CALL TO ORDER: Welcome to the Three Rivers Levee Improvement Authority (TRLIA) meeting. As a courtesy to others, please turn off cell phones or other electronic devices which might disrupt the meeting. Thank you.

I  ROLL CALL – Directors Atwal, Brown, Lofton, Ritchie, Vasquez

II PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern within the jurisdiction of TRLIA which is not on today’s agenda. The total amount of time allotted shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time, speakers are requested to fill out a “Request to Speak” card and submit it to the secretary.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

A. Approve minutes of the meeting of March 21, 2017.

IV ACTION ITEMS

A. Adopt resolution approving agricultural lease agreement with Knights Grapevine Nursery, and authorize Executive Director to negotiate final terms and execute lease.

B. Approve expenditure of $1,700 per person for board members, and Executive Director choosing to attend annual Flood Management Association conference September 5-8, 2017 held in Long Beach, California.

V CLOSED SESSION: Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Kelly Pope/Paul Brunner/Brenda Schimpf. Negotiation: Price and terms of payment for the following properties:

A) APN 018-180-072 and 073 Sanders
B) APN 018-180-074 Clift
C) APN 018-180-070 and 079 Ludwick
D) APN 018-180-066 and 078 Gallier
E) APN 018-170-002 Robinson
F) APN 017-170-012 and 016 Fahy
G) APN 017-170-014 Precast Concrete
H) APN 018-180-080 and 082 Wilbur
I) APN 018-150-035 Barker
K) APN 018-180-085 Nunes

VI BOARD AND STAFF MEMBER REPORTS

VII ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.trlia.org. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
MARCH 21, 2017
MINUTES

Call to order 3:03 p.m. with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Doug Lofton, Edward Ritchie, and Andy Vasquez. Also present were Executive Director Paul Brunner, Counsel Andrea Clark, and Secretary/Clerk of the Board of Supervisors Donna Stottlemyer. Chair Brown presided.


II PUBLIC COMMUNICATIONS: None.

III CONSENT AGENDA: Matters listed are considered to be routine and can be enacted by one motion.

   MOTION: Move to approve    MOVED: Andy Vasquez    SECOND: Doug Lofton
   AYES: Rick Brown, Doug Lofton, Edward Ritchie, Andy Vasquez
   NOES: None    ABSTAIN: None    ABSENT: Sarbdeep Atwal

A. Approve minutes of the meeting of February 28, 2017. Approved.

IV ACTION ITEMS

A. Approve Amendment No. 7 in the amount of $2,720,000 with ENGEO Incorporated for addition engineering services for Goldfields 200-Year Project Design and authorize Executor Director to execute upon review and approval of Counsel. Executive Director Paul Brunner recapped the agreement and responded to inquiries.

   Director Atwal joined the meeting at 3:06 p.m.

   Mr. Mark Gilbert, ENGEO, responded to inquiries.

   MOTION: Move to approve    MOVED: Doug Lofton    SECOND: Andy Vasquez
   AYES: Sarbdeep Atwal, Rick Brown, Doug Lofton, Edward Ritchie, Andy Vasquez
   NOES: None    ABSTAIN: None    ABSENT: None

B. Approve Letter of Agreement which transfers property to Reclamation District 784 in exchange for Maintenance Corridor Easement and authorize Executor Director to execute letter and exchange. Executive Director Paul Brunner recapped location, land exchange, and responded to inquiries.

   MOTION: Move to approve    MOVED: Sarbdeep Atwal    SECOND: Edward Ritchie
   AYES: Sarbdeep Atwal, Rick Brown, Doug Lofton, Edward Ritchie, Andy Vasquez
   NOES: None    ABSTAIN: None    ABSENT: None

V CLOSED SESSION: The Board retired into closed session at 3:19 p.m. and returned at 4:05 p.m. There was no report.
Conference with Real Property Negotiators pursuant to Government Code §54956.8 - Negotiating Parties: TRLIA/Kelly Pope/Paul Brunner/Brenda Schimpf. Negotiation: Price and terms of Payment for the following properties:

A) APN 018-180-072 and 073 Sanders  
B) APN 018-180-074 Clift  
C) APN 018-180-070 and 079 Ludwick  
D) APN 018-180-066 and 078 Gallier  
E) APN 018-170-002 Robinson  
F) APN 017-170-012 and 016 Fahy  
G) APN 017-170-014 Precast Concrete  
H) APN 018-180-080 and 082 Wilbur  
I) APN 018-150-035 Barker  

VI BOARD AND STAFF MEMBER REPORTS

Executive Director Paul Brunner:  
- Update on Sohal property and compensation of $14,000  
- Country Club entrance has been closed due to high water and damage and will not open until repaired for safety  
- Sign design listen to tape  
- Issue noticed to proceed for Western Pacific Interceptor Canal  
- 2017 Flood Management Conference September 5-8, 2017, Long Beach  
- Federal credits allowed for work to be done in City of Marysville levees

VII ADJOURN: 4:17 p.m.

____________________________________
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS  
AND SECRETARY OF THE PUBLIC AUTHORITY

____________________________________
Approved: ____________________________
TO: Three Rivers Levee Improvement Authority Board  
FROM: Paul Brunner, Executive Director  
SUBJECT: Approve Agricultural Lease Agreement with Knights Grapevine Nursery

**Recommended Action**

Approve Attached Resolution by the Board of Directors of Three Rivers Levee Improvement Authority Approving Agricultural Lease Agreement with Knights Grapevine Nursery, and Delegating Authority to Executive Director to Negotiate Final Terms and Execute Agricultural Lease.

**Background**

In 2010, using eminent domain, the Three Rivers Levee Improvement Authority (“TRLIA”) completed the fee title acquisition of approximately 56.29 acres of real property (former Assessor’s Parcel Nos. 013-010-010, 013-010-034, and 013-010-035), located on the north and south side of Murphy Road and west of Feather River Boulevard in Marysville, California from Danna Investment Company (the “Danna Property”). TRLIA acquired the property for the purpose of installing and constructing the Three Rivers Phase 4 Feather River Setback levee and expanded floodway (the “Project”).

Prior to Project construction, the Danna Property was on the land side of the previously existing levee, and was improved by a single family residence and prune trees. With Project construction completed, the Danna Property acquired by TRLIA is now on the waterside of the new Setback Levee. The portion of the Danna Property at issue is not currently used.

Recently, Eckhard Kaesekamp on behalf of Knights Grapevine Nursery (“Nursery”) approached TRLIA’s Executive Director about entering into an agricultural lease with TRLIA for the cultivation of wine grapes on approximately 26.349 acres of the Danna Property, APN 013-010-055. The key terms and conditions of the proposed lease are as follows: the property will be leased to the Nursery for cultivation of wine grapes for a term of 2 years; the lease may be terminated by TRLIA at any time on 60 days’ notice; the lease is nonrenewable; and the rent will be $500 per acre per year, for a total yearly rental amount of $13,175.

The Nursery is the only person or entity that has expressed an interest in leasing the Danna Property with a limited term lease.
Discussion

The California Government Code (Sections 25526 to 25535) generally requires TRLIA to go through a public bidding process in order to lease property. However, there are exceptions to the public bidding requirements. One of those exceptions is set forth in Government Code section 25537.

Section 25537(b) authorizes TRLIA to lease its real property to third parties without a public bidding process where all of the following requirements are met:

- the actual monthly rental in the executed lease does not exceed a dollar limit that may be established by ordinance of the board, or, if no ordinance is adopted, does not exceed ten thousand dollars ($10,000);
- the term of the executed lease does not exceed 10 years; and
- the lease is not renewable.

Section 25537(b) further requires that notice of the lease be given pursuant to Government Code section 6061, posted in the office of the County Clerk. If the lease involves residential property, notice must also be given to housing sponsors (as defined by section 50074 and 50074.5 of the California Health and Safety Code). The notice shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where the lease will be executed, and any county officer authorized to execute the lease.

