

FIRST AMENDMENT TO AGRICULTURAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into the ____ day of _____, 2012 ("Effective Date") by and between the Three Rivers Levee Improvement Authority, a joint powers agency, hereinafter known as AUTHORITY, and SATINDER N. DAVIT AND RAJEEV K. DAVIT, hereinafter known as LESSEE, whose address is 851 Murray Court, Yuba City, California.

RECITALS

WHEREAS, AUTHORITY and LESSEE entered into an agricultural lease agreement on October 21, 2009 ("Lease"); and

WHEREAS, AUTHORITY and LESSEE desire to amend the Lease;

NOW, THEREFORE, AUTHORITY and LESSEE agree as follows:

AGREEMENT

1. Section 16 of the Lease is hereby deleted and replaced with the following:

"16) Successors to Lease: It is understood that title to the Property will be eventually transferred to the Sacramento and San Joaquin Drainage District (the "Board"), acting by and through the Central Valley Flood Protection Board and, along with title, all rights and obligations under this Lease will transfer to the Board. The terms and obligations contained in this Lease shall bind and inure to the benefit of the representatives, assigns and successors in interest of the parties hereto. In the event of any transfer of AUTHORITY's title or interest to the Property, AUTHORITY (and in case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability as respects AUTHORITY's obligations thereafter to be performed, provided that any funds in the hands of AUTHORITY or the then grantor at the time of such transfer, in which LESSEE has an interest, shall be delivered to the grantee."

2. Section 14 of the Lease is hereby amended to replace all references to AUTHORITY with "AUTHORITY and/or the Sacramento and San Joaquin Drainage District (the "Board"), acting by through the Central Valley Flood Protection Board."

3. Exhibit A to the Lease is hereby amended and replaced with Exhibit A attached hereto.

4. Exhibit C to the Lease is hereby amended and replaced with Exhibit C attached hereto.

5. All other terms and conditions contained in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows:

AUTHORITY

LESSEE

Date: 6-15-2012

Date: 6-12-12

By: Paul G. Brunner
Paul G. Brunner, Executive Director

By: Satinder Davel
Rajesh Davel

as directed by Resolution No. 07-01
dated February 6, 2007.

EXHIBIT A

Description of Property

Exhibit 'A'

APN 013-010-050

AGRICULTURAL LEASE

All that Real property situated in the County of Yuba, State of California, being a portion of the Real property conveyed by the Final Order of Condemnation to Three Rivers Levee Improvement Authority, recorded in Document No. 2010R-001871, Official Records of said County and State, hereinafter referred to as "TRLIA property", and lying within a Lots 11, 12B, 13 and 14, Block 12, and Lot 15, Block 11, as shown upon that certain map entitled "Farmland Colony No. 1", filed in the Office of the Recorder in said County and State in Book 1 of maps at Page 23, situated in the West Half of Section 12 Township 14 North, Range 3 East of the Mount Diablo Base and Meridian, being more particularly described as follows:

All that portion of said "TRLIA property" lying Westerly of the following described line:

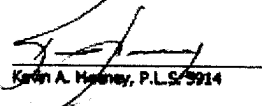
Commencing at an Iron Pipe marking the Northwest corner of Parcel 5 of Parcel Map 80-65, filed in the Office of said Recorder in Book 36 of Maps, Page 28; Thence along the Westerly line of said Parcel 5 South 00°15'56" East 699.74 feet to the Northeast corner of said "TRLIA property"; thence along the North line of said "TRLIA property", South 89°46'26" West, 193.37 feet to the Point of Beginning of said line; thence leaving said North line, South 09°43'59" West, 651.20 feet; thence South 15°20'46" West, 1389.49 feet, more or less to the South line of said "TRLIA property" and the Southerly terminus of said line, containing an area of 86.41 acres, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of description

The Basis of Bearings for this description is the California Coordinate System Zone 2.

This description has been prepared by me or under my direct supervision.


