

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
Department of Public Utilities
5607 W. Jensen Avenue
Fresno, CA 93706
Attention: Manager

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Lease and Agreement is recorded at the request and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF FRESNO

By: [_____]
Name: [_____]
Title: [_____]

CITY OF FRESNO, a municipal corporation

LEASE AGREEMENT

**FOR AGRICULTURAL PROPERTY AT THE
REGIONAL WASTEWATER RECLAMATION FACILITY**

Between

CITY OF FRESNO, CALIFORNIA

And

Brad Weis

5607 West Jensen Avenue, Fresno, CA

APN:

327-021-05T (Portion of)

327-021-04t (Portion of)

327-021-45T (Portion of)

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THIS LEASE AGREEMENT (Lease), made and entered into effective as of the _____, 2021 (Effective Date), by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation, (Lessor) and Brad Weis, (Lessee).

WITNESSETH

WHEREAS, Lessor owns and operates a municipal wastewater facility which received and processed winery stillage until December 31, 2003, pursuant to a regulatory permit granted by the California Regional Water Quality Control Board (CRWQCB); and

WHEREAS, the Lessor has ownership of Winery Stillage Beds located at 5607 West Jensen Avenue, Fresno, CA 93706; and

WHEREAS, part of such property contains 125 acres, consisting of four sections in close proximity to each other, as more specifically described in Exhibit "A", attached hereto and incorporated herein (collectively hereinafter the "Leased Premises") acquired by the Lessor for the disposal of winery stillage processed by the Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF); and

WHEREAS, the CRWQCB requires the Lessor to remove excess nutrients left by application of winery stillage that occurred until December 2003 by planting and harvesting crops; and

WHEREAS, the Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Leased Premises solely for Lessee's use in growing hay, alfalfa, forage and the like upon the terms and conditions herein; and

WHEREAS, Lessee desires to avail itself of such agricultural use from the Lessor and the parties desire to enter into this Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS, WHICH RECITALS ARE CONTRACTUAL IN NATURE, THE MUTUAL PROMISES HEREIN

CONTAINED, AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION
HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I
DESCRIPTION OF LEASED PREMISES

A. The Lessor, in consideration of the compensation and the covenants and agreements set forth herein to be kept and performed by Lessee, does hereby lease to Lessee, in "as is" condition and upon the conditions hereinafter set forth all of which Lessee accepts, and Lessee does hereby hire and take from Lessor, the approximate one hundred twenty-five [125] acres, as shown on Exhibit "A" constituting the Leased Premises, together with attendant privileges, rights, uses and interests.

B. Lessee warrants to Lessor that prior to Lessee's execution hereof, Lessee, by means independent of Lessor or any employee, agent or representative of Lessor, determined, to Lessee's full and complete satisfaction, the acceptability of the Leased Premises to Lessee for such uses as are authorized herein, and that Lessee accepts said Leased Premises in an "as is" condition

ARTICLE II
GENERAL PROVISIONS CONCERNING THE MANNER OF USE

A. The Leased Premises shall be used exclusively for cultivating and harvesting Sudan Grass, Sorghum or Sudan-Sorghum hybrid, Silage corn, forage, hay, and/or the like. Lessee shall not change, modify, add, or remove any improvements. All costs, except for water, in the preparation of said land for crops and all expenses in the production and harvesting thereof, and all tools and labor necessary thereof for the production and harvesting of the crops thereon, shall be incurred at the sole cost and expense of Lessee.

B. The Leased Premises are loaded with nitrogen and phosphorous compound as a result of winery stillage application. Lessee expressly agrees and warrants that it shall not apply any fertilizer or soil amendment regardless of whether organic or inorganic, foliar, or land application. Upon Lessor's reasonable request Lessee shall provide any

information/materials necessary for Lessor's continuing compliance with the reporting requirements of CRWQCB Order No. [R5-2018-0080] and any subsequent order(s) issued by the CRWQCB pertaining to the Leased Premises, including without limitation stillage site monitoring.¹ This provision shall survive expiration or termination of this Lease.

C. Lessee shall have the right to use extraction well water from Houghton Canal discharge line for irrigation of the Leased Premises at no cost. The acreage shall be flood irrigated with well water. Lessee shall return all tail water back to the Leased Premises each time during irrigation.

D. Lessee shall farm the Leased Premises according to the best practices in the area and use its best endeavors and skills to operate a clean and efficient business.

E. Lessee shall abide by all legal and regulatory requirements including the requirements of RWRF, requirements of the CRWQCB, and requirements of the California Code of Regulation (CCR) Title 22, as such may be amended from time to time. Without waiver of rights/remedies available to Lessor, Lessee shall reimburse the Lessor for any fines or penalties imposed by any regulatory agencies, and any costs associated with said action, resulting from Lessee's violation of any such legal and regulatory requirements.

