amend USACE's ROE.
    - B. Report on status of the TS30L Tenmile Slough Project.
4. Bills. Approve bills.
5. Adjournment.

*This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Andy Pinasco at 209/948-8200 during regular business hours, at least twenty-four hours prior to the time of the meeting.*

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during normal business hours.

**AGENDA PACKET  
RECLAMATION DISTRICT 2119  
SEPTEMBER 13, 2024**

<b><u>ITEM</u></b>	<b><u>COMMENTARY</u></b>
1.	Self-explanatory.
2.	Self-explanatory.
3.	Please see attached.
4.	Please see attached.

# ITEM 3

**RECLAMATION DISTRICT NO. 2119  
WRIGHT-ELMWOOD TRACT  
BOARD OF TRUSTEES MEETING  
FRIDAY, SEPTEMBER 13, 2024  
9:00 A.M.  
ENGINEER'S REPORT**

- I. LOWER SAN JOAQUIN RIVER FEASIBILITY STUDY (LSJRFS)**
- A. LSRFS USACE request for Temporary Right of Entry Permit (ROE) to conduct Geotechnical borings. Seek Board of Trustees authority to amend USACE's ROE.

*EXHIBIT A: USACE Request dated September 3, 2024 for Temporary Entry Permit (ROE) and forms.*

*EXHIBIT B: Email correspondence from KSN Inc. regarding additional conditions for ROE and sample ROE from previous work.*

- B. Report on status of the TS30L Tenmile Slough Project..

# **EXHIBIT A**



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT  
1325 J STREET  
SACRAMENTO CA 95814-2922

September 3, 2024

CESPK-RES

Reclamation District 2119  
PO Box 20  
Stockton, CA 95201

Dear Mr. Neudeck:

The U.S. Army Corps of Engineers, in cooperation with the Central Valley Flood Protection Board and San Joaquin Area Flood Control Agency (SJAFCA), will be conducting geotechnical exploratory investigations along portions of the San Joaquin River Levees and its tributaries. The goal of the Lower San Joaquin Levee Improvement Project is to improve the existing levee system and reduce the risk of flood damage along portions of the Lower San Joaquin River near the City of Stockton. Information gathered during the investigations will be used to help determine subsurface conditions and evaluate the existing levee's flood protection capabilities.

The U.S. Army Corps of Engineers needs access to conduct exploratory borings on a small portion of levees you maintain (please see enclosed map). Representative soil samples will be obtained from the borings at approximately 45-100ft depth. All samples will be taken off site for further examination and geotechnical laboratory testing for analysis. Boring holes will be backfilled with a cement grout.

According to the County Assessor's records we believe you maintain levees within the following APN property within the project area: 071-140-060, 071-140-170, and 071-150-060. Please review and sign our enclosed standard Right of Entry form, which will grant permission for our team to conduct surveys on your property. We will attempt to notify you at least 3-5 days prior to commencing any activities. **If the terms are acceptable, please sign and return a copy of the agreement by September 17, 2024.** We will return a fully executed copy of the document to you.

For questions regarding this real estate matter, you may contact me at (916) 268-0003 and [Nicholas.A.Stauber@usace.army.mil](mailto:Nicholas.A.Stauber@usace.army.mil).

Sincerely,

*Nick Stauber*

Enclosures

Nick Stauber  
Realty Specialist  
Real Estate Division

DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

*Lower San Joaquin River Project  
Phase B-1*

APN: 071-140-060, 071-140-170,  
071-150-060.

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, perform sediment sampling and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-entry, results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this permit or right-of-entry is located in the State of California, County of San Joaquin, and is described as follows: Assessor Parcel Numbers 071-140-060, 071-140-170, 071-150-060.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Contact Information:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
Best time to be reached.

UNITED STATES OF AMERICA

\_\_\_\_\_  
Peter L. Shteyn  
Deputy Chief, Real Estate  
Real Estate Contracting Officer

\_\_\_\_\_  
Date



Note: Exact exploration locations in the figure are approximate and may be shifted based on access to the location or underground utilities in the field by the engineer.



**LEGEND**  
EXCEPT FOR SPECIAL SYMBOLS SHOWN BELOW, MAP SYMBOLS ARE STANDARD IN U.S. ARMY FIELD MANUAL, FM 21-31, TOPOGRAPHIC SYMBOLS, DATED DECEMBER 1968.

-  PARCEL BOUNDARY
-  BORING
-  CONE PENETRATION TEST

SAN JOAQUIN COUNTY REAL ESTATE DIVISION CALIFORNIA

**LOWER SAN JOAQUIN RIVER  
 RIGHT-OF-ENTRY FOR SURVEY & EXPLORATION**



DEPARTMENT OF THE ARMY  
 OFFICE OF THE SACRAMENTO DISTRICT ENGINEER  
 SOUTH PACIFIC DIVISION



**EXHIBIT A**

CONTRACT NO.  
 DACW05-8-22-0024

SHEET 1 OF 5



Note: Exact exploration locations in the figure are approximate and may be shifted based on access to the location or underground utilities in the field by the engineer.



**LEGEND**  
EXCEPT FOR SPECIAL SYMBOLS SHOWN BELOW, MAP SYMBOLS ARE STANDARD IN U.S. ARMY FIELD MANUAL, FM 21-31, TOPOGRAPHIC SYMBOLS, DATED DECEMBER 1968.

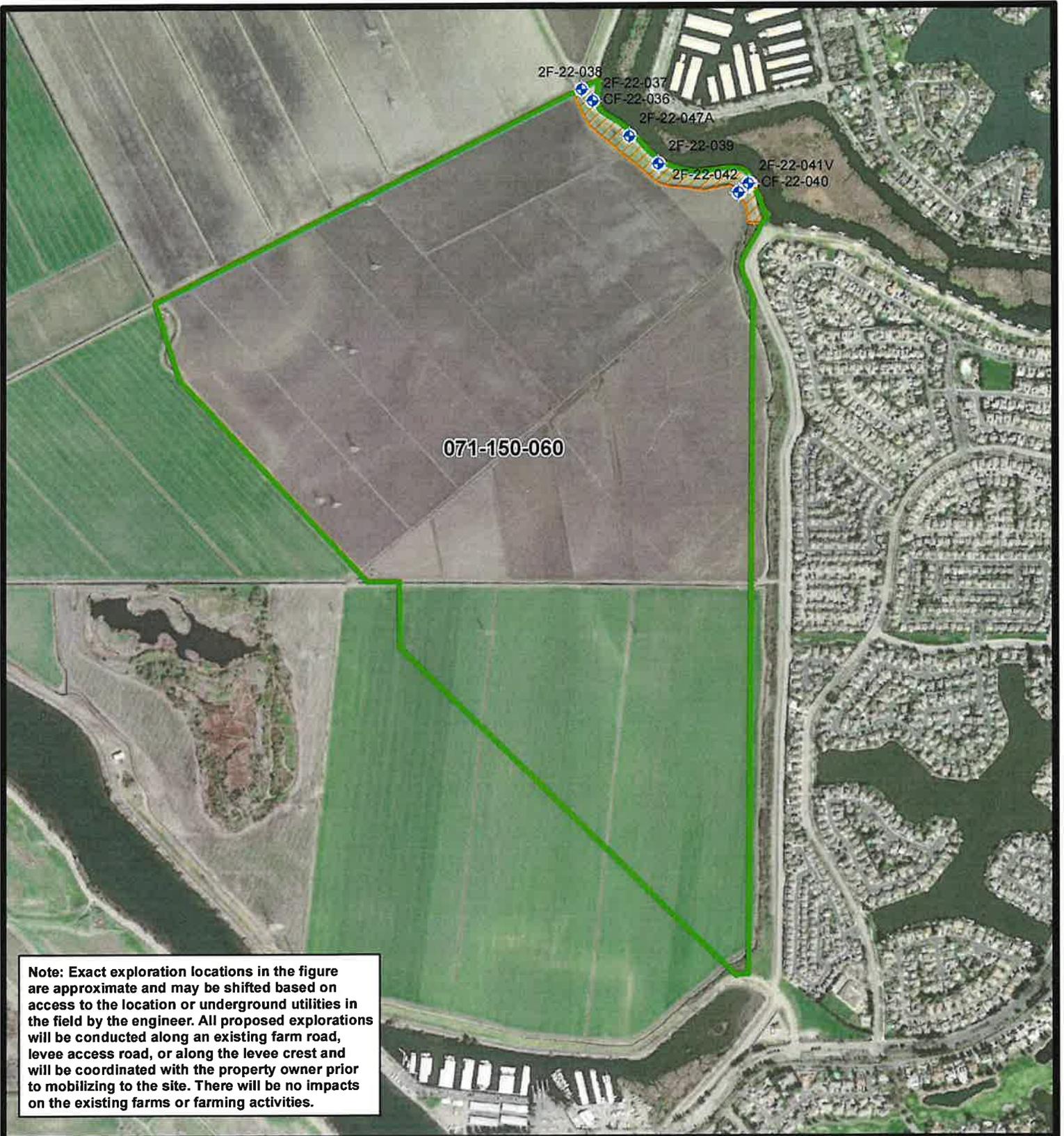
- PARCEL BOUNDARY
- BORING
- CONE PENETRATION TEST

SAN JOAQUIN COUNTY REAL ESTATE DIVISION CALIFORNIA

## LOWER SAN JOAQUIN RIVER RIGHT-OF-ENTRY FOR SURVEY & EXPLORATION

DEPARTMENT OF THE ARMY  
 OFFICE OF THE SACRAMENTO DISTRICT ENGINEER  
 SOUTH PACIFIC DIVISION

**EXHIBIT A** CONTRACT NO. **DACW05-8-24-0050** SHEET **1** OF **1**



Note: Exact exploration locations in the figure are approximate and may be shifted based on access to the location or underground utilities in the field by the engineer. All proposed explorations will be conducted along an existing farm road, levee access road, or along the levee crest and will be coordinated with the property owner prior to mobilizing to the site. There will be no impacts on the existing farms or farming activities.



