



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

April 19, 2022

Batth Ranch, Inc.
Attn: Hardip Batth
10511 S. Orange Ave
Fresno, CA 93725

Subject: Notice of Material Breach of Lease Agreement, Demand for Payment of Past Rent Due, and Termination of Lease if Past Rent Due is not Paid

(County Agt. #10-443; FL-076 - 320 Acres Batth/PWP Resources)

Dear Hardip Batth:

This letter is the County of Fresno's ("County") notice ("Notice") to Batth Ranch, Inc. ("Lessee") of the Lessee's material breach of the terms of Lease Agreement #10-443, dated August 24, 2010 ("Lease"), including the Lessee's failure to pay rent to the County ("Lessor"), from September 15, 2020, through December 31, 2021, pursuant to Section 3 of the Lease.

This Notice is the only notice that you will receive from the County concerning this matter, and the Lessee's failure to timely comply with this Notice will result in the County, as Lessor, taking action against the leased property and the Lessee.

As discussed below, this Notice also includes a demand for Lessee's payment of past rent due, and termination of the Lease if such rent due is not timely paid.

This Lease is for 320 acres of land, including the orchard, located on West American Avenue, adjacent to the easterly boundary of the County of Fresno American Landfill, Fresno, CA, – APN 020-052-14ST.

On March 22, 2022, at its regular meeting, the Board of Supervisors ("Board") considered this item. At that meeting, before the Board issued its determination and direction to County staff, Hardip Batth, as a representative of Lessee, appeared before the Board to request that the Board not issue this Notice. However, Ms. Batth did not produce to the Board any concrete plans for the Lessee to pay the past due rent owed to the County under the Lease.

Because the past due rent constitutes payments due to the County, and due to the length of time since the rent had remained unpaid under the Lease, as stated below, the Board denied Ms. Batth's request, and determined that the Lessee is in material breach of the terms of the Lease, and directed County staff to issue this Notice to the Lessee.

Batth Ranch, Inc.

Attn: Hardip Batth

Subject: Notice of Material Breach of Lease Agreement, Demand for Payment of Past Rent Due, and Termination of Lease if Past Rent Due is not Paid

April 1, 2022

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The references, below, to certain provisions are a summary of the Lease, and do not waive, modify, limit, amend, or alter the County's rights, remedies, or defenses as Lessor, under the Lease. For the terms and conditions of the Lease, please refer to the Lease, a copy of which is attached to this Notice.

Past Due Rent Due to Material Breach

The total amount of past due rent owed to the Lessor as of December 31, 2021 is **\$103,344**, calculated as follows: \$17,224 for each quarter of the Lease from the Lease period of October 2020 to March 2022.

Due Date	Lease Period	Days Past Due	Amount
9/15/2020	10/1/2020-12/31/2020	557	\$17,224
12/15/2020	1/1/2021-3/31/2021	466	\$17,224
3/11/2021	4/1/2021-6/30/2021	380	\$17,224
6/14/2021	7/1/2021-9/30/2021	285	\$17,224
9/20/2021	10/1/2021-12/31/2021	187	\$17,224
12/22/2021	1/1/2022-3/31/2022	94	\$17,224
Total Amount of Past Due Rent As of 12/31/2021			\$103,344

Current Rent Due

In addition to the past due rent described above, the amount of quarterly rent due by March 31, 2022, for the quarter from April 1, 2022, through June 30, 2022, in the amount of **\$17,224**, is now past due. We have not received that payment, and because of its closeness in time to this notice, we bring it to your attention.

Total Rent Due if Lease is Not Terminated

Accordingly, the total amount of outstanding rents that must be paid to the Lessor in order to bring the Lease current is **\$120,568 (i.e., past due amount of \$103,344, plus newly past due quarterly payment of \$17,224).**

Total Rent Due Upon Termination Due to Material Breach

If the material breach is not cured by May 19, 2022 (30 days from the date of this Notice), then the result will be as follows:

- The Lease will terminate effective May 19, 2022, at 11:59 pm without further notice to the Lessee.
- The Lessee will owe, and must pay, the following amounts to the County, as Lessor, under the Lease:
 - The Past-Due Rent Due to Material Breach, in the amount of **\$103,344**.
 - The prorated quarterly rent ("Prorated Quarterly Rent") for the period of April 1, 2022, through the termination date of May 19, 2022, in the amount of **\$9,274.46**.
 - **The total amount of "rent" due to the County if the breach is not cured, and the Lease is terminated, shall be \$112,618.46 (Past Due Rent Due to Material Breach of \$103,344, plus Prorated Quarterly Rent of \$9,274.46).**

Batth Ranch, Inc.