F. Lessee shall at all times act in a good farmer like manner and in accordance with the best practices in the area and shall use its best efforts and skills in this regard. Without limiting the foregoing and unless otherwise expressly provided in this Lease, Lessee shall keep down and control the growth of noxious weeds and grasses on the Leased Premises including non-farmable areas, fence lines, and road rights of way, if any, provided that Lessee shall cooperate to keep down and control the growth of noxious weeds and grasses on non-farmable portions of the Leased Premises. Lessee acknowledges that weeds become problematic if not checked. The Lessor, after 15-day notice, will abate those weeds on the Leased Premises at Lessee's expense, including an administration fee.

(1) A copy of CRWQCB Order No. R5-2018-0080 Waste Discharge Requirements for the City of Fresno and Clovis Wastewater Treatment Plant is available from Lessor. A portion of CRWQCB Order No. R5-2018-0080 relating to Stillage Site Monitoring requirements is included in Exhibit "B", attached hereto and incorporated by reference herein.

G. Except to the extent required by good farming practices as consented to in advance by Lessor, Tenant shall not construct improvements upon the Leased Premises or alter, improve, remove trees from or add to the Leased Premises or any existing structure on such Leased Premises.

H. It is anticipated that the Lessee may store bailed crops on the vicinity of Leased Premises for a short time (maximum of two months) and stack them in an orderly manner. Prolonged storage will not be allowed and Lessor will remove such stored items on the Leased Premises at Lessee's expense, including an administration fee.

ARTICLE III MORTGAGE OF CROPS AND TITLE TO IMPROVEMENTS

A. As further consideration for, and in order to secure rights and benefits granted to Lessee hereunder, Lessee agrees to execute agricultural lien and/or financing statement documents upon the reasonable request of Lessor.

B. It is anticipated that Lessee may finance some or all of the growing of crops on the Leased Premises by crop loan. Lessor agrees to subordinate any security interest or lien it may hold with respect to any crops grown on the Leased Premises to third party crop financing.

ARTICLE IV TERM

A. The Initial Term of this Lease shall commence on the Effective Date and end December 31, 2025.

B. Thereafter, and provided Lessee is not then in default hereunder, this Lease shall renew for two (2) renewal terms of one (1) year each upon Lessee's written notice of renewal served on Lessor not later than 90 days prior to expiration of the then current Initial or Renewal Term, subject to Lessor's discretion and/or earlier termination as provided in

this Lease. The Director of Public Utilities or designee is authorized to accept Lessee's notice and to execute all documents necessary to effectuate the renewal.

ARTICLE V
TERMINATION OF LEASE

A. This Lease may be terminated by Lessor at any time by written 30 days' notice, should Lessor determine that (i) any breach of this Lease has occurred as pursuant to Article XV herein; (ii) the public's interest mandates the use of all or part of the Leased Premises by RWRF; or (iii) upon mutual written agreement of the Lessee and Lessor. The Director of Public Utilities or designee is authorized to terminate this Agreement as provided herein.

B. Upon any termination of this Lease, Lessor shall (i) at Lessor's option, either pay Lessee the reasonable fair market value of growing crops planted and cultivated by Lessee, or allow Lessee to hold over (in the manner provided for in this Lease) in order to complete the next occurring harvest of said crops at Lessee's sole cost and expense; and (ii) refund to Lessee any unearned rental fees.

ARTICLE VI
RENT AND TAXES

A. Commencing on the Effective Date of this Lease and then continuing thereafter during the term of this Lease, as additional consideration to the public purposes and uses underlying this Lease Lessee shall pay to Lessor an annual rental fee for the Leased Premises according to the following schedule, subject to non-renewal/earlier termination as provided in this Lease:

APN:

327-021-05T (Portion of)

327-021-04t (Portion of)

327-021-45T (Portion of)

125 acres @ \$425/Acre

Total payment of the year 2021 \$53,125

Total payment of the year 2022 \$53,125

Total payment of the year 2023 \$53,125

Total payment of the year 2024	\$53,125
Total payment of the year 2025	\$53,125
Total payment of the year 2026 (if extended)	\$53,125
Total payment of the year 2027 (if extended)	\$53,125

B. Total annual rental fee in each year hereunder shall be due and payable in advance in four equal installments (\$13,281.25 each) due and payable on each January 15th, April 15th, July 15th and October 15th hereunder. The annual rental fees due hereunder for any period less than a full calendar year shall be prorated. For Year 2021, the first rental installment shall be prorated and will be due and payable no later than 15 days after the Effective Date of this Agreement. The remaining portion of the annual rental fee shall be due and payable in advance in three equal installments (\$13,281.25) due and payable on April 15th; July 15th and October 15th hereunder.

C. All fees/charges due to be paid to Lessor by Lessee hereunder shall be paid to Lessor (make check payable to City of Fresno) at the address shown below or at such other address to which Lessor, by service of written notice upon Lessee, may direct the payment thereof from time to time during the term hereof:

City of Fresno- Department of Finance
Enterprise Accounting Division
2600 Fresno Street, Suite 2156-N
Fresno, California 93721
(559) 621-7045

D. Should any installment of rental fees accruing to Lessor under the provisions of this Lease not be received by Lessor within ten (10) calendar days after such shall be due, a late payment charge equal to one and one half percent (1.5%) of the overdue amount shall be added every day thereto and shall be assessed by Lessor as part of the rent, accruing daily until the entire delinquent amount is received by Lessor.