**LEGEND**  
EXCEPT FOR SPECIAL SYMBOLS SHOWN BELOW, MAP SYMBOLS ARE STANDARD IN U.S. ARMY FIELD MANUAL, FM 21-31, TOPOGRAPHIC SYMBOLS, DATED DECEMBER 1968.

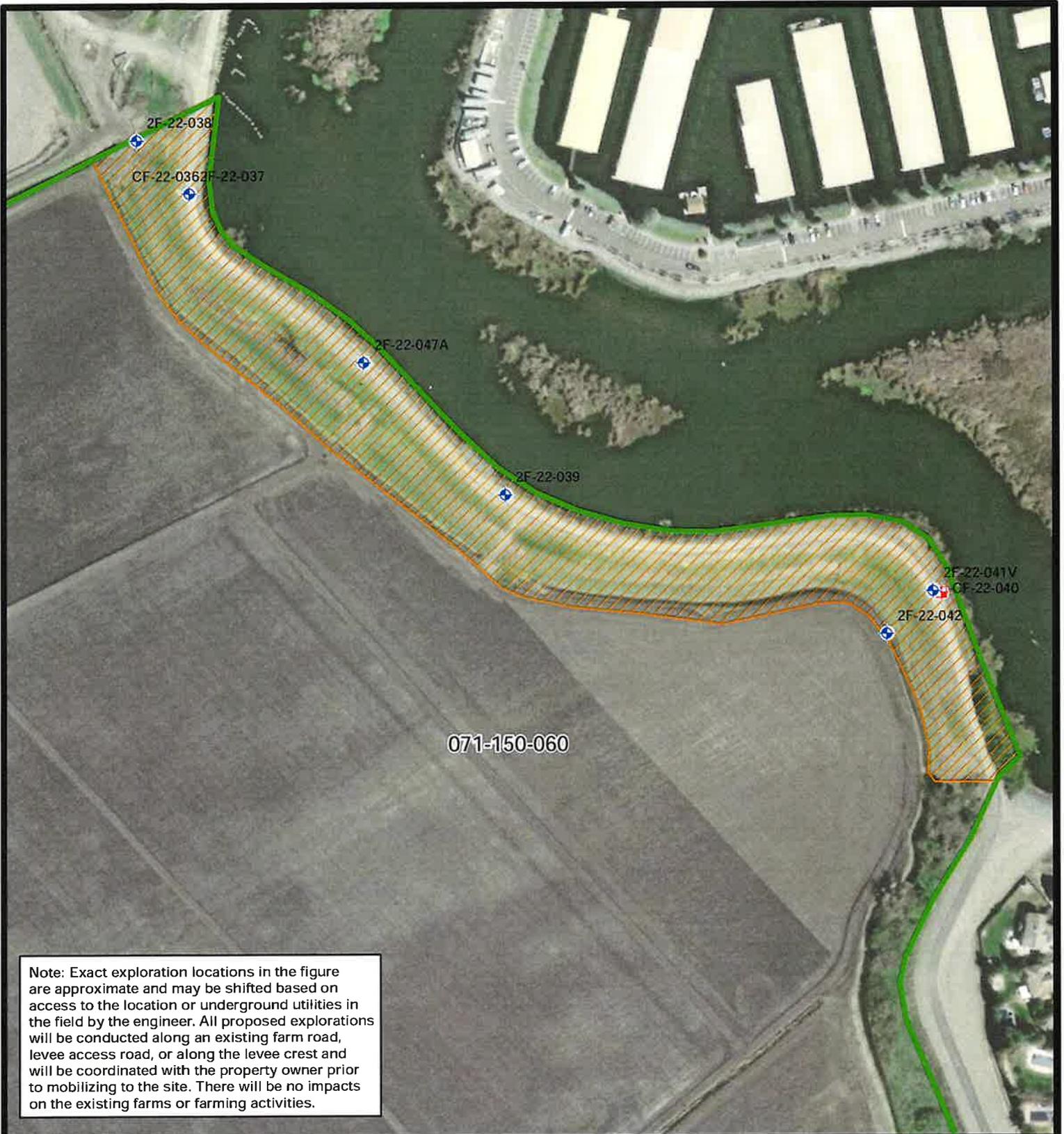
-  PARCEL BOUNDARY
-  ACCESS AREA
-  BORING
-  CONE PENETRATION TEST

SAN JOAQUIN COUNTY REAL ESTATE DIVISION CALIFORNIA

**LOWER SAN JOAQUIN RIVER  
RIGHT-OF-ENTRY FOR SURVEY & EXPLORATION**

DEPARTMENT OF THE ARMY  
OFFICE OF THE SACRAMENTO DISTRICT ENGINEER  
SOUTH PACIFIC DIVISION

**EXHIBIT A** CONTRACT NO. **DACW05-8-23-0030** SHEET **1** OF **2**



Note: Exact exploration locations in the figure are approximate and may be shifted based on access to the location or underground utilities in the field by the engineer. All proposed explorations will be conducted along an existing farm road, levee access road, or along the levee crest and will be coordinated with the property owner prior to mobilizing to the site. There will be no impacts on the existing farms or farming activities.

071-150-060



**LEGEND**  
EXCEPT FOR SPECIAL SYMBOLS SHOWN BELOW,  
 MAP SYMBOLS ARE STANDARD IN U.S. ARMY  
 FIELD MANUAL, FM 21-31, TOPOGRAPHIC SYMBOLS,  
 DATED DECEMBER 1968.

- PARCEL BOUNDARY
- ACCESS AREA
- BORING
- CONE PENETRATION TEST

SAN JOAQUIN COUNTY REAL ESTATE DIVISION CALIFORNIA

**LOWER SAN JOAQUIN RIVER**  
 RIGHT-OF-ENTRY FOR SURVEY & EXPLORATION

DEPARTMENT OF THE ARMY  
 OFFICE OF THE SACRAMENTO DISTRICT ENGINEER  
 SOUTH PACIFIC DIVISION

**EXHIBIT A**

CONTRACT NO.  
**DACW05-8-23-0030**

SHEET 2 OF 2

## **EXHIBIT B**

### **Description of Proposed Investigations**

#### **1. General**

SJAFCA is assisting the U.S Army Corps of Engineers (USACE) with the design and construction of the Lower San Joaquin River Project. The Project will need to access property to sample soil materials for the proposed improvements. In order to determine the extent of and to ultimately prepare the design for these improvements, SJAFCA and the USACE must evaluate soil conditions in the area. SJAFCA shall notify a property representative 48 hours in advance of its entry on the Property for these activities.

#### **2. Property Access**

The project team and its engineering, survey and environmental consultants will require access to private and public parcels to complete studies needed as part of the planning and design process for the project. The nature of each study is described in more detail below.

#### **3. Points of Contact**

A USACE representative, Nick Stauber or designee will work with the owner in this effort. He can be contacted directly at (916) 268-0003, or by email at [nicholas.a.stauber@usace.army.mil](mailto:nicholas.a.stauber@usace.army.mil).

#### **4. Geotechnical Explorations**

The Contractor shall perform subsurface explorations at or near the locations shown in the attached maps. Explorations shall include both soil borings and/or Cone Penetration Tests (CPT).

Representative soil samples will be obtained from the borings at approximately five-foot depth intervals or more frequently. All samples will be taken off site for further examination and geotechnical laboratory testing for analysis.

There will be up to five people on-site to complete the borings: a driller, up to two driller's helpers, a logger, and a County grout inspector. The boring will be performed using a tire-mounted drill rig. In addition, there will be a support truck for the drill rig, a pick-up truck for the logger, and a pick-up truck/car for the grout inspector.

After each boring is completed, the driller will place soil cuttings and drilling fluid in 55-gallon drums. The drums will be removed from the site on the day the boring is complete and disposed of at an appropriate disposal facility. The borings will be backfilled with neat cement grout in accordance with the County's well permit requirements. Boring performed in parking lots will be capped with asphalt to match

the existing parking lot surface. All equipment, materials, and trash will be removed from the site and the area will be restored to its prior condition.

