

TERMINATION OF AGREEMENT

THIS TERMINATION OF LEASE AND AGREEMENT (Termination) is entered into effective April 1, 2020, (Effective Date), and terminates the Lease and Agreement entered into between the CITY OF FRESNO, a California municipal corporation (Lessor), and James Cook, an individual (Lessee).

RECITALS

WHEREAS, the Lessor and Lessee entered into a "Lease and Agreement Between City of Fresno and James Cook Regarding Fresno-Clovis Regional Wastewater Reclamation Facility Properties for 5607 West Jensen Ave, Fresno, CA APN 327-021-05T (portion of), APN 327-021-04t (portion of), and APN 327-021-45T (portion of)," effective January 1, 2017, (Agreement) for Lessee to lease a portion of the Winery Stillage Beds at Lessor's Fresno-Clovis Regional Wastewater Reclamation Facility (Lease Premises); and

WHEREAS, in accordance with the terms of the Agreement, Lessee has been cultivating and harvesting certain non-food crops for the purpose of removing excess nutrients left by the application of winery stillage, from the property; and

WHEREAS, on October 24, 2019, Lessor confirmed acceptance of Lessee's request for an extension of the Agreement through December 31, 2020, subject to the same terms and conditions stated in the Agreement; and

WHEREAS, Lessor and Lessee do not intend to renew the term of the Agreement, neither party is currently in default on its obligations under the Agreement, and Lessee has demonstrated good, safe farming practices; and

WHEREAS, on March 30, 2020, Lessee contacted Lessor and indicated that due to the current national emergency caused by the COVID-19 global pandemic, Lessee's farming operations have experienced economic hardship making it impractical to continue operations under the terms of the Agreement; and,

WHEREAS, the Lessor and Lessee desire to terminate the Agreement effective April 1, 2020.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Agreement is terminated effective April 1, 2020 (Termination Date).
2. The Lessor and Lessee are relieved of all further obligations, one to the other, hereunder, not accrued to the Termination Date, except that Lessee shall not be relieved of its obligation, in accordance with Article VIII of the Agreement, 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.
3. Lessee agrees to remove all farm equipment from the Leased Premises

by June 30, 2020.

4. To the extent the Agreement contains provisions which are specifically stated to survive termination of the Agreement, those provision remain in full force and effect.

5. This Agreement is subject to the approval by the City Council.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

JAMES COOK,
An individual:

By: _____
Michael Carbajal, Director
Department of Public Utilities

By: James Cook
Name: James Cook

Title: an individual

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Jennifer M. Quintanilla 4/21/2020
Deputy City Attorney Date

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy Date

Addresses:
LESSOR:
City of Fresno
Attention: Rosa Lau-Staggs
Wastewater Manager
5607 W, Jensen Ave
Fresno, CA 93706
Phone: (559) 621-5130
E-mail: Rosa.Staggs@fresno.gov

LESSEE:
James Cook
4042 S. Academy Ave
Sanger, CA 93657
E-mail: Cooksmog@verizon.net

CALIFORNIA 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

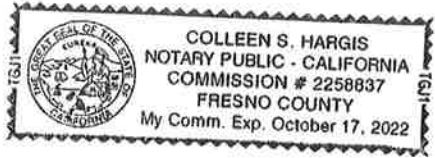
On 4/17/2020 before me, COLLEEN S. HARGIS Notary Public,

personally appeared JAMES FRANKLIN COOK

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.



Signature: Colleen S. Hargis (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: TERMINATION OF AGREEMENT Number of Pages: 3

Document Date: 4/17/2020 Other: _____