E. Lessee agrees to pay, before delinquency, as and when due, any and all lawful taxes, assessments or charges which, during the life hereof, may be levied by the

State, County, City, and/or other tax-levying body on any part or all of the personal property of Lessee and/or upon the possessory interest, if any, of Lessee in the Leased Premises under this Lease. (See the following "NOTE.")

NOTE. Any interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of any real property (land and/or improvements located therein or thereon) which is owned by the City of Fresno (City) is a taxable possessory interest unless the possessor of interest in such property is exempt from taxation. With regard to any possessory interest to be acquired by Lessee under this Lease, Lessee, by its signature hereunto affixed, warrants, stipulates, confirms, acknowledges and agrees that, prior to its executing this Lease, Lessee either took a copy of this Lease to the office of the Fresno County tax assessors or by some other appropriate means independent of City or any employee, agent, or representative of City determined, to Lessee's full and complete satisfaction, how much Lessee will be taxed, if at all.

ARTICLE VII MAINTENANCE

A. Lessee shall, at all times, keep the Leased Premises and all fixtures, equipment and personal property in a clean and orderly condition and appearance. Lessee shall take such care of the Leased Premises and all parts thereof at all times during the term of this Lease.

B. Lessee shall undertake at its sole cost and expense such routine maintenance and repairs, in a reasonably and timely manner consistent with the circumstances, as shall be required in order to maintain any Lessor owned equipment including pumps, pipelines, stand pipes and ditches on the Leased Premises (Premises Improvements) in a good operating condition. Lessee shall be responsible for any damage to the Premises Improvements resulting from Lessee's negligence or willful misconduct.

C. Lessee shall make proper arrangement for the disposal of any and all solid or liquid waste which may result from or be incidental to Lessee's use of the Leased Premises.

D. In its pursuit of this Lease and unless otherwise expressly provided in this Lease, Lessee shall keep the Leased Premises and each and every part thereof in a neat, clean and orderly condition, and shall prevent the accumulation of, and shall maintain said Premises free from any refuse or waste materials which might be or constitute a potential health, environmental, or fire hazard or public or private nuisance. Lessee in its pursuit hereof shall not cause or knowingly permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions in, on, under or about the Leased Premises, or arising from Lessee's use(s) or occupancy(ies) thereof, including, but not limited to, soil and ground water conditions.

ARTICLE VIII SURRENDER

A. At the expiration of the life of this Lease or any prior termination thereof, Lessee agrees to quietly and peacefully surrender possession of said Leased Premises and all improvements thereon to the Lessor in a neat and clean condition and free from any and all liens or encumbrances.

ARTICLE IX INDEMNITY AND INSURANCE

A. Except to any extent expressly provided for in this Agreement, and to the furthest extent allowed by law, Lessee shall indemnify, hold harmless and defend City and its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the License Agreement. Lessee's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines,

penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City,

B. Lessee acknowledges that any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Lessee's activities or the activities of any of Lessee's representatives (including, without limitation, any of Lessee's officers, officials, employees, agents, volunteers, invitees, subtenants, consultants, subconsultants, contractors or subcontractors), and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

C. If Lessee should contract any work on the Premises or subcontract any of its obligations under this Agreement, Lessee shall require each consultant, subconsultant, contractor and subcontractor to indemnify, hold harmless and defend City and its officers, officials, employees, agents and volunteers in accordance with the terms of this Section and meet all the insurance requirements in this Agreement or as determined by the City of Fresno Risk Manager or their designee.

D. The provisions of this Section shall survive the termination or expiration of this agreement.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, LESSEE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, LESSEE or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to LESSEE shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve LESSEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by LESSEE shall not be deemed to release or diminish the liability of LESSEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LESSEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of LESSEE, vendors, suppliers, invitees, contractors, subcontractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE LEASE AGREEMENT

LESSEE shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. CONTRACTORS' POLLUTION LEGAL LIABILITY with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence or claim; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

- (a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by LESSEE pursuant to the Agreement.

UMBRELLA OR EXCESS INSURANCE

In the event LESSEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess

insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

LESSEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and LESSEE shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) LESSEE shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice has been given to CITY, except ten days for nonpayment of premium. LESSEE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, LESSEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any LESSEE policy is due to expire during the work to be performed for CITY, LESSEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form. The Premises Pollution Liability insurance policy shall be written on either an occurrence form, or a claims-made form.
- (iii) The Commercial General, Automobile and Premises Pollution Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. LESSEE shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Premises Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) All such policies of insurance shall be endorsed so the LESSEES' insurance shall be primary and no contribution shall be required of City. The coverage

shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If LESSEE maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by LESSEE.

- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, LESSEE'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - LESSEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, LESSEE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of LESSEE shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by LESSEE.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, LESSEE must purchase "extended reporting" period coverage for a minimum of five years after completion of the work or termination of the Agreement, whichever first occurs.

- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

MAINTENANCE OF COVERAGE - If at any time during the life of the Agreement or any extension, LESSEE or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY hereunder shall in any way relieve LESSEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by LESSEE shall not be deemed to release or diminish the liability of LESSEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LESSEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of LESSEE, its principals, officers, agents, employees, persons under the supervision of LESSEE, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS -If LESSEE subcontracts any or all of the services to be performed under this Agreement, LESSEE shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, LESSEE shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and LESSEE shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with LESSEE, and CITY, prior to commencement of any work by the subcontractor.

ARTICLE X

OBSERVATION OF GOVERNMENTAL REGULATIONS

A. Lessee agrees, during the life of this Lease, to comply with and conform to all rules, regulations and ordinances of the City of Fresno and County of Fresno and all laws of

the State of California and the United States, and all orders of any governmental agency which shall be applicable to the facilities or to the said Leased Premises or the business thereon being conducted by Lessee. Nothing in this Lease shall be construed as a limitation on the Lessor's police power.

B. Lessee acknowledges that Lessee, not the Lessor, is responsible for determining applicability of and complying with all local, state and federal laws including, but not limited to, provisions of the California Labor Code, Public Contract Code and Government Code. The Lessor makes no express or implied representation as to the applicability or inapplicability of any such laws to this Lease or the parties' respective rights or obligations hereunder. Lessee further acknowledges that the Lessor shall not be liable or responsible in law or equity for any failure by Lessee to comply with any such laws, regardless of whether the Lessor knew, could have known or should have known of the need for such compliance or whether the Lessor failed to notify Lessee of the need for such compliance.

ARTICLE XI INSPECTION BY THE LESSOR

A. The Lessor or any of its authorized officers and employees shall, at all reasonable times have the right to enter upon the Leased Premises, either in person or by nominee, for any lawful purpose(s), including: (i) for the purpose of inspecting said Leased Premises to ascertain that the premises and the covenants of this Lease are being kept, observed and performed; and (ii) to perform soil monitoring, sampling, and testing, as specified herein.

ARTICLE XII RIGHT TO ASSIGN AND SUB-LET

A Lessee shall not without first receiving the written consent and approval of the Lessor, make any assignment or sub-lease in whole or in part of this Lease, it being understood and agreed that consent to one or more assignment or sub-lease shall not

constitute a waiver of the Lessor's rights under this article for further or other assignments or sub-leases.

ARTICLE XIII RIGHT TO ENCUMBER

A. Except as to crops grown on the Leased Premises, Lessee shall have no right to pledge, mortgage or hypothecate this Lease or any of the Lessee's interest under this Lease without first receiving the written consent and approval of the Lessor thereto. If, at any time during the life of this Lease in any judicial action or proceeding in any Court against Lessee or any assigns, a receiver or other officer or agent is appointed to take charge of said premises or the business conducted thereon, and shall remain in possession thereof for a period of thirty (30) days, or if this Lease or the interest or estate created thereby vests in any other person or persons by operation of law or otherwise, except by consent as aforesaid of the Lessor, or if Lessee shall be adjudicated bankrupt or Lessee voluntarily petitions for bankruptcy or corporate reorganization under the laws of bankruptcy or for an arrangement of its debts, Lessor shall have the option to terminate this Lease immediately and enter said premises and remove all persons therefrom.

ARTICLE XIV HOLDING OVER

A. Should Lessee hold over the Leased Premises herein specified with or without consent, expressed or implied, of Lessor, such holding over shall be construed to be a tenancy from month to month only, subject to all the terms, covenants, conditions, restrictions, and reservations of this Lease, and Lessee agrees to pay and shall pay to Lessor monthly rental fees and charges thereafter for the Leased Premises, at the rate in effect at the time of commencement of the hold over tenancy, in advance on the first of each month.

ARTICLE XV

DEFAULT

A. If Lessee defaults in the performance of any condition or covenant in this Lease (except the payment of rent), the Lessor at its option, may terminate this Lease and all rights of Lessee in the Leased Premises, but only if Lessee fails to rectify said default within thirty (30) days after written notice thereof is served upon Lessee by the Lessor. In the event, however, that the default complained of is of such nature that the same cannot be rectified in such thirty (30) day period as aforesaid, then such default shall be deemed to be rectified if Lessee shall have commenced the compliance of the provisions hereof breached by it and in the performance of which it is claimed Lessee is in default within such thirty (30) day period and shall with all diligence prosecute work or perform the particular provisions until the same shall have been fully rectified or performed.

B. However, if said default is for the failure to pay rent or for failure to pay any other sum due or owing by Lessee to the Lessor under this Lease, Lessor at its option, may terminate this Lease and all right of Lessee in the Leased Premises, but only if said default is not rectified within ten (10) days after service of written notice thereof on Lessee by the Lessor.