Attn: Hardip Batth

Subject: Notice of Material Breach of Lease Agreement, Demand for Payment of Past Rent Due, and Termination of Lease if Past Rent Due is not Paid

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- **As discussed below the foregoing amounts are not a limitation on the amount the Lessee owes under the Lease to the County, as Lessor.**

Rent continues to be owed if not paid, and the amount of unpaid **rent** due is not a limitation on any amounts that the County, as Lessor, may lawfully incur and/or charge to the Lessee as a result of the Lessee's material breach of the Lease. Furthermore, and not as a limitation of such amounts, the Lessee shall be obligated to pay the County, as Lessor, all attorney's fees that the Lessor may incur to recover rent, or to enforce, protect, or establish any right or remedy of the County, as Lessor, as provided by law, including as specifically set forth in Section 10 of the Lease.

Pursuant to Section 4 of the Lease, if all past-due and current rent owed to the County, as Lessor, as described above, is not paid in full within 30 days of the issuance of this Notice, the Lease shall be immediately terminated for cause, without any further notice to the Lessee, however, the Lessee shall continue to owe the cumulative amount of rent due as of that future date, plus any other amounts that the County, as Lessor, may incur and/or charge to the Lessee pursuant to law, including as a result of the Lessee's material breach of the Lease.

Pursuant to Section 6 of the Lease, if the Lease is terminated, Lessee shall remove any trees or vines planted on the leased premises by Lessee, and restore the leased premises to the original condition of bare agricultural land, in which it was received. The Lessee's failure to comply with this requirement, and County's restoration of the leased premises to such original condition will be an additional cost that the Lessee owes to the County, as Lessor, under the Lease.

Pursuant to Section 6 of the Lease, Lessee may remove all improvements constructed by Lessee, with the exception of fences constructed by Lessee, on the leased premises during the term of the Lease, and improvements to water wells or the underground irrigation system. Improvements shall become the property of the County if not removed within sixty (60) days after termination of the Lease. If Lessee does not remove its improvements and plantings, including trees and vines, within this sixty (60) day period, they will be forfeited to the County.

Although it is not necessary for you to acknowledge receipt of this Notice in order for it to be effective, I would appreciate, as a courtesy, if you would let my staff know you have received this Notice, by giving Bryan Burton a phone call at (559) 600-5847.

If you have any questions, please contact me at (559) 600-5847.

Sincerely,



Robert Bash
Director of Internal Services/Chief Information Officer
County of Fresno

Enclosed: Copy of Lease Agreement #10-443 (FL – 076)

Cc: Gurpal Batth (with enclosed Copy of Lease Agreement #10-443 (FL – 076))

FL-076 – 320 Acres
 Bath/PWPResources

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into this 24th day of August, 2010 by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 16th Floor, Fresno, CA 93721 (hereinafter "LESSOR"), and BATTB RANCH, INC., 10511 S. Orange Avenue, Fresno, CA 93725 (hereinafter "LESSEE").

WITNESS:

WHEREAS, the below-described property of the LESSOR is not now and may not during the term of this LEASE, be needed for County purposes; and,

WHEREAS, the LESSEE made the highest bid received by LESSOR at a public auction.

NOW, THEREFORE, in consideration of the rents, covenants and agreements hereinafter contained and upon the terms and conditions set forth, the LESSOR hereby leases to LESSEE that certain agricultural land hereinafter described by the terms and conditions as follows:

1. LEASED PREMISES - LESSOR leases to LESSEE approximately 320 acres of agricultural land located on West American Avenue, adjacent to the easterly boundary of the County of Fresno American Landfill, in the County of Fresno, APN 020-052-14ST, as shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Premises").

2. TERM - The term of this LEASE shall be for a period of twenty-five (25) full crop years, commencing October 1, 2010 and terminating on September 30, 2035 (hereinafter "Term").

