

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**
455 Golden Gate Avenue
San Francisco, California 94102-3688

Report

TO: Members of the Judicial Council

FROM: Kim Davis, Director, Administrative Office of the Courts, Office of Court Construction and Management,
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DATE: May 22, 2007

SUBJECT: Site Acquisition Approval for Plumas/Sierra Counties—New Portola/Loyalton Courthouse (Action Required)

Issue Statement

The Administrative Office of the Courts (AOC) has progressed toward accomplishing various aspects of the program for improving court facilities. This includes planning and budgeting for specific new courthouse projects requiring land acquisition for which funding has been approved, specifically, the Plumas/Sierra Counties—New Portola/Loyalton Courthouse. In accordance with subdivisions (a) and (b)(5) of rule 10.15 of the California Rules of Court, on April 20, 2006, the Interim Court Facilities Panel (Interim Panel) directed AOC staff to proceed with the site selection process for the Plumas/Sierra Counties New Portola/Loyalton Courthouse with a recommendation to the council to purchase a single property, and the Judicial Council approved this recommendation at its meeting on June 30, 2006. Based on this, AOC staff has subsequently negotiated terms of the Real Property Acquisition Agreement with Woodbridge at Portola, Inc. for a single site for the new courthouse in Portola, as authorized and recommended.

Recommendation

Staff of the Administrative Office of the Courts (AOC) recommends that the Judicial Council, at its meeting on June 29, 2007, take the following actions:

1. Direct AOC staff to proceed with the acquisition of land for the Plumas/Sierra Counties—New Portola/Loyalton Courthouse and approve the attached Real Property Acquisition Agreement (exhibit 1), between the Woodbridge at Portola, Inc. and the State of California acting through the Judicial Council of California, Administrative Office of the Courts.

2. Approve the attached the resolution (exhibit 4) adopting a Mitigated Negative Declaration program in accordance with the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000–21177) for the project at the Woodbridge at Portola site.
3. Authorize the Administrative Director of the Courts, or his designee, to approve and execute the agreement for property acquisition and related documents for the acquisition of the New Portola/Loyalton Courthouse.

Rationale for Recommendation

The Plumas/Sierra Counties—New Portola/Loyalton Courthouse project was ranked project number 1 in the Judicial Council’s June 2005 Prioritized List of Trial Court Capital Projects. This unique project supports the operations of two separate superior courts in a single facility in an underserved part of the state. Both superior courts have been ardently involved in developing an operational plan to co-locate services within the Sierra Valley area and identifying a site for development that can best meet the needs of the court. As currently funded for fiscal year 2006–2007, the proposed project will replace the existing, deficient part-time courthouse in Portola, Plumas County, and the existing leased court service center in Loyalton, Sierra County, with a new jury-capable, one-courtroom courthouse. The proposed shared or cross-jurisdictional court facility may serve as a model for other trial courts with similar needs. Existing judicial officers and staff from each jurisdiction will coordinate for full-time occupancy and use of the facility. The operating budgets for the former two locations will be pledged by the two courts to offset the cost of operating the single, new courthouse. The new courthouse will support a civil caseload in both counties—including miscellaneous civil, traffic, and small claims cases and matters of all types involving self-represented litigants—in a location that is equally accessible to the local residents in both jurisdictions.

The building, when completed, will provide a 6,500-square-foot courthouse with one courtroom and necessary support space for staff. It will also provide year-long court services to residents of sparsely populated northeastern Sierra County, where only part-time branch court services have been available historically and for whom the only full-time courtroom is located in Downieville and not accessible in the winter months. The acquisition of the property will facilitate prompt completion of the project, limiting escalation of current construction costs to the state, minimizing ongoing leasing costs to the superior court, and improving the access to justice to the residents of Plumas and Sierra Counties through a secure and consolidated court service facility.

Background

Funding for land acquisition, preliminary design, working drawings, and construction was approved in California State Budget Act FY 2006–2007. Appropriation and use of the total project cost, estimated at \$6.024 million, is contingent on acquisition of the building site and the successful transfer of responsibility of the existing Portola Court facility the latter of which was successfully completed in April 2006.

In regard to planning and design of the renovation project, a project advisory group including members of the bench and court administration of both courts, AOC staff, and county staff, was convened under rule 10.184(d) of the California Rules of Court to guide the development of the scope and cost of the New Portola/Loyalton Courthouse project. The project advisory group has been involved in all aspects of the project's development, including selection of an architectural consultant, study of the project scope, and development of requirements. The primary criteria for the site location of the New Portola/Loyalton Courthouse project included reasonable proximity along Route 70 to the centers of population in southeastern Plumas County, in and around the city of Portola; and in northeastern Sierra County, east of the Yuba Pass, in and around the Sierra Valley and the town of Loyalton. The criteria for the building organization and design included: optimal courtroom layout for multiple (non-criminal) case types; courtroom support space and related functions to support consolidated miscellaneous civil, traffic, small claims, and other case services in Portola and Loyalton Courts; and facilities that will support both courts' long-term needs.

Under section 70374(b) of the Trial Court Facilities Act of 2002 (Sen. Bill 1732), the acquisition and construction of court facilities are subject to the Property Acquisition Law. Under that law, Government Code section 15850 et seq., all proposed acquisitions are brought to the State Public Works Board (SPWB) for site acquisition by negotiation. Consistent with that requirement and following approval of the site acquisition by the Judicial Council, the acquisition of the New Portola/Loyalton Courthouse will be submitted to the SPWB for consideration of approval at its meeting on August 10, 2007.

Rationale for recommendation 1: Approval of Real Property Acquisition Agreement

The Woodbridge at Portola is a future development within the town of Portola. When fully constructed, it will include new government, commercial, and residential buildings, and developed open space. Road improvements and utilities are currently available to the property; therefore, this project is not dependent on the start of the Woodbridge at Portola development. Upon consideration of the criteria for the location of the new courthouse, AOC staff determined, following competitive procurement at market, that currently no other properties are available that meet the defined site requirements and are offered at a \$1 cost to the state. The two-acre site in the Woodbridge development satisfies the financial and operational attributes established in the project study: to provide a cost-effective, modern, safe, and accessible shared court service by the Superior Courts of Plumas and Sierra Counties to the local residents in those rural jurisdictions. The site is currently available at cost to the state of \$1. The Real Property Acquisition Agreement describes the terms by which Woodbridge at Portola, Inc., will sell, convey, and deliver the property to the Judicial Council of California, acting through the Administrative Office of the Courts, along with incremental infrastructure and improvements provided in the surrounding development project.

Rationale for recommendation 2: Adoption of California Environmental Quality Act document

In accordance with the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000–21177) and section 15063 of title 14 of the California Code of Regulations, the Judicial Council of California is acting as the CEQA lead agency and must prepare a study to determine whether the proposed project will significantly affect the environment. The AOC prepared a Draft Initial Study and a Mitigated Negative Declaration (CEQA document) for the project located at the Portola site, filed the CEQA document with the State Clearinghouse on April 20, 2007, and released the CEQA document for public comments. After receiving public comments, the AOC prepared a final CEQA document (exhibit 5) and a related Mitigation Monitoring Program (exhibit 6). The initial study determined that the project with its adopted mitigation measures will not significantly affect the environment. As the lead agency, the Judicial Council of California is required to review the Final Initial Study and adopt the Mitigated Negative Declaration.

Rationale for recommendation 3: Delegation of authority to execute Real Property Acquisition Agreement and related documents

The Real Property Acquisition Agreement and related documents have been prepared under the supervision of the AOC Office of the General Counsel (OGC). The final documents are expected to be completed by June 19, 2007, not in time to achieve the notice requirements for the Judicial Council business meeting on June 29, 2007, however, that date does satisfy the requirements of the SPWB for acquisition review prior to its meeting on August 10, 2007. Approval of the Real Property Acquisition Agreement and related documents by the Administrative Director of the Courts, or his designee, would occur in collaboration with OGC. This procedure would be consistent with the duties and responsibilities of the Administrative Director of the Courts.

Alternative Actions Considered

One alternate approach to the Real Property Acquisition Agreement would be to continue Plumas and Sierra Court operations as is. In this alternative, the initial project costs to the state would have been greatly reduced. However, continued part-time operation of a storefront courtroom in Portola by the Superior Court of Plumas County and continued part-time operation of the Branch Court Service Center in Loyalton, without a courtroom, will not improve service to the public in a currently underserved area. This alternative would also prevent the introduction of an innovative approach to provide cross-jurisdictional use of facilities and would delay the opportunity to provide a model for shared use services to the public and other courts. Delayed implementation of the project will result in increased in construction costs because of rapidly rising construction costs, based on market data, of approximately 10 percent per year.

Comments From Interested Parties

In accordance with CEQA, the Draft Initial Study and Negative Declaration were available to the public for a period of more than 30 days from April 20, 2007 through May 22, 2007. The public comments and the AOC's corresponding responses to the comments are in exhibit 7.

Implementation Requirements and Costs

The noted alternative actions are not recommended because of associated delays in the schedule of completion and, thus, higher construction and related project costs for the state. The alternatives would increase the total project budget because of escalations over time and increased capital-outlay costs.

Exhibits

- Exhibit 1: Real Property Acquisition Agreement (draft dated)
- Exhibit 2: Parcel Map/Survey
- Exhibit 3: Project Site Plan
- Exhibit 4: Resolution Authorizing Adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program
- Exhibit 5: Final Initial Study and Mitigated Negative Declaration (electronic copy)
- Exhibit 6: Mitigation Monitoring Program
- Exhibit 7: Public Comments and Responses to Comments
- Exhibit 8: County Map



Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue, San Francisco, CA 94102-3688

Project: Plumas/Sierra Cross-Jurisdictional Superior Court
Location: City of Portola, County of Plumas, State of California
Assessor Parcel No.: Portion of 126-050-039, 126-050-040 and 126-050-043
Title Order No.: _____

REAL PROPERTY ACQUISITION AGREEMENT

This **Real Property Acquisition Agreement** ("**Agreement**") is entered into by the undersigned parties as of _____, 2007 (the "**Effective Date**"), and in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the undersigned parties agree to the following terms and conditions:

1. PARTIES.

1.1. **Seller.** The "**Seller**" hereunder is Woodbridge at Portola, a California corporation.

1.2. **Buyer.** The "**Buyer**" hereunder is **THE STATE OF CALIFORNIA** acting through **THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS.**

2. COMPOSITION OF AGREEMENT; DEFINED TERMS.

2.1. **Composition of Agreement.** This Agreement is comprised of, and includes, all of the following exhibits and/or addenda, each of which is incorporated into and forms a part of this Agreement for all purposes:

- Exhibit A— Legal Description of Parcel**
- Exhibit B — Map of Land**
- Exhibit C— Form of Grant Deed and Certificate of Acceptance**

2.2. **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them herein. For ease of reference, the Glossary attached to this Agreement lists the capitalized terms and refers to the applicable section of this Agreement in which each capitalized term is first defined.

3. DESCRIPTION OF PROPERTY; STATE PROJECT.

3.1. **Description of Real Property.** Seller agrees to sell, convey, and deliver to Buyer, and Buyer agrees to acquire and accept from Seller, all of Seller's right, title, and interest in and to that certain land of approximately two acres situated in the City of Portola, County of Plumas, State of California (the "**Land**"), as more particularly depicted in **Exhibit A** ("**Map of Land**") along with any improvements affixed to the Land which have not been removed pursuant to the terms hereof ("**Improvements**"), and all privileges, entitlements, easements, and appurtenances pertaining to the Land and the Improvements ("**Appurtenances**"). The Land, Improvements, and Appurtenances are referred to herein collectively as the "**Real Property**", subject to the terms and conditions set forth in this Agreement. The Land is currently a part of a larger parcel ("**Parcel**") which is identified in **Exhibit B** ("**Legal Description of Parcel**"). Prior to the Closing Date, the Seller and the Buyer will work together to prepare a new legal description for the Land, as permitted by California Government Code Section 66428, having boundaries approximately consistent with those depicted on **Exhibit A** to this Agreement.

3.2. Description of State Project. Buyer is acquiring the Real Property with the intention of designing and constructing certain court facilities and related improvements thereon, including a building with an area of approximately 6,500 gross square feet ("**State Project**"), for use by the Superior Court of California, County of Plumas and the Superior Court of California, County of Sierra (collectively "**Court**") for judicial, court, administrative, office, and related purposes.