## **5. Utility Potholing**

Utility locating: GPR scanning will screen sites to identify the location of utilities.

Potholing: The subcontractor will use an air vacuum truck in an attempt to expose the utilities via an approximately 8-inch diameter pothole at each location. This process is limited to the top 10 ft-bgs. Neat cement grout with up to five percent bentonite will be used to backfill the utility potholes, in accordance with the San Joaquin County Environmental Health Department soil boring permit requirements.

## **6. Biological Resource Surveys**

Various biological surveys would be conducted including, but not limited to, those described below.

Wetland Delineation: Delineations would be conducted by qualified biologists. Activities would consist of walking the parcel, taking representative photographs and looking for standing water, wet spots, or concentrations of wetland vegetation. If any of these features are found, the biologist would use a shovel to dig a test pit (2 feet by 2 feet to a depth of about 20 inches) in the center of the wetland feature to identify the soil properties and another outside the feature for comparison. The outline of the feature would be mapped using a Global Positioning System (GPS) receiver. The test pit location would be selected in order to avoid disturbing tree roots, irrigation systems, or other man-made features. All test pits would be backfilled and hand-tamped after the site examination and no hole would be left unattended. No soil would be removed from the site.

Elderberry Shrub Survey: Surveys would be conducted by qualified biologists. Activities would consist of walking the parcel and identifying the locations of elderberry shrubs, photographing shrubs, and logging their locations using a GPS receiver. No vegetation would be disturbed or removed from the site.

Tree Survey: Surveys would be conducted to document the extent and average size characteristics of trees that are located in the vicinity of the project. As needed, trees would be documented by type and Diameter at Breast Height (DBH).

## **7. Cultural Resource Surveys**

*Pedestrian Field Surveys:* Archaeological field surveys will be conducted by qualified archaeologists, who may be accompanied by a monitor from a Native American tribe that has expressed interest in the project area. Surveys consist of walking the parcel and examining the ground for evidence of archaeological deposits or isolated artifacts. Areas of rodent disturbance, irrigation ditches, riverbanks and levee slopes will be

inspected for the presence of subsurface archeological deposits. Any finds will be documented, and their locations recorded using a GPS receiver. Any structures more than 45 years old will be documented a part of a historic building evaluation.

*Test Excavations:* Test excavations may be used to complement pedestrian field surveys and can include either hand-excavated units or mechanical coring or trenching. Hand-excavated units will be done with augers, shovels, or similar hand tools and typically measure no more than a few feet in horizontal extent and depth. Mechanical trenches may measure three feet in width and up to fifteen feet in length. Trench depths will vary depending on context but are usually less than ten feet. Any mechanical trenching will occur only after obtaining an Underground Service Alert for the area.

Excavation spoils and unit profiles are examined for evidence of archaeological artifacts or features. Any archaeological remains identified within the test units will be recorded and samples taken for laboratory analysis and dating where applicable. Following excavation, all units will be backfilled and compacted. Any materials remaining after analysis will be returned to the landowner or disposed of as they direct.

## **8. Right of Way and Topographic Surveys**

*Flight Crosses for Aerial Surveys:* Topographic mapping for design of the improvements will be developed using aerial survey methods. These techniques need fixed survey reference points along the project area. Marking for these point consist of large temporary crosses that

are visible from the air. To the extent feasible, the flight crosses would be placed on farm road and other similar areas rather than in agricultural fields. Those fabric flight crosses that need to be set in areas that aren't paved will be removed as soon as possible once the aerial photography is acquired and checked.

*Field Ground Surveys:* Due to the need for additional precision at certain locations, crews would field survey ground elevations, ditches, canals, selected trees and other vegetation, areas flagged by cultural and environmental surveys, boreholes, monitoring wells and planimetric features (structures, wells, culverts, overhead wires, gas line markers, etc.) to augment the aerial photography. Field survey crews do not typically disturb agricultural or other operations.

*Right of Way Surveys:* These surveys would involve searching for monumentation at property comers as needed to resolve property boundaries and documenting the locations of fences or other visible evidence of occupancy for property boundaries and/or easements for access, utilities, etc. Some digging to locate property monuments is anticipated.

## **9. Hazardous Materials Surveys**

Phase 1 Environmental Site Assessment: Standard due diligence for property acquisitions includes conducting investigations to determine the potential for hazardous materials to be present on a property. Most of this investigation is conducted as a search of available records. However, one component of the investigation involves having a qualified technician walk the property to look for visual and olfactory evidence of contaminants or improvements that may have contributed to the release of a contaminant, such as the presence of a storage tank. The survey would consist of walking the area of the parcel and examining property for various types of structures and examining the ground for evidence of staining or odors. Findings would be recorded, and their locations identified using a GPS receiver.

Phase 2 Environmental Site Assessment: If the presence of suspected hazardous materials is identified during the Phase 1 site visit, a Phase 2 site visit would be conducted to take a sample of the soils from the suspected area and submit the sample to a lab for analysis. The results of the lab analysis would be used to develop the needs and cost of a cleanup plan.

## **10. Design Investigations**

Design investigations are generally limited to having the design team walk the project alignment to become familiar with and document conditions along the alignment that might influence the design of the improvements.

# **EXHIBIT B**

## Christopher H. Neudeck

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**From:** Christopher H. Neudeck  
**Sent:** Wednesday, September 4, 2024 5:35 AM  
**To:** apinasco@neumiller.com  
**Cc:** Erik E. Almaas  
**Subject:** RD 2119 Wright Elmwood. LSJR - Phase B - 14 Mile Slough Geotech Explorations  
**Attachments:** RD2119 Cover Letter.pdf; DACW05-8-24-0066 -RD2119 - ROE.pdf; 081216e\_J\_Herrick\_Permits.msg; 110616w\_Geotech\_Entry\_Permit.doc; 110527e\_Entry\_Permit\_Exhibit.pdf

Andy,

Please review the attached (1<sup>st</sup> two attachments from the USACE), this is what we will be considering at our next meeting scheduled for Friday 9/13. My primary suggestion is that the backfill all borings off the levee with bentonite/cement grout to minimize shrinkage of the hole backfill and the potential of artesian return of ground water escaping to the ground surface. Cement grout tends to shrink and leave voids for the least path of resistance for artesian ground water to escape and create a seepage path and seepage impacts in the adjacent field that they conduct their boring in. Secondly, I would make certain that we make it the USACE's responsibility that if a bore hole does develop seepage associated with artesian ground water that they will come back and repair, this impact could be significant and make a field unusable for farming in the area of the bore hole associated with the potential seepage. Thirdly we need to make certain that we Kjeldsen, Sinnock & Neudeck Inc are notified a minimum of 48 hours in advance of the explorations.

I have attached ( last 3 attachments) some typical permits that I have worked on over the years for reference and potential amendments to the USACE ROE

**From:** Omar Al-Hindi <Omar.AlHindi@sjafca.org>  
**Sent:** Tuesday, September 3, 2024 5:33 PM  
**To:** Christopher H. Neudeck <cneudeck@ksninc.com>; Erik E. Almaas <ealmaas@ksninc.com>  
**Cc:** Chris Elias <Chris.Elias@sjafca.org>; apinasco@neumiller.com; Olmo, Rhonda L. <rolmo@neumiller.com>  
**Subject:** RE: LSJR - Phase B - 14 Mile Slough Geotech Explorations

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris/Erik,

Attached is USACE ROE issued to RD2119. This is a standard ROE that they issue for all Geotech Exploration efforts. We appreciate your approval of this ROE to allow the LSJR project Phase B Geotech explorations too move forward. Thank you.

**B1**

Stephen T. Bradley  
Chief Engineer  
The Reclamation board  
3310 El Camino Avenue  
Sacramento, CA 95821

The east levee subsurface conditions at Atlas Tract will be investigated by drilling three borings to a depth of approximately 50 feet below the existing levee surface. The borings will be drilled using a CME 75 truck mounted drill rig utilizing 6-inch O.D hollow-stem auger above groundwater and rotary wash method below groundwater. Penetration tests will be performed in accordance with ASTM D-1586 at a 5-foot interval using a Modified California or Standard Penetration Test (SPT) Sampler to evaluate the relative density of coarse-grained (cohesionless) soil and to retain soil samples for laboratory testing. The drilling mud and soil cuttings from the test borings will be left at the site.

We will comply with the following conditions:

1. Only the work described above is authorized.
2. The borings on the levee section shall be backfilled with cement-bentonite.
3. The project work area shall be restored to at least same condition that existed prior to commencement of work.
4. We will be responsible for repairing any and all damages to the levee section and floodway caused by this project.
5. We will notify the Department of Water Resources by telephone, (916) 574-1213, at least 5 days prior to the start of the work. Tentatively, Spectrum Explorations is scheduled to begin this work on June 7, 2007.
6. This letter does not relieve us of the responsibility to obtain authorization from all concerned federal, State and local agencies; or to satisfy and California Environmental Quality Act (CEQA) requirements.
7. The Reclamation Board, Department of Water Resources shall not be held liable for any damages resulting from granting this approval, operation of the flood control project, releases of water from storage reservoirs, or by runoff from upstream watersheds.