The agricultural lease with the Nursery attached to the proposed Resolution meets all of the requirements of Government Code section 25537(b) because the monthly rent will not exceed $10,000, the term of the lease will not exceed 10 years, and the lease is not renewable. It is anticipated that ownership of the Danna Property may be transferred from TRLIA to the Sacramento and San Joaquin Drainage District (the “Board”), acting by and through the Central Valley Flood Protection Board, during the term of the proposed lease. It is for this reason that the term of the lease is only 2 years, and may be terminated by TRLIA at any time on 60 days’ notice.

It is appropriate to follow the procedures set forth in section 25537(b) because the rental value of the Danna Property is very low, and does not in staff’s estimation justify the time and expense of a public bidding process. This property has already sat fallow for years, and the Nursery is the only individual or entity that has expressed an interest in leasing the Danna Property with a limited lease term in that time.

In order to put the land back to productive use, staff recommends that the Board approve the agricultural lease with the Nursery, and authorize the Executive Director to negotiate final terms, and sign the lease on TRLIA’s behalf. TRLIA has already provided notice of the lease as required by Government Code sections 6061 and 25537(b).

Fiscal Impact

The rental amount in the proposed Agricultural Lease is $13,175 per year.

Attachments: Proposed Resolution.
RESOLUTION NO. 2017-__

A RESOLUTION BY THE BOARD OF DIRECTORS OF
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
APPROVING AGRICULTURAL LEASE WITH KNIGHTS GRAPEVINE NURSERY,
AND DELEGATING AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE
FINAL TERMS AND EXECUTE AGRICULTURAL LEASE

WHEREAS, Three Rivers Levee Improvement Authority (“TRLIA”) is the owner
of approximately 26.349 acres of real property located north of Murphy Road and west of
Feather River Boulevard in Marysville, California (Assessor’s Parcel No. 013-010-055)
(the “Property”). The Property is more particularly described in the Agricultural Lease
attached as Exhibit A hereto and incorporated herein by reference; and

WHEREAS, TRLIA acquired the Property for the purpose of installing and
constructing the Three Rivers Phase 4 Levee Repair Project (the “Project”); and

WHEREAS, prior to Project construction, the Property was on the landside of the
previously existing levee; and

WHEREAS, now that Project construction is completed, the Property is on the
waterside of the new Setback Levee; and

WHEREAS, Knights Grapevine Nursery has offered to lease the Property under
terms that are acceptable to TRLIA.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Three Rivers Levee Improvement Authority hereby
approves the Agricultural Lease attached as Exhibit A hereto.

2. The Board hereby authorizes and directs the Executive Director to negotiate final
terms for the Agricultural Lease attached as Exhibit A hereto, and to execute the
Agricultural Lease attached as Exhibit A hereto.

PASSED AND ADOPTED this _______ day of __________, 2017, by the Board of
Directors of Three Rivers Levee Improvement Authority by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
Chairperson

ATTEST: DONNA STOTLLEMEYER,
CLERK OF THE BOARD

APPROVED AS TO FORM: GENERAL COUNSEL
ANDREA CLARK

[Signature]

Andrea P. Clark
AGRICULTURAL LEASE

1. Parties. This Lease (hereinafter, “Lease”), dated for reference purposes only ______________, 2017 is made by and between Three Rivers Levee Improvement Authority, a joint powers agency of the State of California (“Landlord”) and Knights Grapevine Nursery (“Tenant”).

2. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, and upon all of the conditions set forth herein, that certain real property located in the County of Yuba (the “County”), State of California (the “State”), consisting of 26.349 acres, more or less, of Assessor’s Parcel Number 013-010-055 and more particularly described on Exhibit A (the “Premises”).

3. Term. The term of this Lease shall commence upon May 1, 2017 and terminate on December 31, 2018. The term of this Lease shall be non-renewable. Notwithstanding the foregoing, Landlord may terminate this Lease at any time on 60 days notice if Landlord finds it necessary to do so, including but not limited to by reason of Landlord’s transfer of the Premises to the State of California, or Landlord’s need to comply with any federal or state requirements.

4. Rent. As rent for the Premises, Tenant hereby agrees to pay Landlord the sum of $500 per acre per year, for a total yearly rental amount of $13,175 (“Rent”). The Rent is payable in two installments per year of $6,587.5 each. The first installment is due on May 1, and the second installment is due December 1.