4. PURCHASE PRICE.

The "**Purchase Price**" of the Real Property is **ONE AND NO/100 DOLLAR (\$1.00)**. The parties acknowledge that the Purchase Price and the other mutual covenants and agreements contained herein are adequate and sufficient consideration in support of this Agreement.

5. CLOSING DATE.

Subject to the terms and conditions set forth herein, the Parties shall consummate the Close of Escrow by no later than September 30, 2007 ("**Closing Date**"). The Closing Date may be extended, at Buyer's option by written notice to Seller, for a reasonable period of time if required to allow satisfaction of all necessary conditions and contingencies, such period not to exceed nine months, subject to Buyer's further rights to terminate this Agreement upon the expiration of the period of any such extension if all such conditions have not then been satisfied.

6. BUYER CONTINGENCIES.

Buyer shall not be obligated to consummate the Close of Escrow unless and until each and all of the obligations, conditions precedent, and contingencies set forth in Sections 6.1 through 6.9 (each a "**Buyer Contingency**," and collectively "**Buyer Contingencies**") are performed and satisfied within the applicable time periods specified herein. The Buyer Contingencies are for the sole benefit of Buyer and may only be waived or deemed satisfied in writing at Buyer's election and in Buyer's sole and absolute discretion.

6.1. Due Diligence Inspections.

6.1.1. Preliminary Title Report. Within fifteen (15) days of the Effective Date, Chicago Title Company ("**Title Company**") shall deliver to Buyer a preliminary title report for the Real Property ("**Title Report**") issued by Title Company which is located at 700 South Flower Street, Los Angeles, CA, Attention: Emma Jaramillo, Phone: (213) 488-4383, Fax: (213) 629-3828 E-mail: emma.jaramillo@ctt, with copies of all underlying recorded instruments of record shown as exceptions and described on the Title Report along with plotted easements ("**Exception Documents**").

6.1.2. ALTA/ACSM Survey. As soon as reasonably practicable following the Effective Date, Buyer shall have the right to obtain, at its sole cost and expense, a certified survey of the Real Property ("**Survey**") prepared by a licensed land surveyor in accordance with the 1999 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, as adopted by the American Land Title Association, American Congress on Surveying and Mapping, and the National Society of Professional Surveyors. It is the Parties intent that this Survey be utilized in determining the new legal description for the Land.

6.1.3. Other Due Diligence Inspections. As soon as reasonably practicable following the Effective Date, Buyer shall have the right, at its sole cost and expense, to conduct any and all other investigations, inspections, and examinations relating to the condition of the Real Property and the suitability of the Real Property for Buyer's purposes, including but not limited to, assessment of environmental, soil, seismic, surface, and subsurface conditions for the presence of Hazardous Substances (as defined below); and performing architectural, engineering, development, and/or economic feasibility studies (collectively, "**Other Due Diligence Inspections**"). Buyer shall conduct such Other Due Diligence Inspections in such manner as to minimize any interference with the Seller's current uses and occupancies of the Real Property.

6.1.4. Access to Real Property and Records. To facilitate Buyer's due diligence inspections of the Real Property, Seller shall cooperate in good faith to provide Buyer and its agents, representatives, and consultants with reasonable access to the Real Property, and to any records pertaining to the Real Property in Seller's possession or control. Buyer shall endeavor to notify Seller at least twenty-four (24) hours prior to entry upon the Real Property by Buyer or its agents, representatives, or consultants, or request for access to Seller's records.

6.1.5. Disapproved Conditions. Following Buyer's receipt and review of the Title Report, all of the Exception Documents, and the Survey, and Buyer's satisfactory completion of all Other Due Diligence Inspections, Buyer shall have the right, but not the obligation, to deliver a written notice to Seller ("**Buyer's Inspection Notice**") identifying Buyer's disapproval of (i) any title conditions reflected in the Title Report and/or Exception Documents; (ii) any title conditions or other matters shown on the Survey; and (iii) any other conditions or matters arising from the Other Due Diligence Inspections (collectively, "**Disapproved Conditions**").

6.1.6. Seller's Cure Notice. By no later than 5:00 p.m. of the twentieth (20th) business day following Seller's receipt of Buyer's Inspection Notice, Seller shall deliver a written notice to Buyer ("**Seller's Cure Notice**"), identifying Seller's proposed cure, if any, of any of the Disapproved Conditions.

6.1.7. Due Diligence Deadline. By no later than 5:00 p.m. of the twentieth (20th) business day following Buyer's receipt of Seller's Cure Notice ("**Due Diligence Deadline**") Buyer shall have the right, but not the obligation, to deliver to Seller a written notice approving and/or waiving Buyer's Contingency under this Section 6.1 ("**Due Diligence Contingency Notice**"). Prior to the expiration of the Due Diligence Deadline, Buyer and Seller shall cooperate in good faith to resolve any issues or disagreements relating to the Disapproved Conditions. If Buyer does not deliver the Due Diligence Contingency Notice on or prior to the Due Diligence Deadline, Buyer shall be deemed to have disapproved of the condition of the Real Property, and Buyer shall have the right to terminate this Agreement pursuant to Section 8.2.

6.2. Owner's Policy. By no later than three (3) days prior to the Closing Date, Title Company shall be irrevocably and unconditionally committed to issue an ALTA Owner's Policy of Title Insurance – Extended Coverage ("**Owner's Policy**"), with liability coverage in the amount of the appraised value of the Real Property, and showing fee title to the Real Property vested in Buyer, free and clear of all liens and encumbrances, except for (i) any exceptions shown on the Title Report which Buyer has not specifically disapproved; and (ii) any Disapproved Conditions shown on the Title Report which Seller has expressly agreed to cure to the satisfaction of Buyer by a method other than removal (collectively, "**Permitted Exceptions**").

6.3. Accuracy of Representations and Warranties. As of the Close of Escrow, all of Seller's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

6.4. No Breach or Event of Default. As of the Close of Escrow, no uncured Event of Default by Seller, nor any Breach by Seller which could become an Event of Default with the passage of time, shall exist.

6.5. Seller Deliveries. By no later than five (5) business days prior to the Closing Date, or sooner if otherwise expressly required elsewhere in this Agreement, Seller shall deliver, or cause to be delivered, to Escrow Holder the following ("**Seller Deliveries**"):

6.5.1. One (1) original of the Grant Deed, substantially in the same form as Exhibit C, duly executed by Seller and notarized;

6.5.2. One (1) copy of Seller's resolution evidencing Seller's authorization to enter into, deliver, and perform under all of the documents and instruments necessary to effect the sale of the Real Property to Buyer in accordance with the terms of this Agreement; and

6.5.3. Any other documents, instruments, or items reasonably requested and deemed necessary by Escrow Holder to consummate the Close of Escrow in accordance with the terms of this Agreement.

6.6. SPWB Approval and Acceptance. The State Public Works Board ("**SPWB**") shall have (i) authorized Buyer's acquisition of the Real Property pursuant to the terms of this Agreement and the Real Property

Acquisition Law set forth in Government Code sections 15850 to 15866; and (ii) executed and notarized the Certificate of Acceptance attached to the Grant Deed, or in such form and content as then required by applicable law.

6.7. Expiration of CEQA Statute of Limitation. With respect to the State Project, prior to approval of the SPWB for acquisition authorization, the statute of limitation period under the California Environmental Quality Act, as set forth at California Public Resources Code section 21000, et seq. ("**CEQA**"), shall have expired.

6.8. Legal Description for the Land. The parties shall have agreed to a legal description for the Land in accordance with Sections 3.1 and 6.1.2 of this Agreement. When the parties have agreed in writing to a new legal description for the Land, the parties shall transmit their joint written consent for the new legal description for the Land, along with the new legal description for the Land, to the Title Company. Within fifteen (15) days of Title Company's receipt of the new legal description for the Land, Title Company shall deliver an updated Title Report to the Buyer which reflects the new legal description for the Land ("**Updated Title Report**"), along with Exception Documents applicable to the Updated Title Report (including plotted easements), and the provisions of Sections 6.1.5 and 6.1.6, including, without limitation, the time periods contained therein, shall apply to the Updated Title Report.

6.9. Buyer Contingencies Notice. By no later than three (3) days prior to the Closing Date, Buyer shall have delivered to Seller and Escrow Holder a written notice approving and/or waiving all of the Buyer Contingencies other than the Buyer Contingencies set forth in Section 6.1, which shall be governed by the terms thereof ("**Buyer Contingencies Notice**").

7. SELLER CONTINGENCIES.

Seller shall not be obligated to consummate the Close of Escrow unless and until each and all of the obligations, conditions precedent, and contingencies set forth in Sections 7.1 through 7.5 (each a "**Seller Contingency**," and collectively "**Seller Contingencies**") are performed within the time periods specified herein. The Seller Contingencies are for the sole benefit of Seller and may only be waived or deemed satisfied in writing at Seller's election and in Seller's sole and absolute discretion.

7.1. Due Diligence Contingency Notice. Buyer shall have timely delivered to Seller and Escrow Holder the Due Diligence Contingency Notice in accordance with Section 6.1.7 above.

7.2. Buyer Contingencies Notice. Buyer shall have timely delivered to Seller and Escrow Holder the Buyer Contingencies Notice in accordance with Section 6.10 above.

7.3. Accuracy of Representations and Warranties. As of the Close of Escrow, all of Buyer's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by Seller in a separate certificate at the Close of Escrow.

7.4. No Breach or Event of Default. As of the Close of Escrow, no uncured Event of Default by Buyer, nor any Breach by Buyer which could become an Event of Default with the passage of time, shall exist.

7.5. Buyer Deliveries. At least three (3) business days prior to the Closing Date, Buyer shall have delivered to Escrow Holder the Purchase Price, along with all other documents, instruments, or items reasonably requested and deemed necessary by Escrow Holder to consummate the Close of Escrow in accordance with the terms of this Agreement ("**Buyer Deliveries**").

8. EVENT OF DEFAULT; TERMINATION; REMEDIES.

8.1. Termination for Event of Default. If Buyer or Seller breaches, defaults, or fails to perform any obligation, covenant, condition precedent, or contingency to be observed or performed by such party, including the failure or unsatisfactory completion of any Buyer Contingency, or Seller Contingency, as applicable (except for any of the Buyer Contingencies in Sections 6.1, 6.2, 6.6, 6.7, 6.8, and 6.9) ("**Breach**"), the party who is claiming that a Breach has occurred ("**Non-Defaulting Party**") shall provide written notice (the "**Default Notice**") to the

other party ("**Defaulting Party**") identifying the Breach and a description of the facts and circumstances relating to such Breach. Upon receipt of the Default Notice, the Defaulting Party shall have ten (10) days, or less if the breach or default occurs within ten (10) days of the Closing Date, to cure the Breach described in the Default Notice and to provide evidence of such cure to the Non-Defaulting Party. If the Defaulting Party does not provide evidence of the cure to the Non-Defaulting Party within the ten (10) day, or shorter, time period, as applicable, then the Defaulting Party shall be deemed to have committed an "**Event of Default**" hereunder, and the Non-Defaulting Party shall have the right, but not the obligation, to terminate this Agreement and cancel Escrow pursuant to the terms hereof. Upon the occurrence of an Event of Default, and provided that the Non-Defaulting Party has not also committed an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to terminate this Agreement and cancel the Escrow by delivering written notice of termination and cancellation instructions to the Defaulting Party and Escrow Holder. If the Non-Defaulting Party exercises such right, this Agreement shall terminate, the Escrow shall be cancelled, and the Non-Defaulting Party shall have the right to pursue any and all remedies available at law or in equity.

8.2. No-Fault Termination. If (i) any of the Buyer Contingencies set forth in Sections 6.1, 6.2, 6.6, 6.7, 6.8, and 6.9 are not satisfied within the time periods set forth therein; or (ii) Buyer elects to terminate this Agreement pursuant to Sections 12 or 13, as applicable, Buyer's sole remedy shall be to terminate this Agreement and cancel the Escrow by delivering written notice of termination and cancellation instructions to Seller and Escrow Holder. In the event of such termination and cancellation by Buyer, this Agreement shall terminate, the Escrow shall be cancelled, and the parties hereto shall have no further rights, obligations, or liabilities hereunder, except for any obligations that expressly survive such termination and cancellation pursuant to the terms herein.