3. RENT - LESSEE agrees to pay rent to LESSOR for the Premises on a quarterly basis commencing October 1, 2010. Rent payments thereafter shall be paid in advance every three (3) months. The rent shall increase by two percent (2%) on October 1, 2012, and every two years thereafter. The rent for this LEASE is shown on the following schedule:

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Lease Date	Date	Annual Rent	Quarterly Payment
Year 1	October 1, 2010	\$ 62,400.00	\$ 15,600.00
Year 2	October 1, 2011	\$ 62,400.00	\$ 15,600.00
Year 3 2% Incr	October 1, 2012	\$ 63,648.00	\$ 15,912.00
Year 4	October 1, 2013	\$ 63,648.00	\$ 15,912.00
Year 5 2% Incr	October 1, 2014	\$ 64,921.60	\$ 16,230.40
Year 6	October 1, 2015	\$ 64,921.60	\$ 16,230.40
Year 7 2% Incr	October 1, 2016	\$ 66,220.80	\$ 16,555.20
Year 8	October 1, 2017	\$ 66,220.80	\$ 16,555.20
Year 9 2% Incr	October 1, 2018	\$ 67,545.60	\$ 16,886.40
Year 10	October 1, 2019	\$ 67,545.60	\$ 16,886.40
Year 11 2% Incr	October 1, 2020	\$ 68,896.00	\$ 17,224.00
Year 12	October 1, 2021	\$ 68,896.00	\$ 17,224.00
Year 13 2% Incr	October 1, 2022	\$ 70,275.20	\$ 17,568.80
Year 14	October 1, 2023	\$ 70,275.20	\$ 17,568.80
Year 15 2% Incr	October 1, 2024	\$ 71,680.00	\$ 17,920.00
Year 16	October 1, 2025	\$ 71,680.00	\$ 17,920.00
Year 17 2% Incr	October 1, 2026	\$ 73,113.60	\$ 18,278.40
Year 18	October 1, 2027	\$ 73,113.60	\$ 18,278.40
Year 19 2% Incr	October 1, 2028	\$ 74,576.00	\$ 18,644.00
Year 20	October 1, 2029	\$ 74,576.00	\$ 18,644.00
Year 21 2% Incr	October 1, 2030	\$ 76,067.20	\$ 19,016.80
Year 22	October 1, 2031	\$ 76,067.20	\$ 19,016.80
Year 23 2% Incr	October 1, 2032	\$ 77,587.20	\$ 19,396.80
Year 24	October 1, 2033	\$ 77,587.20	\$ 19,396.80
Year 25 2% Incr	October 1, 2034	\$ 79,008.00	\$ 19,752.00

The rent shall be payable to the County of Fresno and submitted to the following address: County of Fresno, Attn: Principal Engineer, 2220 Tulare Street, 6th Floor
Fresno, CA 93721

4. TERMINATION - During the Term of this LEASE, LESSOR may immediately terminate this LEASE for cause if LESSEE has committed a material breach of the LEASE provisions herein and has not corrected such breach within thirty (30) days after receiving written notice of same.

This LEASE may be terminated without cause during the of this LEASE if LESSOR elects to utilize the property for County of Fresno purposes. If the LEASE is to be terminated because LESSOR intends to utilize the Premises for County purposes, then LESSOR must provide LESSEE with at least twelve (12) months written notice with possession to be provided to LESSOR upon completion of the annual crop harvest for the year in which the termination

1 date falls.

2 In the event the LESSEE has planted permanent crops on the leased premises, i.e.
3 trees and/or vines, and the LESSOR provides LESSEE with a termination notice due to the
4 LESSOR electing to commence utilizing the property for County purposes, then the LESSOR
5 will compensate the LESSEE for its costs of establishing permanent plantings as follows:

- 6 a) Prior to five (5) years after commencement of this LEASE: reimburse all
7 LEASE payments.
- 8 b) Five (5) years after commencement of this LEASE, but prior to ten (10)
9 years after commencement of this LEASE: reimburse four (4) years of
10 LEASE payments.
- 11 c) Ten (10) years after commencement of this LEASE, but prior to fifteen
12 (15) years after commencement of this LEASE: reimburse three (3)
13 years of LEASE payments.