C. Notwithstanding Article VIII of this Lease, should Lessee abandon the Leased Premises or the crops growing thereon before said crops have been harvested, the Lessor shall have the right, at its option, to enter said premises and care for the said crops and harvest the same, all rights of Lessee in the Leased Premises and crops growing and standing thereon shall in such event be terminated and at an end; provided, however, that in such event said crops shall be subject to a crop mortgage in favor of any mortgagee, the mortgagee, and shall have the rights of Lessee as contained in this article.

D. Lessor's Remedies in the event of default include:

1. Abandonment: If Lessee abandons the Leased Premises, this Lease shall continue in effect. Lessor shall not be deemed to terminate this Lease as a result of such material default and breach other than by written notice of termination served upon Lessee

by Lessor, and Lessor shall have all of the remedies available to Lessor under Section 1951.4 of the California Civil Code so long as Lessor does not terminate Lessee's right to possession of the Leased Premises, and Lessor may enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due under the Lease. After abandonment of the Leased Premises by Lessee, Lessor may, at any time thereafter, give notice of termination.

2. Termination: Upon the occurrence of any default and breach of this Lease by Lessee, Lessor may then immediately, or at any time thereafter, terminate this Lease by service of a minimum of ten (10) days advance written notice to such effect upon Lessee, in which event this Lease shall terminate at 11:59:59 p.m., on the termination date specified within such notice.

(1) Such notice shall, as a minimum, set forth the following:

(a) The default and breach which resulted in such termination by Lessor; and

(b) A demand for possession, which, in the event only ten (10) days advance notice shall be given by Lessor, shall be effective at 12:00:01 a.m., on the eleventh (11th) calendar day following the date on which the notice in which such demand is contained shall be sufficiently served upon Lessee by Lessor in the manner provided in this Lease; or, if more than the minimum number of days advance notice shall be given, at 12:00:01 a.m., on the next day following the date specified within such notice as being the date of termination hereof.

(2) Such notice may contain any other notice which Lessor may, at its option, desire or be required to give (e.g., "Demand for Payment" of any and all monies due and owing).

3. Possession: Following termination of this Lease by Lessor, without prejudice to other remedies Lessor may have by reason of Lessee's default and breach and/or by reason of such termination, Lessor may:

(1) Peaceably re-enter the Leased Premises upon voluntary surrender thereof by Lessee; or

(2) Remove Lessee and/or any other persons and/or entities occupying the Leased Premises therefrom, and remove all personal property therefrom and store all such property not belonging to Lessor in a public warehouse or elsewhere at the cost of and for the account of Lessee, using such legal proceedings as may be available to Lessor under the laws or judicial decisions of the State of California; or

(3) Repossess the Leased Premises or relet the Leased Premises or any part thereof for such term (which may be for a term extending beyond the term of this Lease) at such rental and upon such other terms and conditions as shall be determined solely by Lessor, with the right to make reasonable alterations and repairs to the Leased Premises.

4. Recovery: Following termination of this Lease by Lessor, Lessor shall have all the rights and remedies available to Lessor under Section 1951.2 of the California Civil Code. The amount of damages Lessor may recover following such termination of this Lease shall include:

(1) The worth at the time of award of the unpaid rent which had been earned at the time of termination of this Lease;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of this Lease until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period Lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease or which in the ordinary course of things would be likely to result there from.

5. Additional Remedies: Following the occurrence of any default and breach of this Lease by Lessee, in addition to the foregoing remedies, Lessor may maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Leased Premises and, so long as this Lease is not terminated by Lessor or by a decree of a court of competent jurisdiction, Lessor shall be entitled to enforce all of Lessor's rights and remedies hereunder, including the right to recover the rent as it becomes due under this Lease, and, during any such period, Lessor shall have the right to remedy any default of Lessee, to maintain or improve the Leased Premises without terminating this Lease, to incur expenses on behalf of Lessee in seeking a new sub-tenant, to cause a receiver to be appointed to administer the Leased Premises and any new or existing sub-leases and to add to the rent payable hereunder all of Lessor's reasonable costs in so doing, with interest at the maximum reasonable rate then permitted by law from the date of such expenditure until the same is repaid.

6. Other: In the event Lessee causes or threatens to cause a breach of any of the covenants, terms or conditions contained in this Lease, Lessor shall be entitled to invoke any remedy allowed at law, in equity, by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

7. Cumulative Remedies: Each right and remedy of Lessor provided for herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and shall not preclude Lessor from exercising any other rights or from pursuing any other remedies provided for in this Lease or now or hereafter available to Lessor under the laws or judicial decisions of the State of California.

8. Indemnification: Nothing contained within this article affects the right of Lessor to indemnification by Lessee, as herein elsewhere provided, for liability arising from personal injuries or property damage prior to the termination of this Lease.