8.3. Payment of Costs Upon Termination. Upon termination of this Agreement and cancellation of Escrow pursuant to Section 8.1, the Defaulting Party shall pay any and all of Escrow Holder's cancellation fees and costs. Upon termination of this Agreement and cancellation of Escrow pursuant to Section 8.2, Buyer and Seller shall equally share Escrow Holder's cancellation fees and costs. The obligations of the parties under this Section 8.3 shall survive the termination of this Agreement and cancellation of Escrow.

8.4. Return of Sums and Documents. Upon termination of this Agreement and cancellation of Escrow pursuant to the terms hereof, Escrow Holder shall return all sums and/or documents deposited in Escrow to the parties who respectively deposited the same. The parties shall reasonably cooperate to execute any additional cancellation instructions required of Escrow Holder to effect the cancellation of Escrow pursuant to this Section 8.

8.5. Rights and Remedies Cumulative. The rights and remedies of the parties in connection with this Agreement are cumulative, and the exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at a different time, of any other rights or remedies for the same Event of Default or other Event of Default. In addition to the rights and remedies specified herein, the parties shall have the right to pursue any and all other rights or remedies available at law or in equity, including, but not limited to, specific performance, declaratory relief, and/or damages.

9. ESCROW; CLOSING COSTS; TAXES.

9.1. Opening of Escrow. As soon as reasonably practicable following the full execution of this Agreement and SPWB site acquisition approval, the parties shall cooperate in good faith to open escrow for the transaction contemplated hereunder ("**Escrow**") by depositing with Chicago Title Company, 700 South Flower Street, Los Angeles, CA, Attention: Emma Jaramillo, Phone: (213) 488-4383, Fax: (213) 629-3828 E-mail: emma.jaramillo@ctt.com ("**Escrow Holder**"), a copy of this Agreement fully executed by the parties. This Agreement shall constitute joint instructions to Escrow Holder; provided, however, that Buyer and Seller shall execute such additional escrow instructions as may be reasonably requested by Escrow Holder so long as such additional instructions do not conflict with this Agreement. Escrow shall not be deemed "opened" until Escrow Holder confirms receipt of a fully executed copy of this Agreement. Any funds deposited by Buyer into Escrow shall be placed in an interest-bearing escrow account with all interest accruing to the benefit of Buyer from the date of deposit until the date of disbursement.

9.2. Close of Escrow. Provided that all of the Buyer Contingencies and Seller Contingencies have been satisfied and/or waived by the respective parties, the parties shall proceed to "close" Escrow as follows ("**Close of Escrow**"):

9.2.1. Seller's Authorization. Seller shall authorize and instruct Escrow Holder to cause the Grant Deed, substantially in the same form as Exhibit C, to be recorded in the Official Records of Plumas County, California, subject to any instructions and conditions of Seller which do not conflict with the terms of this Agreement.

9.2.2. Buyer's Authorization. Buyer shall authorize and instruct Escrow Holder to release the Purchase Price to Seller subject to any instructions and conditions of Buyer which do not conflict with the terms of this Agreement.

9.2.3. Disbursement and Recordation. The Close of Escrow shall not be deemed consummated or "closed" unless and until the following have occurred:

9.2.3.1. Owner's Policy. Escrow Holder has confirmed that Title Company is irrevocably and unconditionally committed to issue the Owner's Policy, with liability coverage in the amount of the appraised value of the Real Property, and showing fee title to the Real Property vested in Buyer, free and clear of all liens and encumbrances, except for the Permitted Exceptions;

9.2.3.2. Recordation of Grant Deed. Escrow Holder has confirmed that Seller's conditions to the recordation of the Grant Deed have been satisfied, and that the Grant Deed has been recorded in the Official Records of Plumas County, California; and

9.2.3.3. Disbursement of Purchase Price. Escrow Holder has confirmed that Buyer's conditions to the disbursement of the Purchase Price have been satisfied, and that the Purchase Price, less Seller's share of Closing Costs, has been disbursed to, and received by, Seller in accordance with Seller's instructions.

9.3. Closing Costs. At the Close of Escrow, the costs and fees associated therewith ("**Closing Costs**") shall be allocated as follows: (i) Seller and Buyer shall each pay one-half ($\frac{1}{2}$) of Escrow Holder's charges and fees; (ii) Seller shall pay the premium for the CLTA coverage portion of the Owner's Policy and any title endorsements approved by Seller to cure any Disapproved Exceptions; and (iii) Buyer shall pay the additional cost of the premium for the ALTA – Extended Coverage portion of the Owner's Policy in excess of the CLTA coverage premium paid by Seller. The parties acknowledge that Buyer, as a governmental entity, is exempt from the payment of documentary transfer taxes and recording fees. Notwithstanding the foregoing, in accordance with the standard practice and policy of the State of California, Buyer shall not be obligated to pay for Buyer's share of the Closing Costs unless and until Buyer receives an acceptable Owner's Policy issued to Buyer, along with an invoice itemizing Buyer's share of Closing Costs.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

10.1. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, all of which shall be true and accurate as of the execution of this Agreement and as of the Close of Escrow:

10.1.1. Seller is the sole owner of fee simple title to the Real Property, and Seller's conveyance and delivery of fee simple title to Buyer at the Close of Escrow shall be free of any and all liens or encumbrances, except for the Permitted Exceptions.

10.1.2. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

10.1.3. Seller's execution, delivery, or performance of this Agreement (including any related documents to be executed and delivered by Seller at the Close of Escrow):

10.1.3.1. Is duly authorized and approved such that this Agreement and related documents will constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally);

10.1.3.2. Does not and will not violate any provisions of any agreement which is binding upon Seller or any of Seller's assets;

10.1.3.3. Does not require any authorization, consent, approval, or other action of or filing or registration with any other governmental agency, except as expressly provided herein; and

10.1.3.4. Is not prohibited by any law, ordinance, or regulation.

10.1.4. To the best of Seller's knowledge:

10.1.4.1. There are no suits, actions, arbitrations, attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganizations, or other legal proceedings or inquiries pending or threatened against the Real Property or Seller which could adversely affect the value of the Real Property, Seller's interest therein, Seller's ability to perform its obligations hereunder, or otherwise impose any liability upon any owner of the Real Property;

10.1.4.2. There are no uncorrected violations of any statutes, ordinances, regulations, or administrative or judicial orders or holdings which could adversely affect the Real Property, nor has Seller received any written notice of said violations from any governmental or quasi-governmental authority;

10.1.4.3. No Hazardous Substances are present in, on, or under the Real Property in violation of any Environmental Laws; and

10.1.4.4. Except for any matters of record, there are no other leases, rental agreements, or maintenance agreements with respect to the Real Property.

10.1.5. Seller has not received any written notice of any pending widening, modification, or realignment of any street or highway contiguous to the Real Property or any existing or proposed eminent domain proceeding that would result in a taking of all or any part of the Real Property.

10.1.6. Seller has not granted any preemptive or reversionary rights with respect to the Real Property, nor has Seller entered into any other agreements for the sale, lease, use, or occupancy of any portion of the Real Property by any third parties, which would otherwise impose an obligation upon Buyer or affect the marketability of title to the Real Property.

10.1.7. There are no encroachments of any improvements onto the Real Property, nor do any of the improvements on the Real Property encroach onto any neighboring land owned by a third party.

10.1.8. There are no actual or pending public improvements on the Real Property which would or could result in the imposition of any liens thereon, including, but not limited to, any public assessments or mechanics' liens.

10.1.9. Seller has neither engaged nor owes a commission to any broker or finder in connection with the sale contemplated by this Agreement.

10.1.10. No representation, warranty, or statement of Seller in this Agreement, or in any document, certificate, or schedule furnished or to be furnished to Buyer pursuant to this Agreement, contains any untrue statement of a material fact, or omits to state any material fact needed to ensure the accuracy of the representations, warranties, or statements contained therein.

10.2. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, all of which shall be true and accurate as of the execution of this Agreement and as of the Close of Escrow:

10.2.1. The Administrative Office of the Courts is the staff agency to the Judicial Council of California, an entity established by the Constitution of the State, validly existing under the laws of the State.

10.2.2. Buyer's execution, delivery, or performance of this Agreement (including any related documents to be executed and delivered by Buyer at the Close of Escrow):

10.2.2.1. Is duly authorized and approved such that this Agreement and related documents will constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally);

10.2.2.2. Does not and will not violate any provisions of any agreement which is binding upon Buyer or any of Buyer's assets;

10.2.2.3. Does not require any authorization, consent, approval, or other action of, or filing or registration with, any other governmental agency, except as expressly provided herein; and

10.2.2.4. Is not prohibited by any law, ordinance, or regulation.

10.2.3. Buyer has neither engaged nor owes a commission to any broker or finder in connection with the sale contemplated by this Agreement.

10.2.4. No representation, warranty or statement of Buyer in this Agreement, or in any document, certificate, or schedule furnished or to be furnished to Seller pursuant to this Agreement, contains any untrue statement of a material fact or omits to state any material fact needed to ensure the accuracy of the representations, warranties, or statements contained therein.

10.3. No Merger. All express representations and warranties in this Section 10 shall survive the Close of Escrow and the conveyance of record fee title to the Real Property to the Buyer, and shall not merge with the recordation of the Grant Deed.

10.4. Seller's Pre-Closing Covenants. Seller shall comply with the following covenants and requirements at all times from and after the Effective Date, and prior to the Close of Escrow or earlier termination of this Agreement and cancellation of Escrow:

10.4.1. Seller shall not grant, convey, or enter into any easement, lease, license, agreement, lien, encumbrance, or any other legal or beneficial interest in or to the Real Property, other than the Permitted Exceptions, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

10.4.2. Seller shall not violate, nor allow the violation of, any law, ordinance, rule, or regulation affecting the Real Property.

10.4.3. Seller shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Real Property, except as otherwise expressly provided herein.

10.4.4. Seller shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Real Property and any and all taxes, assessments, and levies in respect of the Real Property through the Closing Date.

10.4.5. Seller shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Real Property, without Buyer's prior written approval, and Seller shall immediately provide Buyer with a copy of any written materials received by Seller evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by Buyer.

10.4.6. Seller shall (i) not alter the physical condition of the Real Property; (ii) maintain the Real Property in substantially the same condition as that which existed as of the Effective Date; and (iii) Seller shall deliver possession of the Real Property to Buyer at the Close of Escrow in no worse condition than that which existed at the expiration of the Due Diligence Deadline.

10.4.7. Seller shall promptly notify Buyer of any event or circumstance that could or would render any representation or warranty of Seller under this Agreement untrue or misleading, or of any covenant of Seller under this Agreement incapable or less likely of being performed; provided, however, that Seller's foregoing obligation to provide notice to Buyer shall in no way relieve Seller of any liability for a Breach by Seller of any of its representations, warranties or covenants under this Agreement.

10.4.8. Seller shall not record any covenants, conditions or restrictions against the Parcel or Land which restricts the design or the development upon the Land, and to the extent that any covenants, conditions or restrictions are recorded against the Parcel or Land, such covenants, conditions or restrictions shall exempt the Land from any design or development restrictions.

10.4.9. Seller shall ensure that any design handbook created in furtherance of any condition imposed upon the Parcel by the City of Portola exempts the Land from any design or development restrictions.

10.4.10. Seller shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Land.

10.5. Seller's Post-Closing Covenants. From and after the Close of Escrow, Seller shall: (1) ensure that any design handbook created in furtherance of condition imposed upon the Parcel by the City of Portola exempts the Land from any design or development restrictions; (2) not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Land; and (3) complete, at Seller's expense, Woodbridge Road, in paved condition, from Gulling Street to _____ within _____ days of the Close of Escrow. Seller's obligations under this Section 10.5 shall survive the Close of Escrow.

10.6. Buyer's Post-Closing Covenants. From and after the Close of Escrow, during the schematic design phase, the design development phase and the construction document phase, Buyer will provide Seller with the most current design for the exterior of the court facility, and seek design input and comment from Seller with respect to the design development phase relating to the exterior of the court facility, and Buyer will consider, in good faith, any design input or comment received from the Seller, however, in no event, Buyer shall not be obligated to implement or incorporate any design input or comment received from the Seller. Buyer's obligations under this Section 10.6 shall survive the Close of Escrow.