5. Use.

5.1. Use. The Premises shall be used and occupied for cultivation of wine grapes. Any other use of the Premises is prohibited. All crops must be harvested by the end of the Lease term. Tenant waives the provisions of Section 1932 and 1933 (4) of the Civil Code of California. Multiple year crops which produce beyond the term of this Lease, are planted at the sole risk and responsibility of Tenant and such planting does not convey any right of Tenant or responsibility of Landlord to extension of this Lease beyond the Lease expiration or termination date or any right to compensation for any multiple year crops which produce beyond the term of the Lease or after Lease termination. Landlord shall not be held accountable to Tenant for any crops harvested by Landlord or third parties beyond the term of this Lease or the termination of the Lease.

5.2. Compliance with Law. Tenant shall, at Tenant’s expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5.3. Flood Plain. Tenant acknowledges that the Premises is in a flood plain and subject to flooding. Tenant assumes all risk that the Premises may flood during the term of this Lease.
5.4. **No Warranty of Suitability of the Soil.** Landlord does not warrant suitability of the soil for growing authorized crops, nor the absence of deleterious organisms or chemicals in the soil.

5.5. **Water Availability.** For the Lease Term, Tenant shall have the right to use the well located on Landlord’s property adjacent to the Premises (“Well”) for its cultivation of wine grapes on the Premises. Landlord shall have no obligation to repair or maintain the Well. Tenant, at Tenant’s sole cost, shall be responsible for any repair or maintenance of the Well as necessary to support Tenant’s use of the Well, including but not limited to providing piping from the Well to the Premises, and if necessary, replacing the Well pump and/or Well plumbing. It is understood and agreed by the parties that Landlord does not guarantee the availability, quality or quantity of water on the Premises.

6. **Lease Subject to Existing Rights of Others.** This Lease is subject to all existing and future easements, servitudes, licenses and rights-of-way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines and other purposes, whether recorded or not. Landlord makes no warranty of title to the Premises.

7. **Maintenance, Repairs and Alterations.**

7.1. **Tenant’s Obligations.** Tenant, at Tenant’s sole cost, shall keep the Premises in good order and condition during the term of this Lease. All operations incident to this use of the Premises shall be carried out according to the best course of agricultural practices in the vicinity. On default of Tenant to use the Premises as required by this Lease, Landlord reserves the right, after having given 10 days’ notice, to take reasonably necessary remedial measures at the expense of Tenant, for which Tenant shall reimburse Landlord on demand. Tenant will make reasonably diligent efforts to prevent the spread of all noxious weeds on the Premises and will take commercially reasonable measures in accordance with customary good farming practices to protect the Premises from infestations of pests. Tenant will make reasonably diligent efforts to prevent infestations of organisms that may produce disease in crops grown on the Premises during and after the term of this Lease.

7.2. **Surrender.** On the last day of the term of this Lease, or on any sooner termination, Tenant shall surrender the Premises to Landlord in reasonably the same condition as when received. Tenant shall remove any of Tenant’s own equipment or any equipment placed by Tenant on the Premises but not any wells or pumps.

7.3. **Landlord’s Obligations.** Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord’s expense or to terminate this Lease because of Landlord’s failure to keep the Premises in good order, condition and repair.

7.4. **Alterations and Additions.**

(a) Tenant shall not make any alterations, improvements or additions on or about the Premises, except for that which is required for the agricultural use of the Premises.
(b) Tenant agrees that in no event shall Landlord be required to perform any maintenance on or make improvements, repairs or alterations to the Premises of any nature whatsoever, or to pay or reimburse Tenant for any part of the cost thereof.

8. **Environmental Matters.**

8.1. **Compliance with Environmental Requirements.** Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, permits and orders issued in relation thereto, which are designed to protect public health and safety, worker health and safety, or the environment, including, but not limited to, management of hazardous materials and/or hazardous waste (collectively referred to hereinafter as “Environmental Requirements”). For this purpose, “management” includes, but is not limited to, use, storage, handling and transportation. Tenant expressly agrees not to store hazardous waste on the Premises, treat hazardous waste on the Premises or dispose of, or bury any waste, including hazardous waste, on the Premises.