14 In the case of the LESSOR, the County Administrative Officer, the Director of Public
15 Works and Planning, or one of their respective designees, shall have the authority to provide
16 written notice to terminate this LEASE.

17 5. UTILITIES - LESSEE shall be responsible for all costs associated with electricity
18 and/or natural gas used on the Premises for the pumps that provide water and all other
19 equipment LESSEE may use on the Premises. This shall include any deposits required by the
20 utility company.

21 6. IMPROVEMENTS AND USE - LESSEE agrees to use the Premises for
22 agricultural purposes only. LESSEE further agrees to keep fences, if any, or other
23 improvements on the Premises in good repair. Upon termination of this LEASE, LESSOR
24 agrees to permit LESSEE to remove all improvements constructed by LESSEE, with the
25 exception of fences constructed by LESSEE on the Premises during the term of this LEASE
26 and improvements to water wells or the underground irrigation system. Improvements shall
27 become the property of the LESSOR if not removed within sixty (60) days after termination of
28 this LEASE. Subject to the foregoing exceptions, it is understood that LESSEE, at its cost,

1 shall remove any trees or vines planted on the Premises by LESSEE, and restore the Premises
2 to the original condition, bare agricultural land, in which it was received. LESSOR makes no
3 guarantee, representation, or warranty that the Premises are safe or suitable for LESSEE'S
4 intended use, or are in compliance with any or all applicable laws, ordinances and regulations
5 for use of the Premises.

6 7. WATER WELLS/IRRIGATION PIPING - LESSOR makes no guarantee and does
7 not represent that the four (4) water wells located on the Premises will provide water.
8 LESSEE, at its sole expense, is responsible for water to the Premises, which may include
9 refurbishing the four (4) water wells on the property or drilling new water wells. In addition,
10 LESSEE will be responsible to provide pumps or motors for the water wells. LESSEE shall
11 also be responsible to maintain and repair all equipment associated with the water wells or
12 underground irrigation piping on the Premises. There is no ditch water available for the
13 Premises.

14 8. MAINTENANCE OF LEASED PREMISES - LESSEE agrees not to commit,
15 suffer or permit any waste or nuisance on said property, and not to use or permit the use of the
16 Premises for any illegal or immoral purposes. LESSEE further agrees to comply with all
17 applicable Federal and State laws, local ordinances or other governmental regulations.
18 LESSEE further agrees to maintain fire breaks as necessary to protect the premises from fire
19 and to control the growth of noxious weeds and wild grasses. If crops are grown, LESSEE
20 agrees to use accepted practices for maintaining the soil in the condition it was received.

21 9. INDEPENDENT CONTRACTOR - In performance of the work, duties and
22 obligations assumed by LESSEE under this LEASE, it is mutually understood and agreed that
23 LESSEE, including any and all of the LESSEE'S officers, agents, and employees will at all times
24 be acting and performing as an independent contractor, and shall act in an independent capacity
25 and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the
26 LESSOR. Furthermore, LESSOR shall have no right to control or supervise or direct the manner
27 or method by which LESSEE shall perform its work and function. However, LESSOR shall retain
28 the right to administer this LEASE so as to verify that LESSEE is performing its obligations in

1 accordance with the terms and conditions thereof.

2 LESSOR and LESSEE shall comply with all applicable provisions of law and the rules and
3 regulations, if any, of governmental authorities having jurisdiction over matters the subject
4 thereof.

5 Because of its status as an independent contractor, LESSEE shall have absolutely no right
6 to employment rights and benefits available to LESSOR'S employees. LESSEE shall be solely
7 liable for and responsible for providing to, or on behalf of, its employees all legally-required
8 employee benefits. In addition, LESSEE shall be solely responsible and save LESSOR
9 harmless from all matters relating to payment of LESSEE'S employees, including compliance
10 with Social Security withholding and all other regulations governing such matters. It is
11 acknowledged that during the term of this LEASE, LESSEE may be providing services to
12 others unrelated to the LESSOR or to this LEASE.