11. INDEMNIFICATION AND DUTY TO DEFEND.

11.1. Defined Terms. For purposes of this Agreement, the following defined terms and definitions shall apply:

11.1.1. "Environmental Laws" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations, and the like, as well as common law, which (i) relate to protection of human health or the environment, (ii) relate to Hazardous Substances, (iii) relate to liability for or costs of Remediation or prevention of Releases of Hazardous Substances, (iv) relate to liability for or costs of other actual or future danger to human health or the environment, (v) condition transfer of property upon a negative declaration, or other approval of a governmental authority of the environmental condition of the Real Property, (vi) require notification or disclosure of Releases of Hazardous Substances, or other environmental condition of the Real Property, to any governmental authority or other person or entity, whether or not in connection with transfer of title to or interest in property, (vii) imposes conditions or requirements in connection with permits or other authorization for lawful activity, (viii) relates to nuisance, trespass, or other causes of action related to the Real Property, and/or (ix) relate to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Real Property, including but not limited to, the following laws, as they may be amended from time to time: Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601, et seq.; Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq.; Clean Water Act, 33 U.S.C. section 1251, et seq.; Toxic Substances Control Act, 15 U.S.C. section 2601, et seq.; Refuse Act, 33 U.S.C. section 407; Occupational Safety and Health Act, 29 U.S.C. section 651, et seq.; Clean Air Act, 42 U.S.C. section 7401, et seq.; California Hazardous Waste Control Act, California Health and Safety Code sections 25100, et seq.; Carpenter-Presley-Tanner Hazardous Substance Account Act Substance Account Act, California Health and Safety Code sections 25300, et seq.; Hazardous Substance Cleanup Bond Act of 1984, California Health and

Safety Code sections 25385, et seq., and related statutes including sections 25356.1-25356.4 of the California Health and Safety Code; Porter-Cologne Water Quality Control Act, California Water Code sections 13000, et seq.; Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code sections 25249.5, et seq.; California Health and Safety Code sections 25220, et seq., 25280, et seq., 25359.7; Code of Civil Procedure section 3483; and any similar federal, state, and/or local laws and ordinances and the regulations now or hereafter adopted, published, and/or promulgated pursuant thereto.

11.1.2. "Hazardous Substances" includes, but is not limited to, any and all substances (whether solid, liquid, or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, asbestos, and asbestos-containing materials ("**ACM**"), polychlorinated biphenyls ("**PCBs**"), lead, lead-based paints, radon, radioactive materials, flammables, and explosives.

11.1.3. "Indemnified Parties" includes the State of California, and each of its political subdivisions, and its branches, divisions, entities, agencies, departments, members, managers, employees, agents, affiliates, partners, attorneys, successors, and assigns.

11.1.4. "Losses" includes, but shall not be limited to, any and all claims, suits, liabilities (including but not limited to strict liabilities), administrative or judicial actions or proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, costs of assessing damages or losses, judgments, awards, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, engineers' fees, environmental consultants' fees, Remediation and investigation costs (including but not limited to costs for sampling, testing, and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid, or gas), of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings.

11.1.5. "Release" includes, but is not limited to, any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing, presence, or other movement of Hazardous Substances.

11.1.6. "Remediation" includes, but is not limited, to any response, remedial, removal, or corrective action mandated by any Environmental Laws; any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance mandated by any Environmental Laws; any actions to prevent, cure or mitigate any Release of any Hazardous Substance mandated by any Environmental Laws; any action to comply with any Environmental Laws or with any permits issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling, and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances mandated by any Environmental Laws.

11.1.7. "Storage Tanks" includes any underground or aboveground storage tanks, whether filled, empty, or partially filled with any substance.

11.2. Indemnification. Seller shall, and hereby does, indemnify, defend, and hold harmless Buyer and each of the Indemnified Parties from and against all Losses incurred, suffered by or claimed against any one or more of the Indemnified Parties, by reason of, arising out of or relating to any event which occurred during, or which is otherwise solely attributable to, the time period prior to the Close of Escrow related to Seller's ownership, possession, operation, management, maintenance, and repair of, and/or responsibility for the Real Property, including, but not limited to, any Release of Hazardous Substances in, on, under, or near the Real Property, or a violation of any Environmental Laws relating to the Real Property, whether known or unknown, which may have occurred prior to the Close of Escrow.

11.3. Duty to Defend; Attorneys Fees and Expenses. Upon written request by any Indemnified Party, Seller shall defend same (if requested by any of the Indemnified Parties, in the name of the Indemnified Parties) by attorneys and other professionals, including engineers and environmental consultants selected by the Seller, subject to the reasonable approval of the Indemnified Parties.

11.4. Survival. All rights of the Indemnified Parties and all obligations of Seller under this Section 11 shall survive the Close of Escrow, recordation of the Grant Deed, and Seller's conveyance, and Buyer's acceptance, of record title to the Real Property.

12. DAMAGE OR DESTRUCTION PRIOR TO CLOSING.

The risk of physical loss to the Real Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. If the Real Property, or any portion thereof, is damaged or destroyed prior to the Close of Escrow from any cause whatsoever, whether an insured risk or not, and such damage or destruction materially interferes with Buyer's ability to construct the State Project (as determined in Buyer's sole and absolute discretion, subject to the concurrence of the SPWB), Buyer shall have the right, upon written notice to Seller within five (5) business days after the date Buyer receives notice of the loss from Seller, to terminate this Agreement and cancel Escrow in accordance with Section 8.2.

13. CONDEMNATION PRIOR TO CLOSING.

If Seller receives written notice from any agency or authority having the power of eminent domain advising of an actual or intended condemnation of all or any portion of the Real Property ("**Condemnation Notice**"), and such condemnation materially interferes with Buyer's ability to construct the State Project (as determined in Buyer's sole and absolute discretion, subject to the concurrence of the SPWB), Seller shall immediately advise Buyer of same in writing and deliver therewith a copy of the Condemnation Notice. Buyer shall have the option, upon written notice to Seller within five (5) business days after the date Buyer receives the Condemnation Notice, to terminate this Agreement and cancel Escrow in accordance with Section 8.2.

14. MISCELLANEOUS.

14.1. Notices. All notices required to be given by either party will be made in writing and may be effected (i) by personal delivery, (ii) via reputable overnight courier service, (iii) by mail, registered or certified, postage prepaid with return receipt requested, or (iv) by facsimile transmission. Notices sent by courier or mail must be addressed to the parties at the addresses, and faxed notices must be sent to the parties at the facsimile numbers, appearing below in this Section 14.1, but each party may change its designated address or facsimile number by giving written notice to the other party in accordance herewith. Notices delivered personally will be deemed communicated as of actual receipt; notices sent via overnight courier will be deemed communicated as of the date delivered by the courier; mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever ever occurs first; and faxed notices will be deemed communicated as of the time and date of the facsimile confirmation printout of the recipient. The parties' addresses, telephone numbers, and facsimile numbers are as follows (telephone numbers are provided for convenience only):

Seller: Woodbridge at Portola
Attn: David Wade, AICP, President
Woodbridge at Portola, Inc.
777 Campus Commons Road, Suite 200
Sacramento, CA 95825
Telephone: (916) 565-7629
Facsimile: (____) ____-____
E-mail: _____

Buyer: Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
Attn: Elsa Lamb
455 Golden Gate Avenue
San Francisco, CA 94102
Telephone: (415) 865-4047
Facsimile: (415) 865-8885
E-mail: elsa.lamb@jud.ca.gov

and

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
Attn: Kim K. Davis, Director
455 Golden Gate Avenue
San Francisco, CA 94102
Telephone: (415) 865-4055
Facsimile: (415) 865-8885
E-mail: kim.davis@jud.ca.gov

With a copy to:

Judicial Council of California
Administrative Office of the Courts
Office of the General Counsel
Attn: Managing Attorney, Real Estate Unit
455 Golden Gate Avenue
San Francisco, CA 94102
Telephone: (415) 865-4057
Facsimile: (415) 865-8885
E-mail: melvin.kennedy@jud.ca.gov

14.2. Entire Agreement. This Agreement, and the Exhibits attached hereto, represent the final and entire agreement between the parties in connection with the terms and conditions of the purchase and sale of the Real Property, and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations, or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller.

14.3. No Assignment; Binding Effect. Neither party may assign its rights under this Agreement without the prior written consent of the other party, which may be given or withheld in the sole and absolute discretion of the non-assigning party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors-in-interest, and assigns.

14.4. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties hereto. No waiver by any party, at any time, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein, or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

14.5. Captions, Headings, Exhibits, and Recitals. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement. The recitals set forth in this Agreement, and each and all of the exhibits attached to this Agreement, are incorporated herein as if set forth in full in this Agreement.

14.6. Governing Law. This Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California, without regard to conflict of law rules.

14.7. Time of the Essence. Time is of the essence with respect to all matters contained in this Agreement.

14.8. Date of Agreement. All references in this Agreement to “the date of this Agreement” or “the date hereof” shall be deemed to refer to the Effective Date.

14.9. Counting of Days. The time in which any act must be performed under this Agreement shall be computed by excluding the first day and including the last day, unless the last day is a non-business day (as defined below), in which case the last day of performance shall be the next business day (as defined below). The term “non-business day” shall mean any “holiday” as defined in Code of Civil Procedure Section 7 and any “optional bank holiday” as defined in Code of Civil Procedure Section 7.5. Accordingly, the term “business day” shall mean any day other than a non-business day.

14.10. Invalidity of any Provision. If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

14.11. Drafting of Agreement. Buyer and Seller acknowledge that this Agreement has been negotiated at arm’s length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman.

14.12. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement, except as expressly provided herein.

14.13. Further Acts. The parties agree to execute such instruments and to perform such further acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

14.14. Non-Discrimination. Buyer and Seller shall comply with, and this Agreement is subject to, any and all laws prohibiting discrimination.

14.15. Conflict of Interest. No member, official, officer, or employee of the Buyer shall have any direct or indirect interest in this Agreement or the State Project, nor shall such parties participate in any decision relating to this Agreement or the State Project where such participation is prohibited by law.

14.16. Limitation on Liability. No member, official, officer, employee, or agent of the Buyer shall be personally liable for any default or breach by the Buyer under this Agreement.

14.17. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the parties and have not been satisfied prior to the Close of Escrow shall survive the Close of Escrow and transfer of fee title to the Real Property to the State, and shall continue to be binding on the respective obligated party in accordance with their terms.

14.18. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both parties. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded; such documents shall bear original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

**Woodbridge at Portola,
a California corporation**

By: _____
Name: _____
Its: _____

BUYER:

**THE STATE OF CALIFORNIA acting through
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS**

By: _____
Name: William C. Vickrey
Its: Administrative Director

APPROVED AS TO FORM:

Administrative Office of the Courts,
Office of the General Counsel

By: _____
Name: Melvin L. Kennedy
Its: Managing Attorney, Real Estate Unit

EXHIBIT A
LEGAL DESCRIPTION OF
PARCEL

DRAFT

RBF CONSULTING
500 Ygnacio Valley Road, Suite 270
Walnut Creek, California 94596

DATE: May 15, 2007
JN: 35-100737

EXHIBIT "A"
LEGAL DESCRIPTION

FUTURE COURTHOUSE PARCEL

Real property, situated in the City of Portola, County of Plumas, State of California, described as follows:

A portion of the 173.98 acre parcel of land as shown on the Record of Survey filed in Book 4 of Record of Survey maps at Page 131, Official Records of Plumas County, State of California, and a portion of the land described as "Parcel 2" in the grant deed from Plumas Unified School District to Woodbridge at Portola Inc., recorded November 2, 2006 in Series number 2006-0009755, official records of Plumas County, State of California, described as follows:

BEGINNING at the westerly terminus of the line labeled: "S69°38'56"W 641.22" as said line is shown on the Record of Survey for Eastern Plumas Hospital, filed in Book 13 of Record of Surveys at Page 47, Official Records of Plumas County; thence along the westerly line of said Record of Survey (13 RS 47) North 69°38'56" East 45.00 feet; thence leaving said westerly line South 66°45'56" East 50.76 feet to the southerly line of the easement for road and public utilities reserved in the Grant Deed from Portola Glenn, LLC to the City of Portola recorded March 29, 2000 in Book 803, Page 420 of Official Records of Plumas County; thence along said southerly line South 80°44'22" East 95.84 feet to the beginning of a tangent curve concave southwesterly and having a radius of 25.00 feet; thence leaving said southerly easement line (803 OR 420) along said curve southeasterly and southerly 38.54 feet through a central angle of 88°18'57"; thence tangent from said curve South 07°34'35" West 152.60 feet to the beginning of a tangent curve concave easterly and having a radius of 490.00 feet; thence along said curve southerly 88.86 feet through a central angle of 10°23'24"; thence non-tangent from said curve North 84°11'58" West 295.67 feet to the westerly line of said Woodbridge at Portola Inc. parcel (2006-0009755); thence along said westerly line North 13°22'10" East 333.09 feet; thence continuing along the exterior line of said Parcel (2006-0009755) South 29°01'35" East 75.77 feet to the **POINT OF BEGINNING**.