**Kleinfelder West, Inc.**  
Ron Heinzen, G.E.  
Vice President/Project Management

Approved by:

**Reclamation District 2125**  
Chris Neudeck, District Engineer

Approved by:  
**Stephen T. Bradley**

**Date:**

B2

JUN - 6 2008

Project No.  
**8188.001.000**

June 4, 2008

Mr. Dante John Nomellini  
Nomellini Grilli & McDaniel  
235 E. Weber Ave  
Stockton, CA 95202

Subject: Trails of Manteca  
RD-17 East of Weatherbee Lake  
Manteca, California

**AUTHORIZATION REQUEST FOR GEOTECHNICAL EXPLORATION**

Dear Mr. Nomellini:

We are requesting permission from Reclamation District 17, on behalf of our client Weatherbee Properties, to perform exploratory geotechnical drilling on the non-project portion of the RD-17 levee. The portion we wish to explore is situated east of Weatherbee Lake and north of Walthall Slough between Urban Levee Evaluations program station numbers 1860+00 and 1980+00. The purpose of the proposed borings will be to gather geotechnical information to be used for under seepage evaluation as it pertains to the design of the subject project.

At this time, we propose to advance 13 Cone Penetration Test (CPT) soundings at 1,000-foot horizontal intervals on the crown of the RD 17 levee to a maximum depth of 140 feet. In addition, we propose to drill three rotary wash borings at 5,000-foot horizontal intervals on the crown of the RD 17 levee to a maximum depth of 140 feet.

These borings will be subject to the following conditions.

1. The explorations will be conducted in compliance with conditions from Reclamation District 17.
2. The CPTs and borings will be backfilled with neat cement immediately after completion.
3. The project areas will be restored to their original state after work has been completed.
4. Authorization from Reclamation District 17 shall not relieve the permittee of the necessity for other permission required from other regulatory agencies for this project.
5. RD 17 shall not be held responsible for damages incurred in the course of the exploration.

Nomellini Grilli & McDaniel  
Trails of Manteca, RD-17 East of Weatherbee Lake  
AUTHORIZATION REQUEST FOR GEOTECHNICAL EXPLORATION

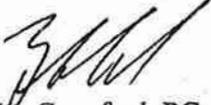
8188.001.000  
June 4, 2008  
Page 2

We currently request to conduct our explorations June and July 2008, provided we receive the appropriate authorizations.

If the above scope of work and conditions are in general conformance with your requirements, please sign one copy of this letter and return to us as acknowledgement of our request and as permission to proceed with the explorations.

Very truly yours,

ENGEO Incorporated



Zac Crawford, PG



Josef J. Tootle, GE

cc: 1 – Ms. Arlene Utal, Weatherbee Properties, LLC  
1 – Mr. Chris Neudeck, KSN

\_\_\_\_\_  
Signature/Approval  
Mr. Dante John Nomellini  
Attorney  
Nomellini Grilli & McDaniel

\_\_\_\_\_  
Date

B3

Doc #: 2008-103398  
6/24/08 10:09 AM  
Gary W. Freeman  
San Joaquin County Recorders

Recording Requested By:

Reclamation District No. 17

Return to:

Reclamation District No. 17  
c/o Nomellini, Grilli & McDaniel  
Professional Law Corporations  
P. O. Box 1461  
Stockton, CA 95201

(Public Entity Filing Fee Waived)  
(Govt. Code § 6103)

**PERMIT AGREEMENT  
(Soil Exploration)**

**PARTIES:**

**RECLAMATION DISTRICT NO. 17 (RD 17)  
ENGEO INCORPORATED (PERMITTEE)**

**AFFECTED PROPERTY:**

Portion of south levee of RD 17 extending east of Weatherby Lake gate, San Joaquin County, State of California.

**AGREEMENT:**

Permission is hereby granted by RD 17 to Permittee and their successors and assigns to conduct soil borings in the RD 17 levee as described in the June 4, 2008, letter from ENGEO Incorporated to Dante John Nomellini, a copy of which is attached.

This permission is granted upon the following conditions, the failure of which shall cause this permit to terminate at the election of RD 17.

1. Permittee shall obtain the necessary easements and rights of way from the landowners upon whose land the work and improvements will be located. Fee title to the real property at the above location is not vested in the RD 17 but is vested in other parties.
2. Permittee shall upon completion of the boring properly backfill the same in a manner satisfactory to the RD 17 Engineer.
3. Permittee shall notify RD 17 Engineer, Kjeldsen, Sinnock & Neudeck, Inc., 711 North Pershing Avenue, Stockton, California 95203, (209) 946-0268, and San Joaquin County Public Works, 1810 North Hazelton Avenue, Stockton, CA 95205, (209) 468-9698, one (1) week

before initiating any construction or maintenance activity in the waterways adjacent to or on or near the RD 17 levees or dredger cuts and when there is no activity for a period of five (5) working days, then twenty-four (24) hours prior to resumption of operations.

4. Permittee shall retain at Permittee's sole cost and expense a California registered Geotechnical Engineer to provide oversight of all work in the waterway or on or near the RD 17 levees and any and all water seepage, soil stability problems and changes in levee crown elevation shall be immediately reported to the RD 17 Engineer. A representative of the Geotechnical Engineer with control over the work shall be onsite continuously during the course of construction of all borings, excavations and pile driving within 300 feet of the centerline of the RD 17 levees.

5. In the event the RD 17 Engineer deems the safety of the RD 17 levee is being jeopardized, he may order all or any portion of the work stopped, in which case Permittee agrees to immediately comply with the order.

6. Permittee's activities shall not interfere with access along the levee crown road.

7. Indemnification and Insurance, etc.:

Permittee agrees to fully indemnify, defend and save harmless RD 17 including its governing boards, trustees, owners, partners, officers, agents, employees and contractors, herein collectively referred to as RD 17, against any and all loss, damage, liability, claim, demand, litigation, expense, including reasonable attorney's fees, resulting from injury or harm to any person or property arising out of Permittee's facilities and operations regardless of the active or passive negligence of RD 17 excepting only such injury or harm caused by sole negligence or willful misconduct of RD 17.

Permittee shall secure the naming of RD 17 as additional insured as to claims arising out of Permittee's facilities and operations on the liability policies and to the limits as required by Permittee of its contractors during the period of the contractor's work within 300 feet of the centerline of the RD 17 levee. Additionally, Permittee shall at all times during the time this Permit remains in effect maintain comprehensive general liability insurance including coverage for all damages arising out of Permittee's facilities and operations with limits of a minimum of \$2,000,000.00 per occurrence but not less than Permittee's actual underlying and "excess" policy limits, to insure Permittee's obligations for personal injury and property damage as provided herein. All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to RD 17 upon issuance and all renewals of said policies. Said certificates shall provide for thirty (30) days prior notice to RD 17 of termination of the insurance.

Permittee acknowledges that the premises could be flooded from many causes, including without limitation, the following:

a. Levee overtopping and levee failure due to natural causes such as winds, tides, barometric pressure changes, rainfall, rainfall runoff, earthquakes, levee settlement and

rodents.

b. Levee overtopping and levee failure due to man-related causes including negligence of the landowner, any Reclamation District and any other governmental agency such as inadequate or improper levee maintenance, flood fighting and/or patrol, dredging, water releases, obstructing water flows and water diversions.

c. Failure of the drainage system due to natural or man-related causes, including negligence of owner, any reclamation district, and any governmental agency.

d. Failure to construct, repair, maintain or operate levees, drainage or irrigation facilities or other facilities whether due to limited funding or otherwise.

Permittee hereby expressly assumes the risk of direct and indirect loss and damage to Permittee, its contractors, employees and agents arising out of the above and hereby waives the right, including the right on the part of any insurer through subrogation, to make any claim pertaining to the same as against RD 17 and the landowners within RD 17. Permittee agrees to hold RD 17 and the landowners within RD 17 free and harmless from and indemnify them for inverse condemnation of and for damages to property belonging to Permittee or used in connection with Permittee's operations including, without limitation, damage to equipment, improvements, site preparation, bridges, pipelines, valves and appurtenances caused by flooding due to the causes set forth above. The parties intend that this indemnity shall extend as broadly as legally permitted and shall apply regardless of whether the loss results from the negligence of RD 17 and the landowners within RD 17.

8. Permittee shall within thirty (30) days of invoice, reimburse RD 17 for its reasonable out-of-pocket engineering, legal, and other costs incurred in reviewing, preparing, processing, and monitoring this permit.

9. Permittee does hereby agree that at all times during and after the completion of the work that Permittee shall, upon written demand by RD 17 perform at Permittee's own cost and expense and within the time limits set by RD 17 all rehabilitation, maintenance or repair work ordered to be performed by RD 17 which arises as a result of Permittee's work.