ARTICLE XVI

NATIONAL EMERGENCY AND CONDEMNATION/EMINENT DOMAIN

A. TOTAL TAKING/CONDEMNATION OF LEASED PREMISES

1. In the event that the Government of the United States takes over the operation of the Leased Premises or any part thereof, by requisition or other unilateral action as the result of a national emergency or otherwise, this Lease shall terminate as of the effective date of any such taking; or, if all of the Leased Premises shall be taken by public authority pursuant to condemnation action(s) under the laws of eminent domain, this Lease shall terminate as of the date of title vesting in such proceeding.

2. Unless otherwise expressly provided in this Lease, upon termination of this Lease as a result of either of the events described above, the parties hereto shall be relieved of any and all obligations hereunder, one to the other, which obligations are not in default as of the date of such termination and Lessor shall promptly return, on a pro rata basis, any then unearned rent theretofore paid by Lessee hereunder.

3. Lessor shall not be liable to Lessee for any injury to Lessee's business or loss of income or any other injury or loss suffered by Lessee as a result of any such taking and/or termination.

B. PARTIAL TAKING/CONDEMNATION OF LEASED PREMISES

1. In the event that only a part of the Leased Premises shall be taken as a result of any of those actions described above, if such partial taking shall not otherwise preclude Lessee's continued beneficial occupancy and use of those portion(s) of the Leased Premises not so taken, as reasonably determined by Lessee, this Lease shall continue in full force and effect and those certain parcel(s) of land so taken shall be automatically deleted from the Premises leased by Lessor to Lessee hereunder, as of the date of such taking and/or title vesting, and the rent then being paid to Lessor by Lessee shall then be adjusted by taking the total rental then being paid by Lessee pursuant to the provisions

hereof on the date immediately preceding the date of such taking and/or title vesting, and subtracting that certain portion of rent then being paid for the portion(s) of the Leased Premises deleted from this Lease.

C. AWARDS

1. In the event that all or part of the Leased Premises shall be taken as a result of any of those actions described above, the rights of the parties hereto with respect to such award(s) as shall be paid for such taking shall be as follows:

2. Subject to paragraph 3 below, Lessor shall be entitled to the entire amount of any and all compensation awarded by reason of the taking of the Leased Premises and any and all Lessor-owned improvements then located therein or thereon, and Lessee waives any right or claim to any part of said amount from Lessor or the condemning authority.

3. Lessee shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of:

a. The taking of or injury to any Lessee-owned improvements then located on the Leased Premises, including the value of the then existing leasehold interest and to the extent of Lessee's interest therein, based on the value of the then remaining unexpired portion of the term of this Lease, as said value shall be determined in the proceedings for the taking of such operations and awarding such compensation; and

b. Any and all cost or loss (including loss of business) which may be incurred by Lessee as a result of Lessee's having to remove Lessee's improvements and personal property (including, but not limited to, improvements, trade fixtures and equipment) to a new location.

D. NOTICE AND EXECUTION

1. Upon service of process upon Lessor in connection with either any taking over of Leased Premises or portion thereof by the United States Government or any condemnation or potential condemnation, Lessor shall immediately give Lessee notice thereof in writing. Lessee shall immediately execute and deliver to Lessor any and all instruments which may be required to fully effectuate any and all of the provisions of this Article if, as and when any such instruments shall be required of Lessee.

ARTICLE XVII MISCELLANEOUS

A. GOVERNING LAW AND VENUE

This Lease shall be construed and enforced in accordance with the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Lease and any rights and duties hereunder shall be Fresno County, California.

B. RIGHT OF ENJOYMENT

The Lessor agrees that upon performance of the covenants, conditions and agreements on the part of Lessee to be performed, Lessee shall have and enjoy the use of the Leased Premises and all of the rights and privileges granted herein.

C. WAIVER

No waiver by the Lessor or the Lessee of any breach of any provision of this Lease shall be deemed for any purpose to be a waiver of any breach of any other provision hereof or of a continuing or subsequent breach of the same provision.

D. SEVERABILITY

The provisions of this Lease are severable. In the event any covenant, condition or provision herein contained is held to be invalid by final judgment of any Court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions herein contained.

E. NOTICES

Any notice required or intended to be given to either party under the terms of this Lease shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Lease or at such other address as the parties may from time to time designate by written notice. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 A.M., on the fourth (4th) calendar day following the date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.

G. NON-DISCRIMINATION

Lessee shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual orientation, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the entire term and performance of this Lease, Lessee agrees as follows:

1. Lessee will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity made possible by or resulting from this Lease.

2. Lessee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, and status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Lessee shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

3. Lessee will, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability.

4. Lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Lessee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I. INDEPENDENT CONTRACTOR

1. Lessee is and throughout this Lease shall be an independent contractor and not an employee, partner or agent of the Lessor. Neither party shall have any right to control, supervise or direct the manner or method or choice by which the other party or its contractors shall perform its or their work or function. However, each party shall retain the right to verify that the other is performing its respective obligations in accordance with the terms hereof.