8.2. **Handling of Pesticides and Fertilizer.** Tenant expressly agrees to use and handle pesticides and fertilizers in compliance with all Environmental Requirements which are designed to regulate pesticides and fertilizers, including, but not limited to, requirements pertaining to re-entry or pre-harvest intervals. No poison, herbicide, or pesticide other than those approved by the United States Department of Agriculture and by the California Department of Agriculture shall be applied to the Premises or crops growing thereon. The use of the pesticide aldicarb (also known as Temik) is prohibited. Landlord reserves the right to prohibit the application of a listed pesticide, fertilizer, or soil amendment, but not without recommending an effective and suitable replacement. No soil sterilant or semi-sterilant, experimental poisons, herbicides, pesticides, fertilizers, or other foreign chemical or substance shall be applied to the Premises, or the crops growing thereon, without the prior written consent of Landlord. No pesticide or agricultural chemical shall be used by Tenant if it results in a plant-back restriction or other provision which would place any limitation on the use of the Premises which extend beyond the term of the Lease without the prior written consent of Landlord. The use of pesticides should be minimized. Tenant shall provide Landlord a copy of Tenant’s County Pesticide Permit prior to planting each crop year. Tenant agrees to keep true and correct records of the time, place, and all other information and data pertaining to the quantity, kind, use, and method of application of any poison, herbicide, pesticide, fertilizer, or other foreign chemical or substance and to furnish Landlord true and correct copies thereof upon demand.

8.3. **Contamination.** Tenant expressly agrees, at all times and in all respects, to comply with all federal, state and local laws, regulations, ordinances, other requirements, and permits and orders issued in relation thereto which concern any contamination, release, pollution, nuisance or waste, whether toxic or nontoxic chemical or biological, which may result from Tenant’s operation on, and use of, the Premises during the term of this Lease, whether created or maintained by Tenant, its agents, servants or employees, or whether Tenant assists in the creation or maintenance thereof.

9. **Insurance.**

9.1. **Liability Insurance.** Tenant shall, at Tenant’s expense, obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and
Property Damage insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant to the Premises. Such insurance shall be a combined single limit policy in an amount not less than $1 Million per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of this Paragraph 9. The limits of such insurance shall not, however, limit the liability of Tenant under this Lease. Landlord shall be an additional named insured on the policy of insurance.

9.2. Insurance Policies. Insurance required hereunder shall be in companies holding a “General Policyholders Rating” of at least “A-VIP” in the most current issue of “Best’s Insurance Guide”. At Landlord’s request, Tenant shall deliver to the Landlord copies of policies of such insurance or certificates evidencing the existence and amount of such insurance with loss payable clauses as required by this Paragraph 9 concurrently with the execution and delivery of this Lease. No such policy shall be subject to cancellation or reduction of coverage or other modification except after 30 days’ prior written notice to Landlord. Tenant shall not do or permit to be done anything which shall invalidate the insurance policy referred to in this Paragraph 9. Should Tenant fail to maintain the insurance coverage required by this Lease, Landlord shall make demand upon Tenant to cure such default and if it is not cured within 15 days of notice thereof, then Landlord may purchase such coverage and charge Tenant for the costs incurred by Landlord and Tenant shall reimburse Landlord for such costs within 30 days.

9.3. Indemnity. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims arising from Tenant’s use of the Premises, or from the conduct of Tenant’s business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further defend, indemnify and hold harmless Landlord from and against any and all claims arising from the failure of Tenant to perform any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant’s agents, contractors, or employees, and from and against all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant’s expense by counsel reasonably satisfactory to Landlord.

10. Real Property Taxes.

10.1. Payment of Taxes. Tenant shall pay the real property tax applicable to the Premises, assessments or charges that may be levied upon the interests in this Lease. Tenant understands that this Lease may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest assessed against the Premises during the term of this Lease.

10.2. Personal Property Taxes.

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant shall cause such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.
(b) If any of Tenant’s personal property shall be assessed with Landlord’s real property, Tenant shall pay Landlord the taxes attributable to Tenant within 30 days after receipt of a written statement setting forth the taxes applicable to Tenant’s property.