10. This permit shall be subject to termination by the Board of Trustees of RD 17 upon failure of Permittee to adhere to the terms and conditions provided herein and shall otherwise terminate on November 1, 2008.

11. If and in the event that in the sole discretion of the Board of Trustees of RD 17, an emergency exists or may arise which requires that work be performed on the levee, banks, slopes or other RD 17 facilities in the immediate area of Permittee's proposed works, then and in that event Permittee hereby gives to RD 17, its agents, employees or contractors, the right and permission to repair or remove and replace any and all works and any appurtenances thereto reasonably necessary

to the performance of such work, provided that RD 17 first provides facsimile or telephone notice at the numbers set forth in hereinafter. Having given notice by one of the two methods, RD 17 may then proceed. Permittee does hereby hold RD 17, its governing board, agents, employees and contractors, harmless from any and all liability arising out of or by reason of said proposed works including without limitation any and all liability arising out of Permittee's proposed works having been approved, constructed, undertaken, damaged or removed as aforesaid. Permittee shall within thirty (30) days from date of written demand by RD 17 reimburse RD 17 for (1) all costs and expenses incurred in the repair or removal and replacement of said works or any appurtenances thereto by RD 17 as per the above, including reasonable attorney's fees and interest and (2) for all costs and expenses incurred by RD 17 in performing levee, bank, slope, and waterway rehabilitation, maintenance or repair work which is reasonably necessary and caused by the presence of the proposed works. In the event enforcement action is required, the prevailing party shall be entitled to recover, in addition to such costs and expenses, the costs of suit together with reasonable attorney's fees to be fixed by the Court. RD 17 will, if time permits, in the sole judgment of RD 17 request Permittee to perform the work covered by this paragraph.

12. All covenants of Permittee herein shall also be deemed conditions of this permit.

13. The terms and conditions herein shall bind the heirs, assigns, executors, administrators and transferees of Permittee and shall run with the permit. Permittee agrees as a condition of any transfer to obtain from the transferee its written agreement to comply with the terms of this agreement. Permittee shall notify RD 17 of the name and address of any transferee and provide to RD 17 a copy of said transferee's agreement within ten (10) days of the transfer.

14. Unless changed by written notice to RD 17, the mailing address for all notices to Permittee shall be: ENGEO Incorporated, 580 N. Wilma, Suite A, Ripon, CA 95366, telephone (209) 835-0610, facsimile (888) 279-2698.

15. This permit shall not be valid until an original which is fully signed and acknowledged in recordable form by all named parties is returned to RD 17, in care of Nomellini, Grilli & McDaniel Professional Law Corporations, P. O. Box 1461, Stockton, California 95201, telephone (209) 465-5883, fax (209) 465-3956.

16. Permittee agrees to execute any and all additional documents reasonably necessary to secure the recordation of this agreement or a memorandum thereof in the County of San Joaquin, State of California.

17. Time is of the essence in this agreement.

18. This permit is conditioned upon and shall not become effective until a permit or other written approval for the project is granted by The Reclamation Board.

19. Permittee shall at no cost to RD 17 provide to RD 17 copies of all soil tests resulting from the exploration permitted herein and from any additional related exploration of soil conditions within 500 feet waterward or landward of the District levees.

RD 17:

RECLAMATION DISTRICT NO. 17

Dated: 6-23-08

By: Henry Long  
Henry Long, President

Permittee:

ENGEO INCORPORATED

Dated: 6/20/08

By: [Signature]

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF SAN JOAQUIN )

On June 20<sup>th</sup>, 2008 before me, Lora Sandman, Notary Public, personally appeared Josef J. Tootle, GE, Principal, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



Lora Sandman

STATE OF CALIFORNIA            )  
  )ss.  
COUNTY OF SAN JOAQUIN    )

On 6-23-08 before me, JEAN MARIE URBANI, Notary Public, personally appeared HENRY LOALG, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Jean Marie Urbani



**B4**

**Memorandum of Understanding**  
**Between the Department of Water Resources and Reclamation District 800**  
**Regarding the South Delta Improvement Program**

**Recitals**

One of the projects identified in the August 28, 2000, ROD for the CALFED Bay-Delta Program is a new intake and fish screen for the State Water Project's Clifton Court Forebay ("project"). The likeliest alignment of this facility is on Byron Tract, which is within Reclamation District 800 (RD 800), and which likely will involve a partial relocation of the RD 800 levee bordering Italian Slough. The department of Water Resources (DWR) and RD 800 wish to participate in a cooperative process on this project to share and work through the technical concerns and interests of each agency. This MOU is entered into to set forth the principles for going forward with that process.

**Understandings**

1. RD 800 will timely execute and provide DWR the attached TEP for the initial planning work for the project. The parties contemplate that a subsequent TEP and/or other agreement(s) will be required for construction and the long-term operation and maintenance of the project.
  
2. The construction, operation, and maintenance of the project will not impose any uncompensated direct adverse impacts or net costs on RD 800 or the adjacent landowner(s), including but not limited to increased costs for or impacts on the operation and maintenance of RD 800's own facilities. The project will be

designed and constructed to maintain or possibly improve the performance characteristics and safety factors associated with RD 800's current facilities. Any compensation required will be paid by DWR at the time of property acquisition or the completion of project construction.

3. RD will be named as an additional insured by endorsement in any general liability policy DWR may require its construction contractor to carry prior to the commencement of construction of the project. Said general liability policy will provide for primary and excess coverage in the amounts deemed appropriate by the Department of General Services, after consultation with RD 800.
4. DWR will indemnify RD 800 to the greatest degree permitted by law for liability arising out of its or its contractor's actions in connection with the construction, operation, or maintenance of the project.
5. DWR will consult regularly (e.g., monthly) and work with the RD 800 engineer (or other technical consultants retained by RD 800) on aspects of the project that could have a potential impact on RD 800 facilities or on their operation or maintenance. The parties contemplate that the RD 800 engineer (or other technical consultants) will be integrally involved only in the design and engineering of those aspects of the project that could have a direct impact on RD 800 or its landowners.
6. DWR will enter into a reimbursement contract with the RD 800 engineer, the engineer's staff, other technical consultants, RD 800, and other personnel as approved by DWR, for appropriate expenses involved in the technical review of and cooperation on the project on RD 800's behalf.
7. Should threatened or endangered species be found in DWR's planning survey, DWR plans to acquire a maintenance easement on the landward side of the

relocated Italian Slough levee sufficient to avoid species interference, up to the landward survey boundary, if reasonable. If not reasonable, DWR will work with RD 800 and the affected landowner(s) to transfer land between the levee maintenance right-of-way and the survey boundary to a conservancy, or to serve environmental mitigation purposes or otherwise to avoid impacts on RD 800 and/or the landowner(s).

8. DWR and RD 800 recognize that the project may result in a net reduction in revenues to RD 800 by taking land off of RD 800's tax and assessment rolls. DWR and RD 800 will address this issue in the future, as the boundaries of the project are identified.
9. The parties contemplate that, with construction of the project, DWR will acquire certain lands located to the west of the rebuilt RD 800 levee. The parties contemplate that, at the end of construction, fee title to all lands west of the centerline of the re-aligned Italian Slough (with the exception of any lands used for mitigation purposes) will be held by the current landowner, with an easement in favor of RD 800 for its new facilities.
10. The parties contemplate that, in the course of working cooperatively on the project, they may add additional understandings to this MOU.

11. For purposes of this MOU, the primary contacts are:

For DWR:

Katherine F. Kelly  
Chief, Office of State Water Project Planning

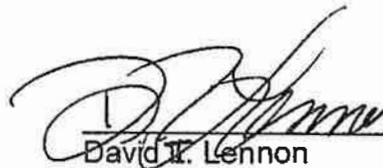
For RD 800:

Jeff Conway  
District Engineer



Thomas M. Hannigan  
Director  
DWR

8/30/01  
Date



David K. Lennon  
President, Board of Trustees  
RD 800

8/31/01  
Date

**B5**

- (X) Exploration  
(X) Survey  
( ) Construction

Project Name: South Delta Improvement Program  
Reclamation District No. 800 (Byron Tract).  
Parcel Nos.: See attached Exhibit "A"

### TEMPORARY ENTRY PERMIT

Pursuant to the "Memorandum of Understanding Between the Department of Water Resources and RD 800 Regarding the South Delta Improvement Program", the undersigned PERMITTOR hereby grants permission to the Department of Water Resources of the State of California, hereinafter referred to as PERMITTEE, and its officers, employees, agents and contractors, to enter, with all necessary equipment, upon PERMITTOR's land in the County of Contra Costa, State of California, described as that property within the boundaries of PERMITTOR's jurisdiction and shown in the attached map Exhibit "A", to conduct various biological surveys and geologic explorations, as needed, to collect information for the preparation of environmental documentation for the proposed new intake to Clifton Court Forebay, fish screens and other facilities associated with the CALFED Bay-Delta Program's South Delta Improvements Program.