Kevin A. Hainey, P.L.S./9914

ck hainey
Dated



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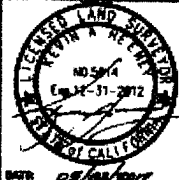
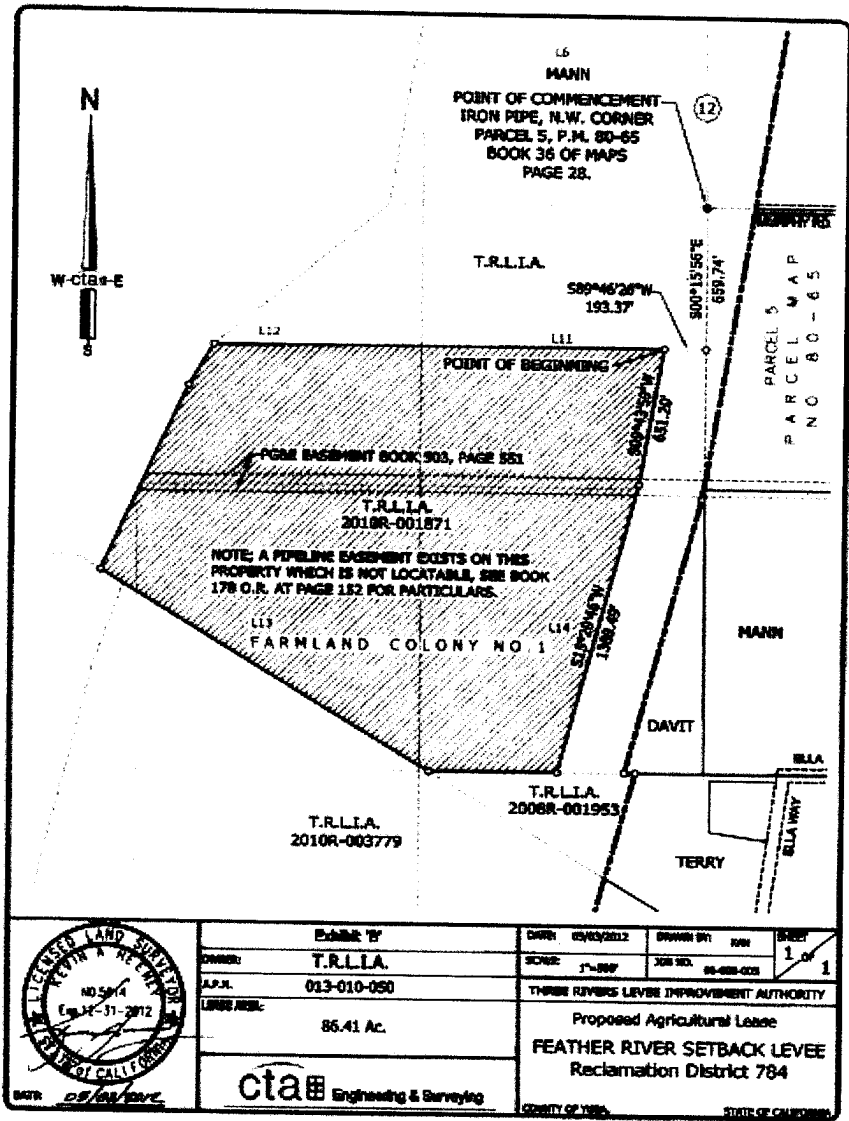


Exhibit B T.R.L.I.A.	DATE: 05/03/2012 SCALE: 1"=200' SHEET: 1 of 1
A.P.N.: 013-010-080 AREA: 86.41 Ac.	DRAWN BY: JRM JOB NO.: 80-088-005 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Proposed Agricultural Lease FEATHER RIVER SETBACK LEVEE Reclamation District 784
cta Engineering & Surveying	COUNTY OF YUBA, STATE OF CALIFORNIA

EXHIBIT B

Definitions

EXPECTED ADJUSTED GROSS INCOME: The projected fair market value of the crops at the expected time of selling such crops, less the projected prevailing industry charges for the continued cultivating, harvesting, processing, packing and marketing of such crops. This amount shall be determined by TRLIA in consultation with Property Owners. The projected fair market value of the crops at the expected time of marketing shall take into account any projected crop losses prior to sale due to mishandling, pests, weather, tree loss, or other causes. The projected charges shall not include any costs already borne by the Property Owners with respect to such crops.

EXHIBIT C

Inventory

ITEM	DESCRIPTION	QUANTITY
Motor	30 H.P. Electric	1