11. **Utilities.** Tenant shall pay for power, telephone or other utilities provided to the Premises at Tenant’s request or for Tenant’s use. Landlord shall pay for power as necessary to operate the Well.

12. **Subletting and Assignment.**

12.1. **Sublease.** Tenant may not sublease the Premises, without Landlord’s prior written consent, which Landlord may withhold in Landlord’s sole discretion.

12.2. **Assignment.** Tenant may not assign this Lease, in whole or in part, without Landlord’s prior written consent, which Landlord may withhold in Landlord’s sole discretion.

13. **Defaults; Remedies.**

13.1. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant.

(a) The vacating or abandonment of the Premises by Tenant. Notwithstanding the forgoing, Tenant’s failure to farm the Premises or allow some or all field to lie fallow to comply with governmental programs, due to uneconomic conditions for growing crops or good agricultural practices shall not be deemed vacating or abandoning the Premises, provided that Tenant maintains such fallow ground in accordance with the provisions of Paragraph 7.1 with respect to weeds.

(b) The failure by Tenant to make any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five days after written notice thereof from Landlord to Tenant.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice of the default from Landlord to Tenant; provided, however, that if the nature of Tenant’s default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant becomes a “debtor” as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the petition is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant’s assets located at the Premises or of
13. Remedies. In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. If Landlord shall elect to terminate this Lease, then Landlord may recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant’s failure to perform Tenant’s obligation under this Lease or which in the ordinary course of things would be likely to result from such failure.

13.2. Remedies. In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. If Landlord shall elect to terminate this Lease, then Landlord may recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant’s failure to perform Tenant’s obligation under this Lease or which in the ordinary course of things would be likely to result from such failure.

13.3. Re-entry. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Paragraph 13.3 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction.

13.4. Cumulative Rights. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in the waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord’s consent or approval shall not be deemed to waive or render unnecessary Landlord’s consent or approval to or of any subsequent similar acts by Tenant.

13.5. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord’s obligation is such that more than 30 days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

14. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Lease.

15. Interest on Past-due Obligations. Except as expressly provided in this Lease, any amount due to Landlord not paid when due shall bear interest at the maximum rate
than allowable by law from the date on which Landlord delivers notice to Tenant of late payment. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

16. **Time of Essence.** Time is of the essence.

17. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned in this Lease. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that Landlord and any employees and or agents of any of such persons have not made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises and Tenant acknowledges that Tenant shall materially comply with all applicable laws and shall be responsible for the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

18. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by certified mail or overnight delivery by a nationally recognized, reputable delivery service (e.g., Federal Express, UPS, etc.), and if given personally or by mail, shall be deemed sufficiently given if addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time designate by notice to Tenant.

19. **Waivers.** No waiver by Landlord of any provision of this Lease shall be deemed a waiver of any other provision of this Lease or of any subsequent breach by Tenant of the same or any other provision. Landlord’s consent to, or approval of, any act shall not be deemed to render necessary the obtaining of Landlord’s consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent.

20. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21. **Covenants and Conditions.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

22. **Succession and Choice of Law.** Subject to any provisions of this Lease restricting assignment or subletting by Tenant and subject to the provisions of Paragraph 12,
this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

23. **No Encumbrance.** Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises.

24. **Attorney’s Fees.** If either party herein brings an action to enforce the terms of this Lease or declare rights under this Lease, the prevailing party in any action, on trial or appeal, shall be entitled to such party’s reasonable attorney’s fees to be paid by the losing party as fixed by the court.

25. **Landlord’s Access.** Landlord and Landlord’s agents shall have the right to enter on the Premises at reasonable times for any reasonable purpose. Landlord shall indemnify and hold Tenant harmless from all liability relating to such entry, except for liability which results from Tenant’s negligence or willful acts.

26. **Signs.** Except for signs which relate to agriculture products actually used by Tenant on the Premises, Tenant shall not place any sign upon the Premises without Landlord’s prior written consent which consent shall not be unreasonably withheld. Landlord shall be allowed to place such signs upon the Premises as Landlord may from time to time desire.