CONTAINING 1.75 Acres, more or less.

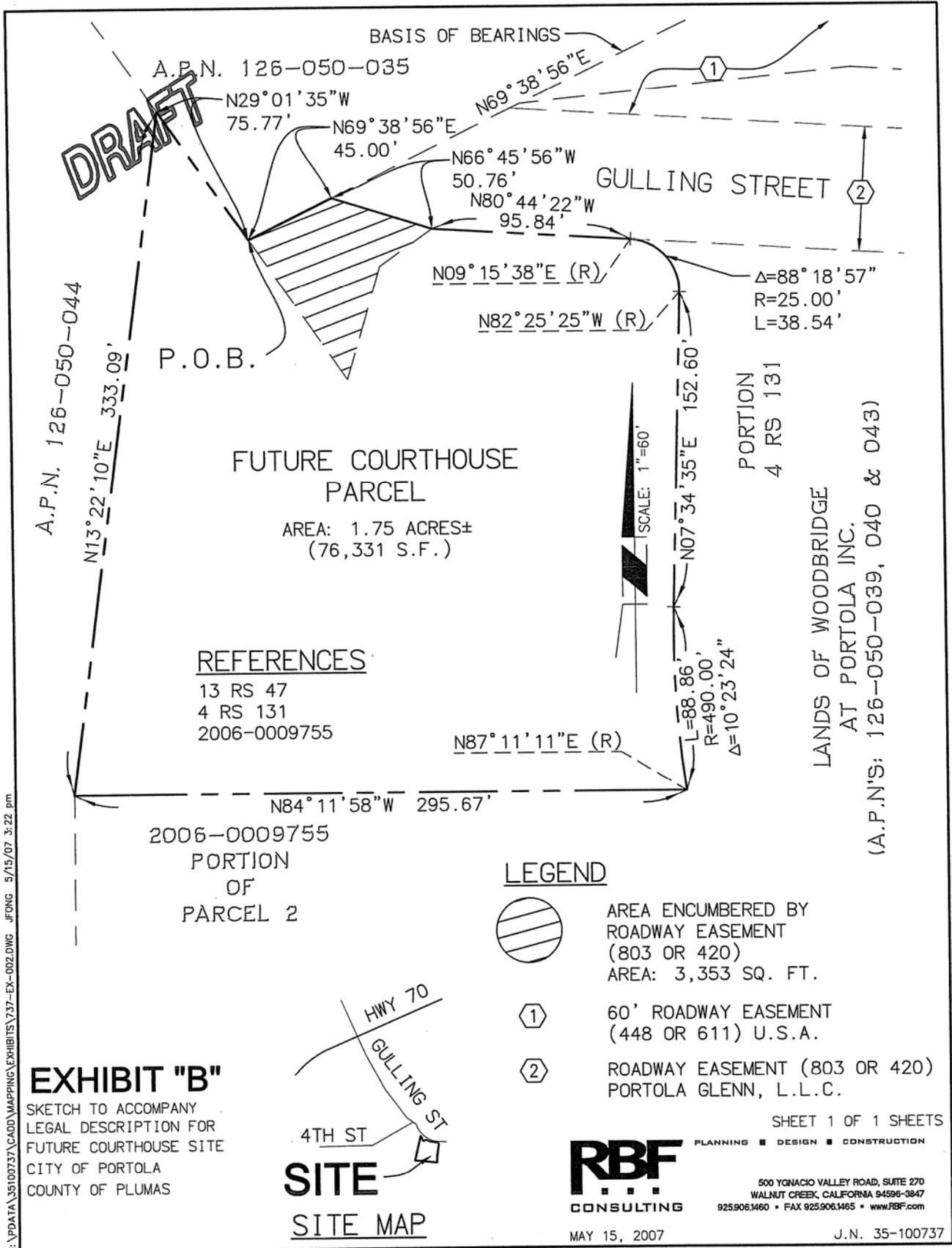
SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of record.

EXHIBIT "B" attached and by this reference made a part hereof.

James M. Mangini, P.L.S. 7263
Exp. Date: 12/31/08



EXHIBIT B



H:\PDATA\35100737\CADD\MAPPING\EXHIBITS\737-EX-002.DWG JFONG 5/15/07 3:22 pm

EXHIBIT C
Form of Grant Deed

WHEN RECORDED MAIL TO: _____

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Director _____

OFFICIAL STATE BUSINESS – EXEMPT FROM
RECORDING FEES PURSUANT TO GOV'T. CODE
SECTION 27383 AND DOCUMENTARY TRANSFER
TAX PURSUANT TO REVENUE AND TAXATION CODE
SECTION 11922.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED	Agency: Judicial Council of California, Administrative Office of the Courts Project: Plumas/Sierra Cross-Jurisdictional Court
-------------------	---

APN(S): _____ County of Plumas

Woodbridge at Portola, a California corporation

hereby GRANTS to THE **STATE OF CALIFORNIA, acting through THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS**, the following described real property situated in the State of California, County of Plumas, City of Portola, described as follows:

See Exhibit "A"
consisting of one (1) page attached hereto
and by this reference made a part hereof.

Dated: _____

Woodbridge at Portola,
a California corporation

By: _____
Name: _____
Its: _____

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

Agency: JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS

Project: Plumas/Sierra Cross-Jurisdictional Court

Agency Parcel:

Assessor's Parcel No.: _____

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated _____ from THE CITY OF SANTA ANA, a Charter City and Municipal Corporation, to THE STATE OF CALIFORNIA, acting through THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted on _____ and the Grantee consents to the recordation thereof by its duly authorized officer.

Note to Recorder: *If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.*

Accepted

STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By _____
Jerry Leong
Assistant Administrative Secretary

Dated: _____

Consent

STATE OF CALIFORNIA, acting through
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS

By _____
William C. Vickrey
Administrative Director of the Courts

Dated: _____

Approved as to form:
ADMINISTRATIVE OFFICE OF THE COURTS
OFFICE OF THE GENERAL COUNSEL

By: _____
Melvin L. Kennedy
Managing Attorney, Real Estate Unit

Dated: _____

Consent

DIRECTOR, DEPARTMENT OF GENERAL SERVICES

By _____
DWIGHT V. WEATHERS
Real Estate Services Section

Dated: _____

DRAFT

BASIS OF BEARINGS

A.P.N. 126-050-035

N29°01'35"W

75.77'

N69°38'56"E

45.00'

N66°45'56"W

50.76'

N80°44'22"W

95.84'

N09°15'38"E (R)

N82°25'25"W (R)

N87°11'11"E (R)

N84°11'58"W 295.67'

GULLING STREET

△=88°18'57"
R=25.00'
L=38.54'

PORTION
4 RS 131

FUTURE COURTHOUSE
PARCEL

AREA: 1.75 ACRES±
(76,331 S.F.)

REFERENCES

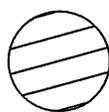
13 RS 47
4 RS 131
2006-0009755

2006-0009755
PORTION
OF
PARCEL 2



LANDS OF WOODBRIDGE
AT PORTOLA INC.
(A.P.N.'S: 126-050-039, 040 & 043)

LEGEND



AREA ENCUMBERED BY
ROADWAY EASEMENT
(803 OR 420)
AREA: 3,353 SQ. FT.



60' ROADWAY EASEMENT
(448 OR 611) U.S.A.

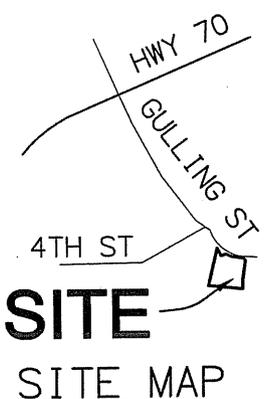


ROADWAY EASEMENT (803 OR 420)
PORTOLA GLENN, L.L.C.

SHEET 1 OF 1 SHEETS

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION FOR
FUTURE COURTHOUSE SITE
CITY OF PORTOLA
COUNTY OF PLUMAS



**SITE
SITE MAP**

RBF
CONSULTING

PLANNING ■ DESIGN ■ CONSTRUCTION

500 YGNACIO VALLEY ROAD, SUITE 270
WALNUT CREEK, CALIFORNIA 94596-3847
925.906.1460 • FAX 925.906.1465 • www.RBF.com

MAY 15, 2007

J.N. 35-100737

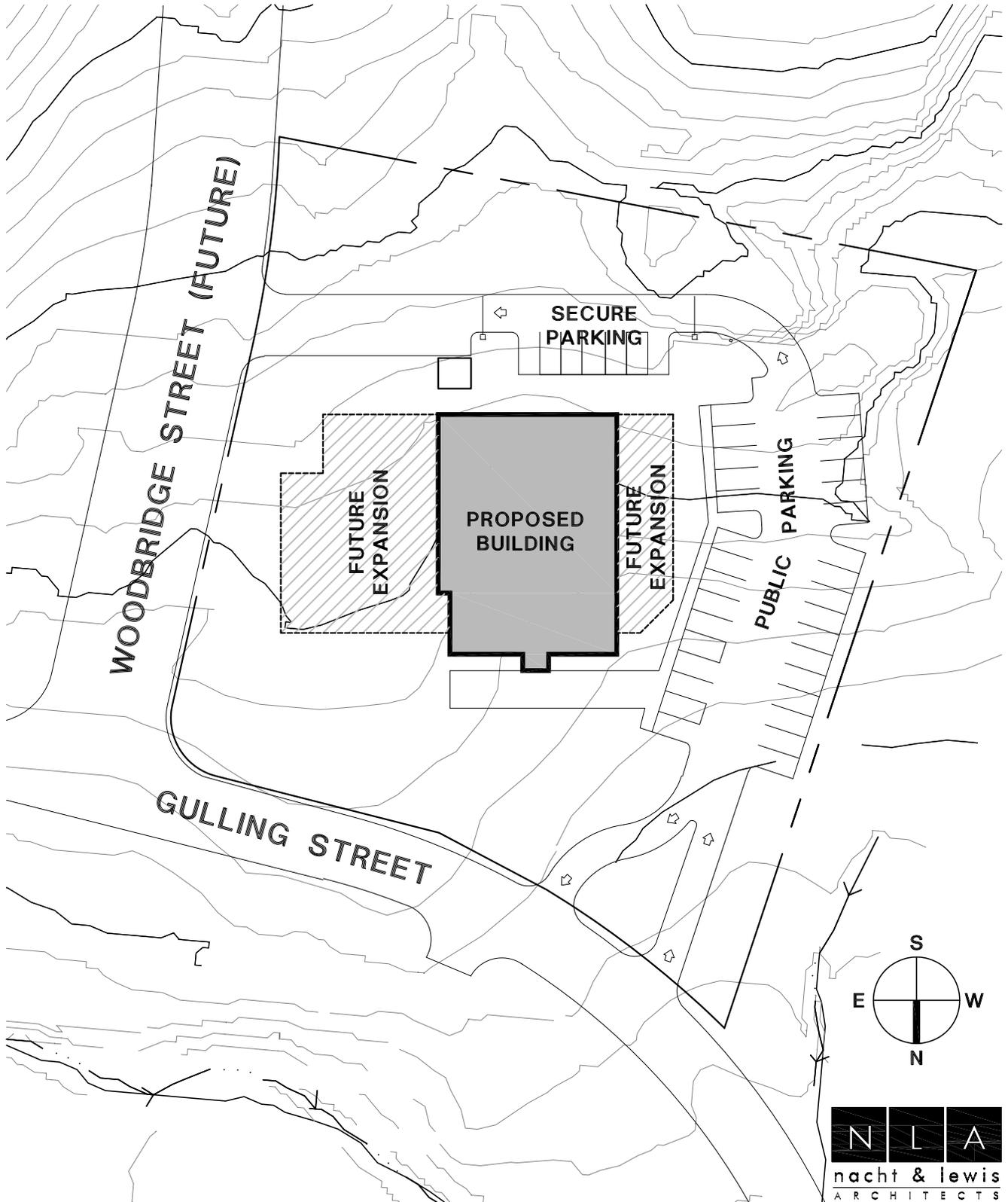
A.P.N. 126-050-044

N13°22'10"E 333.09'

P.O.B.