2. Neither Lessee, nor any of its officers, associates, agents or employees shall be deemed an employee of the Lessor for any purpose. Lessee shall not be entitled to nor shall it receive any benefit normally provided to employees of the Lessor such as, but not limited to, vacation payment, retirement, health care or sick pay. The Lessor shall not be responsible for withholding income or other taxes from the payments made to Lessee. Lessee shall be solely responsible for filing all returns and paying any income, social

deposit or other tax levied upon or determined with respect to the payments made to Lessee pursuant to this Lease.

J. PARTNERSHIP/JOINT VENTURE

This Lease does not evidence a partnership or joint venture between Lessee and Lessor. Except to the extent expressly provided for in this Lease, (i) the Lessor does not grant, convey, or delegate to Lessee any tangible or intangible property interest or express or implied agency, license, right or authority; (ii) Lessee shall have no authority to bind the Lessor absent Lessor's express written consent; (iii) either Party shall be free from obligations or liabilities under contracts entered by the other; and (iv) each Party shall bear its own costs/expenses in pursuit hereof.

K. ATTORNEY'S FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Lease, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

L. EXHIBITS

Each exhibit and attachment referenced in this Lease is, by the reference, incorporated into and made a part of this Lease.

M. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Lease and any exhibit or attachment hereto, the terms and conditions of the body of this Lease shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Lease, shall be null and void.

N. 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.

O. NON-SOLICITATION

Lessee represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Lease or any rights/benefits hereunder.

P. COMPLIANCE WITH LAW

Lessee agrees that, at all times hereunder, Lessee shall comply with and conform to all current and future federal, state and local laws, regulations, ordinances and rules applicable to this Lease, and to all orders of any governmental agency which shall be applicable to the Leased Premises, winery stillage property, or Lessee's activities thereon. Nothing herein shall be construed to be a limitation upon Lessor's police power.

Q. EXTENT OF AGREEMENT

Each party acknowledges that they have read and fully understand the contents of this Lease. This Lease and any documents, instruments and materials referenced and incorporated herein represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease may be modified only by written instrument duly authorized and executed by both Lessor and Lessee.

R. COUNTERPARTS

This Lease may be executed in any number of counterparts and any party may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will be deemed to be but one and the same instrument. The execution of this Lease by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

S. BINDING

Once this Lease is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns,

transferees, agents, servants, employees and representatives.

T. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Lease.

U. INTERPRETATION

The parties acknowledge that this Lease in its final form is the result of the combined efforts of the parties and that, should any provision of this Lease be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Lease in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

V. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this Lease are intended for the specific parties hereto as identified in the preamble of this Lease. Notwithstanding anything stated to the contrary in this Lease, it is not intended that any rights or interests in this Lease benefit or flow to the interest of any third parties.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY OF FRESNO, CALIFORNIA
A Municipal Corporation

Brad Weis
Sole Proprietorship

By: _____
Michael Carbajal,
Director
Department of Public Utilities

By: Brad Weis

Title: Owner

Date: _____

Date: 1-11-21

Address for Notice:

Address for Notice:

City of Fresno - Regional Wastewater
Reclamation Facility
Attn: Setrag Cherchian
5607 W. Jensen Avenue
Fresno, CA 93706

Brad Weis
7874 S. Marks Avenue
Fresno, CA 93706

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Jennifer M. Quintanilla 1/21/2021
Deputy Date

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____
Deputy

Attachments:

1. EXHIBIT A PLATS AND DESCRIPTIONS OF LEASED PREMISES
2. EXHIBIT B STILLAGE SITE SOILS MONITORING

ALL-PURPOSE ACKNOWLEDGMENT

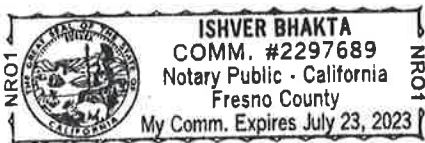
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 County of FRESNO } SS.

On 11th JANUARY 2021, before me, ISHVER BHAKTA, Notary Public,
DATE

personally appeared BRADLEY ALAN WEIS, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Ishver Bhakta