1. Access shall be limited to the minimum number of employees/contractors of DWR needed for the proposed work and shall not exceed six persons at any given time without 48 hours' prior written consent from PERMITTOR. Vehicular access shall be limited to light vehicles (car or pickup truck only; all-terrain vehicles are prohibited), except for the truck and drill rigs necessary to take borings. Employees/contractors of DWR shall only have access to those portions of PERMITTOR's lands identified in Exhibit "A" and shall only use the access routes identified in Exhibit A. PERMITTOR may immediately terminate this Permit for any trespass by employees/contractors of DWR onto other portions of PERMITTOR's lands or through use of other routes.
2. Reasonable precautions will be exercised to avoid damage and protect persons or property.
3. PERMITTEE, as part of project planning, will need to perform surveys and collect data on the presence, distribution, density or other characteristics of members of rare, endangered, threatened, or candidate species, or species of special concern (collectively "T&E" species"). PERMITTEE agrees that it will: (1) report this data in an aggregate format in the environmental documentation prepared by PERMITTEE for the South Delta Improvements Program, (b) report this data in an aggregate format by Township and Range in the California Natural Diversity Data Base, (c) not place survey notes or data in its Central Records System, and (d) not unnecessarily disseminate T&E survey data. If PERMITTEE should be requested to release specific survey notes on T&E species, PERMITTEE shall immediately provide written notice, via facsimile transmission, to PERMITTOR of such request.
4. PERMITTEE's activities shall be undertaken so as to avoid any interference with PERMITTOR's activities and, if PERMITTEE's activities can only be undertaken in a way that involves some degree of interference with PERMITTOR's activities, PERMITTEE shall minimize such interference to the greatest extent possible.
5. PERMITTOR assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors or employees of PERMITTEE by reason of the exercise of privileges given under this permit. PERMITTEE shall indemnify and save PERMITTOR harmless from any liability therefor, including the cost of defending any action brought against PERMITTOR in connection therewith.
6. Nothing in this permit shall preclude PERMITTOR from filing a claim(s) with the State Board of Control for any loss or expense which PERMITTOR or its tenant may suffer caused by or due to exercise by PERMITTEE of the rights granted by this permit.
7. PERMITTEE agrees to replace, repair, and/or return PERMITTOR'S property to pre-project condition, less reasonable wear and tear, and to indemnify and hold PERMITTOR harmless from any damage caused by PERMITTEE's activities authorized by this Permit.

8. PERMITEE shall only enter the property after giving PERMITTOR reasonable notice. For purposes of this Permit, PERMITEE agrees that 48 hours' advance written notice, via facsimile transmission, represents the minimum reasonable notice of PERMITEE's entry onto the property. PERMITEE'S notice shall include a written planned schedule of specific dates and location of entry. If PERMITEE'S entry will deviate from the planned schedule, then prior to entry it shall contact PERMITTOR'S Manager, at the telephone number below, to notify PERMITTOR of the change and shall also send via facsimile transmission an updated schedule.
9. PERMITEE shall immediately report to PERMITTOR any ground settlement or water flow in the vicinity of any borings.
10. PERMITEE shall backfill each hole with cement grout as required by Contra Costa County Environmental Health Department. The bentonite slurry used in the drilling process shall be pumped into drums and properly disposed of.
11. PERMITEE shall at the PERMITEE's sole expense repair any seepage that may develop within a ten (10) foot radius of the borings for a period of one year after the date of the borings being completed contingent on the issuance of a permit from PERMITTOR for the repair activity.
12. PERMITEE shall take all reasonable precautions during borings to avoid interfering with or causing delay of any PERMITTOR sponsored activities including inspection, patrols, maintenance, or emergency floodfights.
13. PERMITEE shall agree to stop work immediately at the request of PERMITTOR's Engineer in the event of his/her determination that the safety of the levee is jeopardized.
14. This Temporary Entry Permit includes the additional terms set forth in the attached Addendum, which terms are incorporated herein.

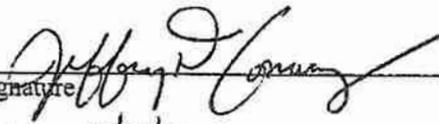
This permit expires on December 31, 2002.

Authorized Representative for Reclamation District 800  
Name and Address

Mr. Jeff Conway, District Manager  
1540 Discovery Bay Blvd, Suite A  
Byron, California 94514

Phone No. (925) 634-2351

FAX No. (925) 634-2089

  
Signature \_\_\_\_\_  
Date: 8/31/01

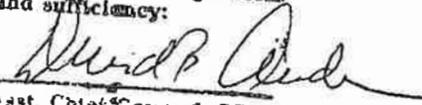
ACCEPTED:

Department of Water Resources of the State of California

  
James P. Schindler, Chief, Real Estate Branch

Date: \_\_\_\_\_

Approved as to legal form  
and sufficiency:

  
Asst. Chief Counsel, DWR

ADDENDUM TO TEMPORARY ENTRY PERMIT

Access to the property referred to in the attached Temporary Entry Permit requires transit on a levee or easement owned or maintained by the below Reclamation District. Acceptance of the following conditions is a prerequisite to PERMITTEE gaining entry to the property over any such levee or easement.

- A. The PERMITTEE shall not at any time block the crown of the levee or access of the District over the levees of the District. All automobiles, equipment and materials used by the PERMITTEE in connection with the Permit shall be parked or placed off of the said roadway. All automobiles, trucks and other vehicles used by PERMITTEE must remain on levee crowns, ramps, or other appropriate locations; such vehicles may not traverse levee slopes in any fashion that may damage the levee or create additional maintenance for the PERMITTOR. Any temporary storage of vehicles, equipment or materials required on the levee shall be subject to the prior approval of the District. Any vehicles, equipment, materials, and/or other types of levee encroachment stored by the PERMITTEE without the prior approval of the District shall be cause for its removal from the levee at the PERMITTEE's expense.
- B. The District shall not be liable or responsible for any injury, damage or loss sustained or claimed by the PERMITTEE or its property or by any employees of the PERMITTEE or their property, or by any third person or his property, from or as a result of the activities undertaken pursuant to this Permit, and the PERMITTEE shall indemnify and save District harmless from any liability therefor, including the cost of defending any action brought against the District in connection therewith.
- C. The grant of this Temporary Entry Permit shall not be deemed to include the right to pass over property not belonging to or under the control of this District, it being specifically understood and agreed that the PERMITTEE and/or the PERMITTEE's contractor shall obtain the written approval of all necessary other landowners before entering and/or passing over private property.
- D. The District reserves the right to take such action as it deems necessary, in the event of an emergency, to protect the District's levees and the lands within said levees, including the removal from the levee of any equipment or materials located thereon and owned by the PERMITTEE, its employees or agents. If reasonably possible, District shall give 48 hours advance notice to the PERMITTEE to enable the PERMITTEE to take such action as may be necessary to correct the situation. If District is unable to give such notice, it shall give advance notice at the earliest time reasonably possible. An emergency means a sudden or unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services. If made in good faith, the decision of the District as to when an emergency situation exists shall be final and District shall have no liability or responsibility to the PERMITTEE, its employees or contractors in the exercise of the power herein reserved.
- E. Any notice to be given by one party to this Permit to the other shall be addressed to the party as hereinafter set forth and shall be either mailed or faxed (with a mailed copy to follow) and shall be deemed delivered when actually received by the party to whom it is addressed.

DISTRICT:

 RECLAMATION DISTRICT NO. 800 (Byron Tract)  
Mr. Jeff Conway, District Manager  
1540 Discovery Bay Blvd, Suite A  
Byron, California 94514