2006-0009755
PORTION
OF
PARCEL 2

NEW PORTOLA/LOYALTON COURTHOUSE



JUDICIAL COUNCIL OF CALIFORNIA

RESOLUTION AUTHORIZING ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR THE PLUMAS/SIERRA COUNTIES – NEW PORTOLA/LOYALTON COURTHOUSE

WHEREAS the Judicial Council of California (“Judicial Council”) proposes to acquire a parcel and construct a new courthouse for the Superior Court of California, County of Plumas and the Superior Court of California, County of Sierra in the City of Portola (“Project”);

WHEREAS the Judicial Council seeks to comply with the California Environmental Quality Act (“CEQA”) before commencement of the Project;

WHEREAS the Judicial Council utilized Administrative Office of the Courts staff to prepare an initial study for the Project (“Initial Study”) to evaluate whether the Project may have significant effects on the environment;

WHEREAS the Draft Initial Study indicated that the Project with its mitigation measures would have no significant impacts, and Judicial Council staff determined that a Mitigated Negative Declaration was appropriate for the Project;

WHEREAS the Final Mitigated Negative Declaration, attached and incorporated as Attachment “A,” describes the scope of the Project;

WHEREAS the Judicial Council, the lead agency for the Project, provided copies of the Initial Study/Mitigated Negative Declaration to the public for review and comment under Public Resources Code sections 21091 and 21092;

WHEREAS the Judicial Council received, considered, and responded to comments received from the public and interested agencies regarding the Draft Initial Study/Mitigated Negative Declaration (Exhibit G);

WHEREAS the Judicial Council has carefully reviewed the Final Initial Study/Mitigated Negative Declaration for the Project (Exhibit E), the Initial Study/Mitigated Negative Declaration, comments from the public and interested agencies (Exhibit G), all other relevant information contained in the record for the Project, and the Mitigation Monitoring Program (Exhibit F) for the Project; and

WHEREAS all other legal prerequisites to the adoption of this Resolution have occurred,

THEREFORE, the Judicial Council hereby finds, determines, declares, orders, and resolves that:

1. **Recitals.** All the recitals stated above are true and correct.

2. **Compliance with CEQA.** The Judicial Council reviewed and considered the information contained in the Final Mitigated Negative Declaration (Attachment A). The Judicial Council makes the following specific findings with respect to the Final Mitigated Negative Declaration:
 - a. that the Final Initial Study and Mitigated Negative Declaration (Exhibit E) prepared for the Project contains a complete and accurate reporting of the environmental impacts associated with the Project;
 - b. that the Final Mitigated Negative Declaration (Attachment A) is in accordance with CEQA and the State CEQA Guidelines;
 - c. that the Project will not result in a significant effect on the environment because the mitigation measures described in the Mitigation Monitoring Program (Exhibit F) have been added to the Project;
 - d. that there is no substantial evidence in the record supporting a fair argument that the Project may cause significant impacts to the environment;
 - e. that the Final Mitigated Negative Declaration (Attachment A) reflects the independent judgment of the Judicial Council; and
 - f. that any changes to mitigation measures after the circulation of the Draft Initial Study and Mitigated Negative Declaration provide equally effective mitigation of potential significant environmental impacts than the prior proposed mitigation measures, and that the change of the mitigation measures will not cause any potentially significant effect on the environment...
3. **Location and Custodian of Records.** The location and custodian of records with respect to all the relevant documents and any other material that constitutes the administrative record for the Mitigated Negative Declaration is:

Mr. Jerome Ripperda, Environmental Analyst
Office of Court Construction and Management
Administrative Office of the Courts
2860 Gateway Oaks, Suite 400
Sacramento, CA 95833-3509

4. **Wildlife Findings.** The proposed Project will have a less than significant adverse impacts on wildlife as defined in Fish and Game Code section 711.2 and on the resources governed by the State Department of Fish and Game.
5. **Adoption of Final Mitigated Negative Declaration and Mitigation Monitoring Program.** The Judicial Council hereby adopts the Final Mitigated Negative Declaration and the Mitigation Monitoring Program including all the mitigation measures stated in the Mitigation Monitoring Program.
6. **Approval of Project.** The Judicial Council hereby approves the Project as identified and evaluated in the Final Mitigated Negative Declaration and authorizes the

Administrative Director of the Courts, or his authorized designee, to take all steps necessary to proceed with the Project.

7. **Notice of Determination.** The Judicial Council hereby directs the staff of the Administrative Office of the Courts to file a Notice of Determination within five working days after the Judicial Council's adoption of the Final Mitigated Negative Declaration.

APPROVED, PASSED, AND ADOPTED by the Judicial Council on the 29th of June, 2007.

William C. Vickrey, Secretary
Judicial Council of California

ATTACHMENT A

FINAL MITIGATED NEGATIVE DECLARATION

Project Name. Plumas/Sierra County—New Portola/Loyalton Courthouse

Project Location. The approximately 2-acre project site is located approximately 800 feet southeast of the intersection of Gulling Street and Fourth Avenue. The site is approximately 0.65 miles southeast of State Route 70.

Project Description. The Judicial Council of California proposes to construct a new courthouse in Portola. The courthouse will be on Gulling Street. The project site will cover approximately two acres. The proposed new courthouse will be one story tall, have approximately 6,500 square-feet of space for one courtroom and other court-related facilities, and will have approximately twenty public parking spaces. Additional parking spaces for the courthouse will be available along Gulling Street and in adjacent parking areas. Approximately three employees will work at the facility. The new courthouse will improve Plumas County residents' and Sierra County residents' access to judicial facilities, provide courthouse facilities that meet current building standards for public use; provide facilities to support new judicial services; and provide improved security for visitors, judges, and courthouse staff.

Findings. Based on the information contained in the Final Initial Study/Mitigated Negative Declaration, the Judicial Council determines that the project will have no significant adverse effect on the environment.

Mitigation measures necessary to avoid the potentially significant effects on the environment are included in the Final Initial Study/Mitigated Negative Declaration (Exhibit E), and this Final Mitigated Negative Declaration fully incorporates the attached document and makes it part of this Final Mitigated Negative Declaration. The Judicial Council agrees to implement each of the identified mitigation measures as part of the Mitigation Monitoring Program (Exhibit F).

Date: _____

JUDICIAL COUNCIL OF CALIFORNIA

By: _____

Name: _____

Its: _____

**PLUMAS/SIERRA COUNTIES – NEW PORTOLA/LOYALTON COURTHOUSE—
FINAL INITIAL STUDY AND
MITIGATED NEGATIVE DECLARATION**

Introduction

The Administrative Office of the Courts (AOC) filed a Draft Initial Study/Mitigated Negative Declaration (State Clearinghouse # 2007042117) for Judicial Council on April 20, 2007. After receiving comments, the AOC revised the document. A copy of the May 2007 Final Initial Study/Mitigated Negative Declaration is provided on a CD.

**PLUMAS/SIERRA COUNTIES – NEW PORTOLA/LOYALTON COURTHOUSE—
MITIGATION MONITORING PROGRAM**

Introduction

Section 15097 of the California Environmental Quality Act (CEQA) requires all state and local agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a Mitigated Negative Declaration or specified environmental findings related to an Environmental Impact Report.

This Mitigation Monitoring Plan is for the Plumas/Sierra Counties – New Portola/Loyalton Courthouse project. The intent of the Plan is to prescribe and enforce a means for properly and successfully implementing the required mitigation measures to reduce or avoid significant environmental impacts. The Administrative Office of the Courts (AOC) developed the mitigation measures identified in this Mitigation Monitoring Plan in the Initial Study that it prepared for the proposed project. The intent of this Mitigation Monitoring Plan is that the AOC’s staff and other responsible parties will use the plan to ensure compliance with mitigation measures during project implementation.

The following table provides a summary of all mitigation and monitoring that the AOC will conduct for the project. It also identifies the responsible monitoring party and implementation phase.

Impacts	Mitigation Measure	Monitoring Agency	Implementation Phase
AIR QUALITY			
Impacts related to Air Quality	<p>Air Quality 1-3: Develop and implement measures to ensure compliance with all of the following requirements:</p> <ol style="list-style-type: none"> 1. During conditions when substantial dust is present in construction areas, water all exposed soil (or apply soil stabilizers) to construction areas, parking areas, and staging areas to eliminate substantial dust generation; 2. Cover any trucks hauling soil, sand, or other loose materials or require any trucks to maintain at least two feet of freeboard; and 3. If construction operations carry visible soil materials to paved areas or adjacent streets, sweep the affected paved areas at least once per day. 	AOC Site Representative	Prior to initiation of construction activities and through the end of construction activities.

Impacts	Mitigation Measure	Monitoring Agency	Implementation Phase
BIOLOGICAL RESOURCES			
Impacts related to Biological Resources.	<p>Biological Resources 1:</p> <p>The AOC will survey an exclusion area for the water course area within the AOC's parcel. The AOC's contract specifications will exclude the contractor from operating in the water course area.</p>	AOC Project Manager and AOC Site Representative	Preliminary design, working drawings, prior to initiation of on-site construction activities, and continuing through the end of construction.
HAZARDS			
Impacts related to Hazards.	<p>Hazards 1 & 2:</p> <p>Develop and implement measures to ensure compliance with all of the following requirements:</p> <ol style="list-style-type: none"> 1. Courthouse design will incorporate Fire Safe construction features including roof assemblies that are rated as "Class A;" use of fire-resistant siding materials and wall assemblies that provide protection from intrusion of flames and embers; roof, wall, and attic vents that resist the intrusion of flames and embers into the structure's attic area; windows that have a fire-protection rating of not less than twenty minutes; and eaves and soffits that are protected by materials approved for one-hour fire resistive construction.; and 2. The AOC's design and maintenance will include a landscaping design that emphasizes a defensible space approach to slow the advance of a potential wildland fire through use of fire-resistant plants and other features. 	AOC Project Manager and AOC Site Representative	During preliminary design and working drawings
NOISE			
Impacts related to Noise	<p>Noise 1-3:</p> <p>Ensure that the AOC's contractor:</p> <ol style="list-style-type: none"> 1. Limits construction activities that generate loud noises to the hours from 7 AM to 5 PM, 2. Locates staging area and stationary equipment as far as possible from sensitive receptors (such as the Little League parks and Portola High School), and 3. Properly maintains and operates all construction equipment and that all combustion-powered equipped have mufflers. 	AOC Site Representative	Prior to initiation of construction activities and through the end of construction activities.
TRANSPORTATION/TRAFFIC			
Impacts related to Transportation/Traffic	<p>Transportation/Traffic 1:</p> <p>The AOC will raise the topographic elevation of the project's Gulling Street driveway to a sufficient height to provide a clear view of Gulling Street traffic that is proceeding northbound from the City's proposed intersection of Gulling Street/Woodbridge Street</p>	AOC Project Manager and AOC Site Representative	During preliminary design, working drawings, and construction

**PLUMAS/SIERRA COUNTIES – NEW PORTOLA/LOYALTON COURTHOUSE—
PUBLIC COMMENTS AND RESPONSES TO COMMENTS**

Introduction

The Judicial Council made the Draft Initial Study/Mitigated Negative Declaration (State Clearinghouse # 2007042117) available to the public for a 30-day public review period from April 20, 2007 through May 22, 2007. The Administrative Office of the Courts (AOC) published a public notice in the *Feather River Bulletin* and the *Portola Record* on May 9, 2007, and it provided public copies of the Draft Initial Study/Mitigated Negative Declaration at the Plumas County Library branch in Quincy. It also made the document available for downloading from an AOC website. The AOC also mailed the document to local and state agencies in the vicinity of the project site.

Following the public review period, the Administrative Office of the Courts received a comment letter from the Native American Heritage Commission, a comment e-mail message from Mr. Bob Baiocchi, and verbal comments at the May 10 public meeting from Sheriff/Coroner John Evans of Sierra County. Copies of the comments are shown below, and responses to comments are provided after the comments.