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

LEASE AGREEMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

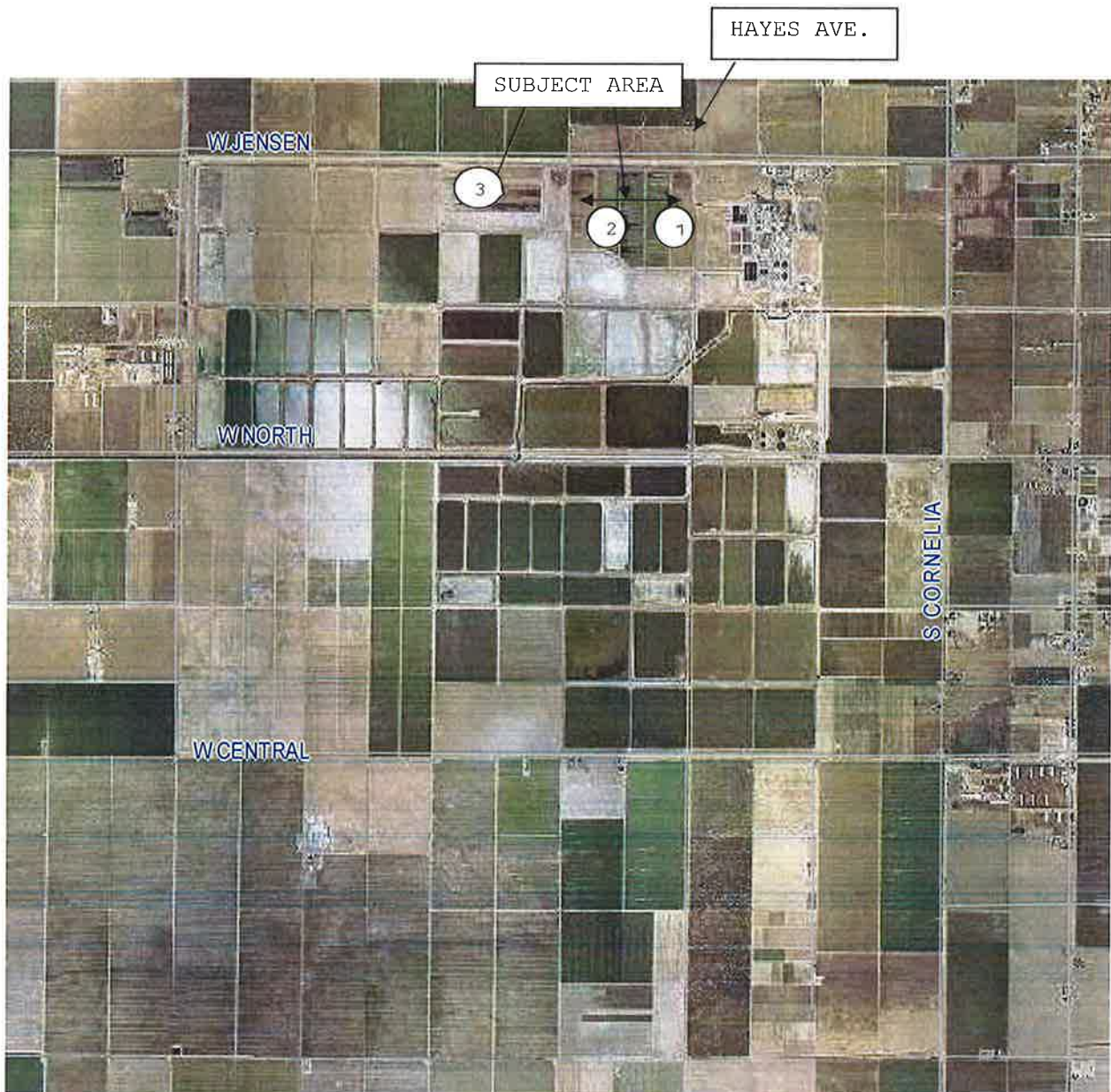
RIGHT
 THUMBPRINT
 OF
 SIGNER

OTHER

Top of thumbprint here

EXHIBIT A

PLATS AND DESCRIPTIONS OF LEASED PREMISES



1. Portions of 327-021-05T 45 acres
2. Portions of 327-021-04T 45 acres
3. Portions of 327-021-45T 35 acres

EXHIBIT B

Part of Requirement of California Regional Water Quality Control Board Related to STILLAGE SITE MONITORING (Portion of CRWQCB Order R5-2018-0080)

The Discharger shall collect vadose zone samples at Monitoring Locations STL-001 through STL-0XX. At a minimum, the vadose zone shall be monitored as specified below. Upon successful demonstration, pursuant to Discharge Specification 16 of the Order, that the nitrogen content (and any other constituents of concern) in the former stillage disposal area has been reduced to a level that will no longer threaten to degrade underlying groundwater quality, the Discharger may cease monitoring the lysimeters in the former stillage disposal area.:

<u>Constituent</u>	<u>Units</u>	<u>Sample Type</u>	<u>Frequency</u>
pH	Standard units	Grab	1/year
EC	µmhos/cm	Grab	1/year
TKN (N)	mg/L	Grab	1/year
Total Nitrogen	mg/L	Grab	1/year
Nitrate (N)	mg/L	Grab	1/year
Ammonia (N)	mg/L	Grab	1/year
Phosphorus	mg/L	Grab	1/year
Sulfate	mg/L	Grab	1/year
Chloride	mg/L	Grab	1/year
Calcium	mg/L	Grab	1/year
Iron	µg/L	Grab	1/year
Manganese	µg/L	Grab	1/year
Potassium	mg/L	Grab	1/year
Total Alkalinity	mg/L	Grab	1/year
TOC	mg/L	Grab	1/year