Phone No. (925) 634-2351

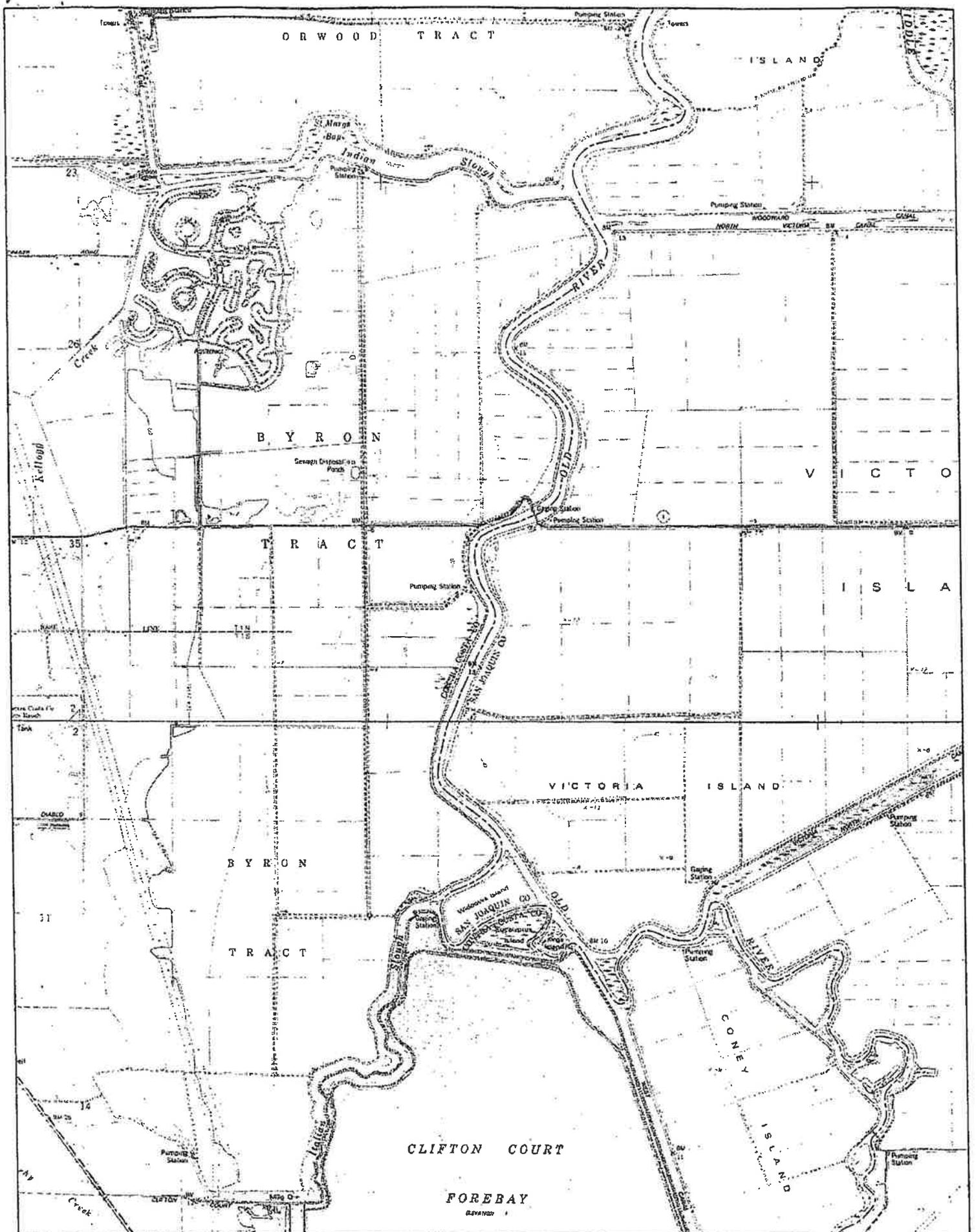
FAX No. (925) 634-2089

PERMITTEE:

DEPARTMENT OF WATER RESOURCES   
Allan T. Davis, Senior Land Agent  
1416 Ninth Street, Room 425  
Sacramento, CA 95814

Phone No. (916) 653-5712

FAX No. (916) 654-0738



B6

## Approach Slab and Asphalt Pavement Design

### Eight Mile Road Bridge across Bishop Canal (Bridge No. 29C-114)

San Joaquin County, California



The subsurface conditions at the site will be explored by drilling one boring at each approach embankment location (2 borings total) to the following depths:

- Eight Mile Road Bridge, West Approach – approximately 20 feet
- Eight Mile Road Bridge, East Approach – approximately 20 feet

The borings will be drilled using a truck-mounted drill rig equipped with continuous flight augers. During the drilling operation, penetration tests will be performed at regular intervals to evaluate the soil consistency, obtain information regarding the engineering properties of the subsoils, and to retain soil samples for laboratory testing. Thin walled Shelby Samplers will also be used to obtain relatively undisturbed soil samples at select locations. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System by a representative with our firm. Upon completion, the borings will be backfilled with bentonite hole-plug, lean cement, or a cement-bentonite grout under the observation of SJCEHD personnel.

Thank You

Hamid Parsa, P.E.

Project Engineer

**B7**

**RECLAMATION DISTRICT NO. 2042**  
**BISHOP TRACT**  
311 East Main Street, Suite 504  
Stockton, CA 95202  
(209) 943-5551

**TEMPORARY ENTRY PERMIT**

RD: RECLAMATION DISTRICT NO. 2042 – BISHOP TRACT

PERMITTEE: Kleinfelder

AFFECTED PROPERTY: Eight Mile Road Bridge at Bishop Cut

PROJECT: The Project to which this Temporary Entry Permit applies is described as follows:

Perform geotechnical boring in the Bishop Cut levee, at the east approach to the Eight Mile Road Bridge. See attached exhibit for additional details.

AGREEMENT:

Reclamation District No. 2042 – Bishop Tract, herein referred to as RD, does hereby grant to Kleinfelder, herein referred to as Permittee, permission to encroach upon the area of jurisdiction of RD as described above, with respect to the above described Project, upon the following terms and conditions, which by acceptance of this Permit, Permittee agrees to observe and perform:

1. With the execution of this Permit, the undersigned Permittee acknowledges that the Permittee has read and agrees to be bound by all of the terms and provisions of this Temporary Entry Permit. The Permittee shall indicate the acceptance of this Permit, and the terms and conditions hereof, by executing the form of acceptance on one copy of the Permit and returning it to RD. The Permit shall not become effective until RD returns one fully executed copy of this Permit to Permittee.
2. The Permittee shall use reasonable precautions to avoid damage to persons or property. RD assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors, employees or representatives of Permittee by reason of the exercise of privileges conferred herein.
3. RD shall not be liable or responsible for any injury, damage or loss sustained or claimed by the Permittee or its property or by any employees of the Permittee or their property, or by any third person or his property, from or as a result of the installation and/or maintenance of the Project while on or about the said levee, and the Permittee shall indemnify and save RD harmless from any liability therefore, including the cost of defending any action brought against RD in connection therewith.
4. Permittee shall acquire no property right in or to the levee or right of way of RD by virtue of this Permit and RD does not hereby relinquish any right or title therein.
5. Except as herein otherwise provided, all costs of maintenance, repair and/or replacement of the above described Project shall be borne by Permittee. Permittee shall, whenever instructed by RD to do so, repair or replace such Project in the manner prescribed by RD whenever RD shall reasonably determine in good faith that such repair or replacement is required in the interest of RD. Any such

repair or replacement ordered by RD, which shall not have been performed by Permittee within ten (10) days after written notice has been given by RD, may be performed by RD, at Permittee's expense and Permittee shall promptly reimburse RD therefore.

6. RD reserves the right of access to the portion of its levee and right of way for such maintenance, repairs or alterations of RD facilities or of the facilities described above as may be required for reclamation purposes. RD shall not be responsible for any damage done to surface improvements of Permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of its levee and right of way for reclamation purposes and need not replace any improvement required to be removed in the process of such maintenance, repair or alteration. Permittee shall reimburse RD for any reasonable increased cost of such access occasioned by the improvements of Permittee described herein.
7. Permittee may make no alteration or improvement of any portion of RD's levee and right of way not specifically herein permitted without the further permission of RD.
8. This Permit is revocable in whole or in part by RD on ten (10) days written notice to Permittee when such revocation is determined by Board of Directors to be necessary for RD purposes.
9. Upon the failure of Permittee to conform to any of the covenants and conditions herein specified, this Permit shall, at the option of RD, cease and terminate and RD may remove the encroachment or improvement above described together with any appurtenances thereto located within the levee and right of way of RD and Permittee shall promptly pay to RD all costs and expenses incurred in such removal.
10. The grant of this Permit shall not be deemed to include the right to use or pass over property not belonging to or under the control of RD, it being specifically understood and agreed that the Permittee shall obtain the approval of all necessary other landowners before using or entering and/or passing over private property.
11. The Permittee shall be responsible for removing all trash and debris that collects within and about the area the subject of this Permit.
12. With the execution and delivery of this Permit by Permittee to the District, the Permittee submits to the District its check in the amount of \$1,000.00, receipt of which is hereby acknowledged by the District, as a security deposit for the faithful performance of Permittee's obligation to reimburse the District for the District's reasonable out-of-pocket legal and engineering costs incurred in reviewing, preparing and processing this Permit and inspecting all work within the scope of this Permit. When the Permittee has completed the construction and installation of the Project in accordance with this Permit and has provided the District with all required drawings and documentation, and the District's legal counsel and engineer have approved the same, and there is no remaining unpaid obligations due from the Permittee to the District, then and at that time the District will return the security deposit to the Permittee. This security deposit is not intended to limit, in any way, the Permittee's financial obligation to the District or to replace the Permittee's obligation to reimburse the District for its reasonable out-of-pocket costs and expenses hereunder.

The Permittee's obligation to reimburse the District for its reasonable out-of-pocket costs and expenses in accordance with this Permit shall continue beyond the completion of the construction of Project. All of the District's costs and expenses associated with the reconstruction, repair, operation and/or maintenance of the Project and/or the enforcement of any condition or covenant of this Permit required of the Permittee to be performed, shall be paid by Permittee to the District within sixty (60)

days of the Permittee's receipt of the District's statement setting forth the same.