27. **Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

28. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions of this Lease, the party against whom the obligation to pay the money is asserted shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of such party to pay such sum or any part thereof, such party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

29. **Waiver of California Code Sections.** Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, Civil Code Sections 1932(1), 1941 and 1942 with respect to Landlord’s repair duties and Tenant’s right of repair, and Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises for public or quasi-public use by statute, by right of eminent domain, or by purchase in lieu of
eminent domain, and any right of redemption or reinstatement of Tenant under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473, 1174(c) and 1179 and Civil Code Section 3275) if Tenant is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution to the statutes specified herein, and this waiver shall apply even though Tenant may be the subject of a voluntary or involuntary petition in bankruptcy.

30. Waste. Tenant shall not commit, or permit others to commit, on the Premises waste, or nuisance, or any other act that could disturb the quiet enjoyment of Landlord on adjacent property.

31. No Relocation Benefits. Tenant acknowledges the following: Tenant commenced occupancy of the Premises after Landlord acquired possession to it, Landlord acquired the Premises for a public project (the Feather River Levee Improvement Project), Tenant may be required to vacate the Premises to allow construction of the public project, and Tenant is not entitled to receive any payments under either the State or the Federal Uniform Relocation Assistance Act. (Cal. Gov’t Code §§ 7260, et seq.; 42 U.S.C. §§ 4601, et seq.)

32. Cropping Programs and Agreements. Tenant shall not, without prior written consent of Landlord, enter into any soil conservation, Federal farm program or cropping agreement affecting the Premises, irrespective of whether such agreement shall be proposed or submitted under or in compliance with any Federal, state, county, or municipal law, or by private arrangement. Tenant shall, upon written request of Landlord, enter into and execute any and all such soil conservation, Federal farm program or cropping agreements affecting the Premises. If any Federal or state programs regulating crop acreage or crop production are imposed during the term of this Lease, the acreage or production rights resulting from said program, as applied to the Premises, shall remain with and inure to the benefit of the Landlord.

33. Ownership of Facilities. Upon expiration of this Lease, or sooner termination, any and all irrigation facilities upon the Premises, including but not limited to any wells, pumps, electric motors, pipelines, valves, and water gates, but excepting portable sprinkler irrigation facilities and tail water pumps provided by Tenant, shall become the property of the Landlord free of cost to Landlord. Ownership and removal of facilities or improvements placed on Premises with prior written approval of Landlords shall be as stated in the written approval. All other facilities or improvements placed on the Premises by Tenant which are required to comply with generally recommended farming practices shall become the property of Tenant so long as this Lease is in effect and shall be removed by Tenant upon termination of this Lease.
LANDLORD

Three Rivers Levee Approval Authority

Date: ____________________________  By: ____________________________

Paul G. Brunner,
Executive Director

TENANT

Knights Grapevine Nursery

Date: ____________________________  By: ____________________________
April 18th, 2017

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Authorize Travel and Travel Expense for TRLIA Board Members and TRLIA Executive Director to Attend Annual FMA Conference

RECOMMENDED ACTION:
Approve an amount of $1,700 each for TRLIA Board Members and Executive Director wishing to attend the annual FMA Conference to be held September 5 – 8th at the Hyatt Regency in Long Beach, CA at 200 South Pine Ave., Long Beach, CA 90802.

DISCUSSION:
The Annual FMA Conference will bring together over 600 floodplain professionals to discuss adaptive strategies for implementing changing federal regulations affecting projects in the floodplain. The link for more details as they become available: http://floodplain.org/annual-conference.

The conference provides an excellent forum to learn from fellow flood control professionals and share the outstanding work that has been accomplished by TRLIA and its partners (Yuba County, RD 784, YCWA, and DWR) to a wide spectrum of professionals.

FISCAL IMPACT:
The cost of attending this conference is included in the TRLIA FY 17/18 Budget. Airfare for each person from Sacramento is currently running around $400 roundtrip to Long Beach Airport (LGB), and the Hyatt Hotel special priced rooms and FMA conference fee costs are approximately $1,200 p.p. Any person who plans on attending must be registered prior to June 1, 2017 in order to receive this special early bird pricing for the hotel room and conference fees.