NATIVE AMERICAN HERITAGE COMMISSION

915 CAPITOL MALL, ROOM 364
 SACRAMENTO, CA 95814
 (916) 653-4082
 (916) 657-5390 - Fax



May 3, 2007

RCUD '07 MAY 08

Jerome Ripperda
 Judicial Council of California
 2860 Gateway Oaks, Suite 400
 Sacramento, CA 95833-3509

RE: SCH#2007042117, Portola Courthouse; Plumas County.

Dear Mr. Ripperda:

The Native American Heritage Commission (NAHC) has reviewed the Notice of Preparation (NOP) referenced above. The California Environmental Quality Act (CEQA) states that any project that causes a substantial adverse change in the significance of an historical resource, which includes archeological resources, is a significant effect requiring the preparation of an EIR (CEQA Guidelines 15064(b)). To comply with this provision the lead agency is required to assess whether the project will have an adverse impact on historical resources within the area of project effect (APE), and if so to mitigate that effect. To adequately assess and mitigate project-related impacts to archaeological resources, the NAHC recommends the following actions:

- ✓ Contact the appropriate regional archaeological Information Center for a record search. The record search will determine:
 - If a part or all of the area of project effect (APE) has been previously surveyed for cultural resources.
 - If any known cultural resources have already been recorded on or adjacent to the APE.
 - If the probability is low, moderate, or high that cultural resources are located in the APE.
 - If a survey is required to determine whether previously unrecorded cultural resources are present.
- ✓ If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure.
 - The final written report should be submitted within 3 months after work has been completed to the appropriate regional archaeological Information Center.
- ✓ Contact the Native American Heritage Commission for:
 - A Sacred Lands File Check. USGS 7.5-minute quadrangle name, township, range, and section required.
 - A list of appropriate Native American contacts for consultation concerning the project site and to assist in the mitigation measures. Native American Contacts List attached.
- ✓ Lack of surface evidence of archeological resources does not preclude their subsurface existence.
 - Lead agencies should include in their mitigation plan provisions for the identification and evaluation of accidentally discovered archeological resources, per California Environmental Quality Act (CEQA) §15064.5(f). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American, with knowledge in cultural resources, should monitor all ground-disturbing activities.
 - Lead agencies should include in their mitigation plan provisions for the disposition of recovered artifacts, in consultation with culturally affiliated Native Americans.
 - Lead agencies should include provisions for discovery of Native American human remains in their mitigation plan. Health and Safety Code §7050.5, CEQA §15064.5(e), and Public Resources Code §5097.98 mandates the process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery.

Sincerely,

Katy Sanchez
 Katy Sanchez
 Program Analyst

CC: State Clearinghouse

Native American Contacts
 Plumas County
 May 3, 2007

Greenville Rancheria of Maidu Indians
 Chairperson
 PO Box 279
 Greenville, CA 95947
 (530) 284-7990
 (530) 284-6612 - Fax

Maidu

Maidu Cultural and Development Group
 Lorena Gorbet
 PO Box 426
 Greenville, CA 95947
 (530) 284-1601

Maidu

Maidu Nation
 Clara LeCompte
 P.O Box 204
 Susanville, CA 96130

Maidu

Greenville Rancheria of Maidu Indians
 Mike DeSpain, EPA/Cultural Resources
 PO Box 279
 Greenville, CA 95947
 mdespain.
 (530) 284-7990
 Fax: (530) 284-6612

Maidu

Susanville Indian Rancheria
 Stacy Dixon, Chairperson
 745 Joaquin Street
 Susanville, CA 96130
 (530) 257-6264
 (530) 2527-7986 - Fax

Paiute
 Maidu
 Pit River
 Washoe

T'Si-akim Maidu
 Eileen Moon, Vice Chairperson
 548 Searls Ave
 Nevada City, CA 95959
 walkswithmoon@aol.com
 (530) 265-0711

Maidu

Plumas County Indians, Inc.
 Tommy Merino, Chairperson
 Box 102
 Taylorville, CA 95983
 (530) 284-6427

Maidu

Susanville Indian Rancheria
 Melany Johnson, Cultural Resources Technician
 745 Joaquin Street
 Susanville, CA 96130
 cultural@sir-nsn.gov
 (530) 251-5636
 (530) 251-5635 Fax

Paiute
 Maidu
 Pit River
 Washoe

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed Portola Courthouse: Plumas County. SCA # 2007042117

Native American Contacts
Plumas County
May 3, 2007

Greenville Rancheria of Maidu Indians
Gabriel Gorbet, Tribal Administrator
PO Box 279 Maidu
Greenville, CA 95947
ggorbet@greenvillerrancheria.com
(530) 284-7990
Fax: (530) 284-6612

Enterprise Rancheria of Maidu Indians
Glenda Nelson, Chairperson
1940 Feather River Blvd., Suite B Maidu
Oroville, CA 95965
eranch@cncnet.com
(530) 532-9214
(530) 532-1768 FAX

Beverly Ogle
29855 Plum Creek Road Maidu
Paynes Creek, CA 96075 Pit River - Atsugewi
(530) 597-2070

Tasmam Koyom
Fred Mankins, President
PO Box 363 Maidu
Gerber, CA 96035
(530) 385-1683

Enterprise Rancheria of Maidu Indians
Frank Watson, Vice Chairperson
1940 Feather River Blvd., Suite B Maidu
Oroville, CA 95965
eranch@cncnet.com
(530) 532-9214
(530) 532-1768 FAX

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed Portola Courthouse: Plumas County. SC# 2007042117

Ripperda, Jerry

From: Bob Baiocchi [baiocchi@psln.com]
Sent: Wednesday, May 09, 2007 11:12 AM
To: Ripperda, Jerry
Cc: Uvalle, Robert; Joe Wilson; Joseph Abbott
Subject: New Court House in Portola

May 9, 2007
Mr. Jerry Ripperda
Administrative Office of the Court
State of California

Re: New County House at Portola, California

Mr. Ripperda:

Thank you for providing me with a copy of your letter to Dr. Abbott of the PAAC regarding the proposed new courthouse at Portola. See below.

My concern is that the new courthouse at Portola is accessible to the disabled. The City of Portola is very reluctant in providing access for disabled persons to their City Hall pursuant to the ADA. When you visit Portola for the forth coming meeting regarding the new courthouse, I recommend you look at the condition of existing public facilities. i.e. sidewalks, blue zone parking, et al.

As you know, under California law, persons with disabilities are entitled to full and equal access to places of accommodation, transportation carriers, lodging places, recreation and amusement facilities, and other business establishments, where the general public is invited. Persons with physical and mental disabilities are protected. See Civil Code Section 54.1.

When I reviewed part of the CEQA documents for the proposed new courthouse, I could not find that the document disclosed and evaluated the direct, indirect, and cumulative effects to disabled persons and their accessibility paths of travel to, in, and from the new courthouse. I might have missed that disclosure and evaluations. Secondly, I could not find any mitigation measures regarding access for the disabled at the new courthouse. I raise this issue because Plumas County constructed a new Courthouse Annex in Quincy that had deficiencies with respect to access for disabled persons that is now being corrected. For that reason I would appreciate being allowed by your office to review project descriptions regarding how the facility will provide access for disabled persons. I am not an ADA expert, but I would like to take part to prevent costly post project construction work that would amend deficiencies that were not included in the original design and plan of the new courthouse.

Thank you for the opportunity to provide you with comments regarding the CEQA document and the proposed new courthouse.

Respectfully Submitted

Bob Baiocchi
Resident
Plumas County

Comments and Questions Received by AOC at May 10, 2007 Public Meeting for Proposed Portola Courthouse

Attendees:

Jerry Ripperda, AOC
Deborah Norrie; Court Executive Officer; Superior Court of California, County of Plumas
Sheriff John Evans, Sierra County Sheriff/Coroner

(via telephone) Susan McLain; Court Clerk; Superior Court of California, County of Plumas

Questions and Comments

Sheriff John Evans, Sierra County Sheriff/Coroner: I'm here to represent the interests of the Sheriff's Office in Sierra County I'm here to find out what kind of impact this new building will have for the Sheriff's Office in terms of inmate transportation and bailiffing services. Sounds like there's not going to be any inmate transportation. So there's no in-custody are going to be an issue. Therefore, as far as impacts to the Sheriff's Department, having deputies if they're going to be subpoenaed to come over to testify in court here. And further bailiff services, who's going to be responsible for courthouse security and security of the courtroom judges? I presume that will be done by the Plumas County Sheriff's Office, being that this is in Plumas County, but I didn't know if there was any expectation that Sierra County will provide any bailiff assistance or security assistance.

Jerry Ripperda, AOC: That issue may be in the project description. My understanding is that the Superior Court of California, County of Sierra has not decided what security services it will provide, whether those will be from Sierra County or Plumas County.

I would imagine that if you have overtime-based deputies who want to sign up for it, that would be great, but as for being required for providing bailiff services in Plumas County, right now our staffing is pretty light and we're supplementing or covering the bailiff shift by pulling people off of patrol and there's not somebody in a patrol car and driving around while their doing the bailiff work. These are things that I'm hoping to work out. Whether Sierra County is going to be required or it's going to be optional for us to us to assist. My preference is to assist if requested, but not be required.

Jerry Ripperda: As for venues for traffic-related proceedings for traffic proceedings, I would presume that the court has discretion on where to assign those proceedings.

Sheriff John Evans: Some courthouses, like in Nevada County, they'll have private security. They'll have a bailiff in the courtroom, but for the rest of the building there's private security.

Jerry Ripperda: My understanding is that each court has the requirement to contract for with each county's sheriff department to provide services. To my knowledge, the Highway Patrol does not provide any services for the Superior Courts.

Sheriff John Evans: My main concern is that we are not going to be able to transport prisoners over here to the court. You've already clarified that; that was my biggest issue. Providing the bailiff is secondary. As long as you involve us in the planning stages, I will appreciate that.

Is there a plan to have a holding cell? I would imagine there are going to be occasions when people taken directly into custody. It's possible whether they come to show for court that they have no arrest warrant, the deputy sees the person, recognizes them, and makes an arrest and there's people coming into the courtroom. If there's not going to be a holding cell, you might want to consider putting in a cuff rail in a secure location or a location out of the way so that at least a deputy could make an arrest and handcuff them to this railing and afford some level of security until a patrol deputy could come over pick them up and take them to the jail.

RESPONSES TO COMMENTS

Native American Heritage Commission

Comment: Contact the appropriate regional archaeological Information Center for a record search.

As noted in section 4.05.01, the AOC’s staff reviewed Windmiller and Osanna’s 2000 Phase I Inventory of Cultural Resources^{Error! Bookmark not defined.} and Brunmeier and Scholze’s 2006 Historical Context Addendum.¹ Windmiller and Osanna’s inventory includes a record search² of the Sierra Highlands project, which includes the AOC’s project site. Due to the recent date of the Windmill and Osanna report and information from the site’s owner that the Brunmeier and Scholze’s report was the only available new information for the site, the AOC relied on the report’s 2000 record search results.

Comment: If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.

As noted in section 4.05 and section 4.05.01, Windmiller and Osanna’s 2000 Phase I Inventory of Cultural Resources^{Error! Bookmark not defined.} identified historic trash dumps at the AOC’s proposed courthouse site, but they concluded that the site’s cultural resources do not meet the definition of a “unique archaeological resource”^{Error! Bookmark not defined.} and they found no other cultural resources at the project site. Windmiller and Osanna’s report qualifies as a professional report, and the AOC has based its analysis of the project’s potential cultural resource impacts on Windmiller and Osanna’s report.

Comment: Contact the Native American Heritage Commission for a Sacred Lands File Check and a list of appropriate Native American contacts for consultation concerning the project site and to assist in the mitigation measures.

Page 9 of Windmiller and Osanna’s 2000 Phase I Inventory of Cultural Resources^{Error! Bookmark not defined.} for the Sierra Highlands Project (which includes the AOC’s proposed courthouse site) states: “As part of the present study, the Native American Heritage Commission concluded a search of the sacred lands file on July 18, 2000. No Native American cultural resources were identified by the commission as a results of that search. However, the commission provided a list of Native American contacts who may be of assistance in identifying cultural resources (see Appendix C: Consultations).” Since Windmill and Osanna’s study and Brunmeier and Scholze’s

¹ Brunmeier, Patric and Gary Scholze. 2006. Woodbridge At Portola Project. Historical Context Addendum to Windmiller and Osanna (2000)—Phase I Inventory of Cultural Resources, Sierra Highlands, Portola, Plumas County, California. 19p.