13. In the event that RD is required to take any action to enforce any term or obligation on the part of Permittee to be performed under this Permit, then and in such event Permittee shall reimburse RD for RD's reasonable out-of-pocket legal and engineering costs incurred in enforcing the terms and provisions of this Permit.

All of RD's reasonable costs and expenses associated with the reconstruction, repair, operation and/or maintenance of the levee resulting from the Project and/or the enforcement of any condition or covenant of this Permit required of the Permittee to be performed, shall be paid by Permittee to RD within sixty (60) days of the Permittee's receipt of RD's statement setting forth the same.

14. If and in the event that in the sole discretion of RD an emergency exists or may arise which requires that work be performed on the levee, banks, slopes or other RD facilities in the immediate area of said Project, then and in that event RD reserves the right to take such action as it deems necessary, and Permittee hereby gives to said RD, its agents, employees or contractors, the right and permission, at Permittee's cost and expense, to remove, from the levee or the vicinity of the levee, any and all equipment, materials, supplies and appurtenances owned and/or used by the Permittee in connection with the Project. If reasonably possible, RD shall give 48 hours advance notice to the Permittee to enable the Permittee to take such action as may be necessary to protect its equipment placed on RD's levee in accordance with this Permit. If RD is unable to give such notice, it shall give advance notice at the earliest time reasonably possible. An emergency means a sudden or unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property or essential public services. If made in good faith, the decision of RD as to when an emergency situation exists shall be final and RD shall have no liability or responsibility to the Permittee, its employees, agents or contractors in the exercise of the power herein reserved.

15. The Permittee shall not at any time block the crown of the levee or the access of RD over the levees of RD. All automobiles, equipment and materials used by the Permittee in connection with this Project shall be parked or placed off of the said roadway. Any temporary storage of vehicles, equipment and materials required on the levee shall be subject to the prior approval of RD. Any vehicles, equipment, materials, and/or other types of levee encroachments stored by the Permittee without the prior approval of RD shall be cause for its removal from the levee at the Permittee's expense.

16. The term of this permit is for a period commencing with the date that a fully executed copy of this Permit is received by RD and ending on October 31, 2011, subject to the provisions of section 14, above.

17. In the event that the Permittee fails to abide by any of its obligations under this Permit in a timely manner as required by this Permit, after the receipt of at least five (5) days prior written notice (except in the case of an emergency under section 14 of this Permit), then and in such event the Permittee shall reimburse RD for its out-of-pocket expenses in connection with enforcing the Permittee's obligations under the terms of this Permit, said reimbursement to include, but not be limited to, RD's reasonable legal and engineering fees and costs.

18. Any notice to be given hereunder by either party to the other shall be in writing and shall be given either by personal delivery, by overnight courier, by fax with a copy sent by U.S. Mail, or by U.S. registered or certified mail, postage prepaid, with return receipt requested. The Notice shall be addressed to the party at its address appearing following the party's signature line of this Agreement.

Either party may change its address by written notice in accordance with this paragraph. The Notice will be deemed given as of the date of actual receipt, or when delivery is refused, or when the same is returned for failure to be called or signed for by the party to whom it is addressed.

19. With all construction, reconstruction, installations, and operations and maintenance of the Project, and upon removal of the Project upon termination of the Permit, Permittee shall immediately repair and restore the work area to its pre-existing condition, which shall be done to the specifications and directions, and shall be subject to the approval, of the RD.

Such restoration or repair of the RD's levee shall be performed immediately after the Permittee's operation has been completed and any repair/restoration expenses thereof shall be at the Permittee's expense.

In the event the RD's Engineer deems the safety of the RD's levee is being jeopardized, he may order all or any portion of the work stopped, in which case Permittee agrees to comply with the order.

20. Time is of the essence in this agreement.

ACCEPTANCE BY PERMITTEE

PERMITTEE HEREBY ACCEPTS THE ABOVE PERMIT AND AGREES TO COMPLY WITH ALL OF THE REQUIREMENTS THEREOF. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE FROM OBTAINING ANY AND ALL OTHER APPROPRIATE PERMITS REQUIRED BY OTHER PUBLIC AGENCIES PRIOR TO COMMENCING THE PROJECT.

Dated: \_\_\_\_\_, 2011.

By \_\_\_\_\_  
Name/Title:

Permittee's Address, Telephone and Fax Numbers:

Kleinfelder  
2001 Arch Airport Road, Suite 100  
Stockton, CA 95219  
Telephone: (209) 948-1345  
Fax: (209) 234-4700

APPROVED BY RD

Date: \_\_\_\_\_, 2011.

RECLAMATION DISTRICT NO. 2042 –  
BISHOP TRACT

By \_\_\_\_\_  
Marc Hardy, Chairman of the Board of  
Trustees

Address, Telephone and Fax Numbers:  
311 East Main Street, Suite 504  
Stockton, CA 95202  
Telephone: (209) 943-5551  
Fax: (209) 943-0251

# ITEM 4

**RECLAMATION DISTRICT 2119**  
**Bills Submitted on August 2024 for Approval of Payment**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	DATE PAID	RATIFICATION
Kjeldsen, Sinnock & Neudeck	8/16/2024	38263	\$1,206.50		2370			
				<b>\$1,206.50</b>				
Neumiller & Beardslee	8/23/2024	349895	\$4,779.74		2371			
				<b>\$4,779.74</b>				
R-First Bookkeeping	8/1/2024	3115	\$100.68		2372			
				<b>\$100.68</b>				
Holt of California	8/14/2024	PS001175916	\$433.29		2373			
	8/17/2024	PS001176360	\$164.11					
				<b>\$597.40</b>				
Wilbur-Ellis	7/19/2024	16667125	\$1,725.89		2374			
				<b>\$1,725.89</b>				
Reclamation District 2119	8/26/2024		\$ 40,000.00		2375			
Transfer to Checking Account				<b>\$40,000.00</b>				
Schwartz, Giannini, Lantsberger & Adamson	1/31/2024	INV100180	137.56		2376			
				<b>\$137.56</b>				
Pacific Gas & Electric (6535465193-0)	7/18/2024	Brookside	\$6,852.51			2749		
				<b>\$6,852.51</b>				
Pacific Gas & Electric (6618798521-4)	7/23/2024	1W 5th St.	\$11,277.48			2750		
				<b>\$11,277.48</b>				
Pacific Gas & Electric (3327132065-8)	7/23/2024	NS Ladds	\$6,732.97			2751		
				<b>\$6,732.97</b>				

Jose R. Villagomez (Payroll)	8/1/2024		\$2,334.44			2752		
				\$2,334.44				
			Checking Total	\$27,197.40				
			Warrant Total	\$48,547.77				
<b>NOTES:</b>			<b>Total Bills to be Paid</b>	<b>\$75,745.17</b>				
Bank Account Balance as of 8/26/24		\$15,890.11						
County Fund Balance as of 8/27/2024		\$621,916.50						
Less Submitted Bills/Warrants for Payment:		\$75,745.17						
<b>Total:</b>		<b>\$546,171.33</b>						

**RECLAMATION DISTRICT 2119**  
**Bills Submitted on September 12, 2024 for Approval of Payment**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	DATE PAID	RATIFICATION
Holt of California	8/27/2024	PS001177233	\$548.64		2377			
	9/4/2024	SW000190670	\$1,351.65					
				<b>\$1,900.29</b>				
R&S Erection Tri-County, Inc.	5/31/2024	133013	\$352.50		2378			
	6/11/2024	133223	\$375.00					
				<b>\$727.50</b>				
Reclamation District 2119			\$ 40,000.00		2379			
Transfer to Checking Account				<b>\$40,000.00</b>				
Pacific Gas & Electric (6535465193-0)	8/19/2024	Brookside	\$9,289.71			2753	9/4/2024	x
				<b>\$9,289.71</b>				
Pacific Gas & Electric (6618798521-4)	8/22/2024	1W 5th St.	\$9,798.35			2754	9/4/2024	x
				<b>\$9,798.35</b>				
Pacific Gas & Electric (3327132065-8)	8/22/2024	NS Ladds	\$6,673.17			2755	9/4/2024	x
				\$6,673.17				
Federal Payroll Taxes (August 2024)	9/11/2024	Q3/2024	\$916.60				9/11/2024	x
(Submitted by R-First Bookkeeping)				\$916.60				
State Payroll Taxes (August 2024)	9/11/2024		\$273.76				9/11/2024	x
(Submitted by R-First Bookkeeping)				<b>\$273.76</b>				
			Checking Total	<b>\$26,951.59</b>				
			Warrant Total	<b>\$42,627.79</b>				
<b>NOTES:</b>		<b>Total Bills to be Paid</b>		<b>\$69,579.38</b>				
Bank Account Balance as of 9/12/24		\$28,938.52						
County Fund Balance as of 9/12/2024		\$573,369.41						
Less Submitted Bills/Warrants for Payment:		\$69,579.38						
<b>Total:</b>		<b>\$503,790.03</b>						