² Windmiller and Osanna’s report lists its records search on page 7 of their report.

2006 addendum did not record any cultural resources that would suggest the presence of new sacred lands, the AOC concluded that a new sacred lands file check was not necessary. The AOC noted the consultation log of Windmiller and Osanna's 2000 Phase I Inventory of Cultural Resources^{Error! Bookmark not defined.} for the Sierra Highlands Project. The AOC notes that the commission's submitted comment provides no new information regarding sacred lands. The AOC has distributed the Draft Initial Study and Mitigated Negative Declaration to the list of Native American contacts provided by the Native American Heritage Commission. The AOC thanks the commission for its assistance.

Comment: Lack of surface evidence of archeological resources does not preclude their subsurface existence. Lead agencies should include in their mitigation plan provisions for the identification and evaluation of accidentally discovered archeological resources, per California Environmental Quality Act §15064.5(f).

As noted in section 4.05 and section 4.05.01, Windmiller and Osanna's 2000 Phase I Inventory of Cultural Resources^{Error! Bookmark not defined.} concluded that the site's cultural resources do not meet the definition of a "unique archaeological resource."^{Error! Bookmark not defined.} Based on the data and analyses presented by Windmiller and Osanna, the AOC concluded that the cultural resource impacts discussed in sections 4.05.1 and 4.05.2 are less than significant and do not require mitigation measures. However, in response to the commission's comment, the AOC has modified the project description (Section 2.3) to include language related to CEQA Guidelines §15064.5(f). Although the AOC has no knowledge that there are any additional unidentified cultural resources on the proposed courthouse site, the AOC will require its contractor to make provisions for discovery of subsurface cultural resources that appear to meet the definition of a "unique archaeological resource." Sections 11.0 and 2.3 show these changes.

Comment: In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American, with knowledge in cultural resources, should monitor all ground-disturbing activities. Lead agencies should include in their mitigation plan provisions for the disposition of recovered artifacts, in consultation with culturally affiliated Native Americans.

As noted in section 10.1.4, the AOC has concluded that the site's cultural resources do not meet the definition of a "unique archaeological resource,"^{Error! Bookmark not defined.} and that the cultural resource impacts discussed in sections 4.05.1 and 4.05.2 are less than significant and do not require mitigation measures. Therefore, the AOC does not believe that the site is archaeologically sensitive or that it is necessary to have a certified archaeologist and a culturally affiliated Native American monitor all ground-disturbing activities

Comment: Lead agencies should include provisions for discovery of Native American human remains in their mitigation plan. Health and Safety Code, CEQA §15064.5(e), and Public Resources Code §5097.98 mandates [sic] the process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery.

As noted in section 4.05.4 and its references to other portions of section 4.05, the AOC believes that there is only a remote chance that human remains exist on the site. Section 4.05.4 did state and continues to state that "...if the AOC's contractor encounters human remains, the contractor shall halt work in the area of the discovery and prevent any further disturbance to the area until the Plumas County Coroner determines the origin and disposition of the remains (pursuant to Public Resources Code 5097.98) and conducts appropriate consultation and treatment."

Therefore, the AOC concludes that the project's impact was less than significant for disturbance of any human remains and that there was no need for mitigation measures. Note that this Initial Study changes the reference to California Health and Safety Code from the previous draft's §7505.5 to the correct §7050.5 noted in the Native American Heritage Commission's comment. Also, the previous draft did not state the AOC's conclusion that no mitigation measures are required. Section 11.0 includes these corrections.

Mr. Bob Baiocchi

Comment: My concern is that the new courthouse at Portola is accessible to the disabled. ... When I reviewed part of the CEQA documents for the proposed new courthouse, I could not find that the document disclosed and evaluated the direct, indirect, and cumulative effects to disabled persons and their accessibility [sic] paths of travel to, in, and from the new courthouse...

The Project Description (section 2.3) describes the facilities that the AOC proposes to construct; since the AOC does not propose construction of any facilities outside the project site, the AOC's project will not have any effect on any person's accessibility to the courthouse or any person's accessibility from the courthouse to Portola. Section 4.15, Transportation/Traffic, evaluates traffic impacts and concludes that the project-related traffic impacts will not cause significant traffic increases that could affect access. Section 4.15.3 concludes that the project could create a visibility hazard that could affect those departing the courthouse, but the section includes mitigation that will reduce the impact to a level that is less than significant. Therefore, the AOC concludes that the project will not have indirect effects on accessibility. Since the project has no off-site effects on accessibility, there are no cumulative accessibility effects.

Regarding accessibility in the courthouse, the AOC has modified the Project Description (section 2.3) to state that the project must comply with the State Building Standards Code³ (see section 11.0 for textual changes). California Government Code § 4459(c) indicates that the scope of accessibility regulations in the California Building Standards Code shall not be less than the application and scope of accessibility requirements of the federal Americans with Disabilities Act of 1990 as adopted by the United States Department of Justice.

³ Available at http://www.bsc.ca.gov/title_24.html

Comment: Secondly, I could not find any mitigation measures regarding access for the disabled at the new courthouse.

As stated in Section 10.2.1, the AOC concluded that mitigation measures for the potential traffic hazard described in section 4.15.3 reduce any hazards to a level that is less than significant. Section 10.2.1 states the proposed project must comply with the State Building Standards Code and notes the revised project description. The AOC has concluded that there are no access-related issues that will be potentially significant; therefore, there is no need for mitigation measures.

Comment: ... I would appreciate being allowed by your office to review project descriptions regarding how the facility will provide access for disabled persons. I am not an ADA expert, but I would like to take part to prevent costly post project construction work that would amend deficiencies that were not included in the original design and plan of the new courthouse....

The AOC welcomes interest in the courthouse project, but the AOC has not begun preliminary design activities for the proposed courthouse. The AOC is responsive to the public's need for information about the conduct of business within the judicial branch, and AOC staff members are willing to discuss the project with interested parties. Although the California Public Records Act generally does not apply to the judicial branch,⁴ records maintained by the AOC will be available for inspection by members of the public pursuant to the AOC's "Guidelines for Public Access to Administrative Office of the Courts Records and Information."⁵ The guidelines provide contact information for information requests.

Sheriff/Coroner John Evans, Sierra County Sheriffs Department

Comment: I'm here to represent the interests of the Sheriff's Office in Sierra County. I'm here to find out what kind of impact this new building will have for the Sheriff's Office in terms of inmate transportation and bailiffs services. It sounds like there's not going to be any inmate transportation. So there are no in-custodies that are going to be an issue. Therefore, as far as impacts to the Sherriff's Department, having deputies subpoenaed to come over to testify in court here is an issue. And further bailiff services, who's going to be responsible for courthouse security and security of the courtroom judges? I presume that will be done by the Plumas County Sheriff's Office, being that this is in Plumas County, but I didn't know if there was any expectation that Sierra County will provide any bailiff assistance or security assistance.

Regarding impacts to Sierra County Sheriff's Department operations when deputies must testify at the Portola, the AOC understands that the Sierra Superior Court currently holds all its judicial proceedings in Downieville, and the court uses its Loyaltan facility primarily for family law

⁴ See Gov. Code, §§ 6252(f) and 6261; Cal. Rules of Court, rule 10.802.

⁵ Available at <http://www.courtinfo.ca.gov/pubaccess.htm>

facilitation matters. The AOC believes the following matters are relevant for clarifying potential impacts:

- Since the proposed Portola courthouse will not have holding cells, the AOC believes that Sierra Superior Court will not be modifying its current use of its Downieville facilities for criminal and misdemeanor proceedings that may involve testimony by Sierra Sheriff's Department deputies;
- As stated in the Project Description (section 2.3), the AOC expects that the Sierra Superior Court will utilize the proposed Portola courthouse to provide family and civil court services for Sierra County residents. The AOC presumes that family and civil court services will not generally require testimony of Sierra Sheriff's Department deputies or affect Sierra Sheriff's Department operations; and
- Although the AOC believes that the Plumas Superior Court and Sierra Superior Court have not completed planning for future use of the proposed Portola courthouse, the AOC believes that the Sierra Superior Court may potentially use the Portola facility for traffic-related proceedings in the future. Presumably some of the Sierra Superior Court's Portola courthouse traffic proceeding would require testimony by Sierra Sheriff's department deputies, and the testimony could complicate Sierra Sheriff's Department operations. However, it's speculative for the AOC to project how frequently the Sierra Superior Court will use the proposed Portola courthouse for traffic-related proceedings and how frequently the traffic-related proceedings will affect Sierra Sheriff's Department operations. Also, the Portola court location may be more convenient or equally convenient for some Sheriff Department operations than the current Downieville court location. The Judicial Council and Sierra Superior Court have considered the proposed Portola site to be a convenient location for judicial services for Sierra County residents, and it is likely that Portola may be a convenient location for some Sierra County sheriff staff's attendance at judicial proceedings. Therefore, the AOC concludes that the proposed Portola courthouse will not have a significant impact on Sierra Sheriff's Department operations. As noted in section 11.0 and the revised Table 3, the AOC is changing its evaluation of impacts to Public Services—Police Protection from "No Impact" to "Less Than Significant Impact."

Regarding bailiff services, the AOC understands that the Sierra Superior Court must contract with the sheriffs department to provide services of sheriffs deputies. AOC believes that the Sierra Superior Court has not completed planning for future use of the proposed Portola courthouse, but the AOC believes that the Sierra Superior Court may potentially contract with the Plumas County Sheriff's Office for services at the proposed Portola courthouse, or the court may contract with the Sierra County Sheriff's Department for services in Portola. Since the sheriffs department agrees to provide services to the court, the AOC presumes that the contract indicates that the services do not constitute a significant effect of sheriff's department services.

10.3.2. Comment: I would imagine that if you have overtime-based deputies who want to sign up for it [bailiff services], that would be great, but as for being required for providing bailiff services in Plumas County, right now our staffing is pretty light and we're supplementing or covering the bailiff shift by pulling people off of patrol and there's not somebody in a patrol car and driving around while their doing the bailiff work. These are things that I'm hoping to work out. Whether Sierra County is going to be required or it's going to be optional for us to us to assist. My preference is to assist if requested, but not be required. (Public Services Section 4.13.2)

As stated above in section 10.3.1, the AOC believes that the Sierra Superior Court has not completed planning for future use of the proposed Portola courthouse, but the AOC believes that the Sierra Superior Court may potentially contract with the Plumas County Sheriff's Office for services at the proposed Portola courthouse, or the court may contract with the Sierra County Sheriff's Department for services in Portola. Since the sheriffs department agrees to provide services to the court, the AOC presumes that the contract indicates that the services do not constitute a significant effect on sheriff's department services.

10.3.3. Comment: Is there a plan to have a holding cell? I would imagine there are going to be occasions when people taken directly into custody. It's possible whether they come to show for court that they have no arrest warrant, the deputy sees the person, recognizes them, and makes an arrest and there's people coming into the courtroom. If there's not going to be a holding cell, you might want to consider putting in a cuff rail in a secure location or a location out of the way so that at least a deputy could make an arrest and handcuff them to this railing and afford some level of security until a patrol deputy could come over pick them up and take them to the jail. (Project Description Section 2.3)

As stated in the Project Description (section 2.3), the proposed courthouse will not have secured in-custody holding facilities. Regarding potential installation of a cuff rail in a secure location, the AOC has not begun any for the proposed Portola courthouse. The AOC will consult with the Sierra County Sheriffs Department and the Plumas County Sheriffs Department when the AOC begins preliminary design activities.

LASSEN COUNTY

TEHAMA COUNTY

CHESTER

Almanor Lake

Honey Lake

50 Mile Radius of Portola

GREENVILLE

25 Mile Radius of Portola

10 Mile Radius of Portola

QUINCY

Davis Lake

PLUMAS COUNTY

PORTOLA

VINTON

BLAIRSDEN

CALPINE

LOYALTON

BUTTE COUNTY

SIERRA COUNTY

Yuba Pass
6701 ft

SIERRAVILLE

DOWNIEVILLE

Oroville Lake

Stampede Reservoir

YUBA COUNTY

NEVADA COUNTY

STATE OF NEVADA