13 10. ATTORNEY'S FEES – In the event either party shall commence any action or
14 proceeding against the other for damages for an alleged breach of any provision of this
15 LEASE, for the forfeiture of the LEASE, for possession of said Premises, to recover rent, or to
16 enforce, protect or establish any right or remedy of either party under this LEASE, the
17 prevailing party shall be entitled to recover as part of its judgment its court costs and
18 reasonable attorney's fees as determined by the Court or stipulated by the parties.

19 11. POSSESSORY TAX - The LESSEE agrees to pay any possessory interest tax
20 which may be levied upon the Premises. In this respect, the LESSEE understands that a
21 leasehold interest of property owned by a tax exempt public agency may be subject to property
22 taxation and that the LESSEE (the party in whom the possessory interest is vested) is subject
23 to the payment of property taxes levied on such interest.

24 12. ASSIGNMENT - The LESSEE shall not assign or transfer its rights or obligations
25 under this LEASE, or sub-lease said Premises, or any portion thereof, without prior written
26 consent of the LESSOR, which consent shall not be unreasonable withheld.

27 13. HOLD HARMLESS - LESSEE agrees to indemnify, save, hold harmless, and at
28 LESSOR'S request, defend the LESSOR, its officers, agents, and employees from any and all

1 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to LESSOR
2 in connection with the performance, or failure to perform, by LESSEE, its officers, agents, or
3 employees under this LEASE, and from any and all costs and expenses, damages, liabilities,
4 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
5 or damaged by the performance, or failure to perform of LESSEE, its officers, agents, or
6 employees under this LEASE. This LEASE is made upon the expressed condition that the
7 LESSOR is to be free of all liability, damages or injury arising from the Premises unless caused
8 by the negligence or willful misconduct of LESSOR, its officers, agents or employees.

9 The parties acknowledge that as between LESSOR and LESSEE, each is responsible
10 for the negligence of its own employees and invitees.

11 14. INSURANCE – LESSEE, at its sole expense, shall maintain in full force and effect
12 during the term of this Lease the following policies of insurance:

13 A. Commercial General Liability Insurance with limits of not less than One Million
14 (\$1,000,00.00) Dollars per occurrence, and an annual aggregate of Two Million (\$2,000,00.00)
15 Dollars. This policy shall be issued on a per occurrence basis.

16 B. Comprehensive Automotive Liability Insurance with limits for bodily injury of not
17 less than Two hundred fifty Thousand (\$250,000.00) Dollars per person, Five hundred
18 Thousand (\$500,000.00) Dollars per accident and for property damages of not less than Fifty
19 Thousand (\$50,000.00) Dollars, or such coverage with a combined single limit of Five hundred
20 Thousand (\$500,000.00) Dollars. Coverage shall include owned and non-owned vehicles used
21 in connection with this LEASE.

22 C. Workers Compensation Insurance in compliance with the provisions of the Labor
23 Code of the State of California during the performance of the operations contemplated herein.

24 Such Commercial General Liability Insurance shall name the LESSOR, its officers,
25 agents and employees, individually and collectively, as additional insured, but only insofar as
26 the operations under this LEASE are concerned. Such coverage for additional insured shall
27 apply as primary insurance and any other insurance, or self-insurance, maintained by
28 LESSOR, it officers, agents and employees shall be excess only and not contributing with

1 insurance provided under LESSOR'S policies herein. This insurance shall not be cancelled or
2 changed without a minimum of thirty (30) days prior written notice given to LESSOR. LESSEE
3 shall obtain endorsements to the Commercial General Liability insurance policy naming
4 LESSOR as an additional insured and providing for a thirty (30) day prior written notice of
5 cancellation or change in terms or coverage.

6 Prior to the commencement of performing its obligations under this LEASE, LESSEE
7 shall provide certificates of insurance, and upon request from LESSOR formal endorsement for
8 the foregoing policies, as required herein, to the County of Fresno, General Services, ATTN:
9 Lease Services (FL-076), 2220 Tulare Street, Suite 1600, Fresno, CA 93721-2120, stating that
10 such insurance coverages have been obtained and are in full force; that the County of Fresno,
11 its officers, agents and employees will not be responsible for any premiums on the policies;
12 that such Commercial General Liability insurance names the County of Fresno, its officers,
13 agents and employees, individually and collectively, as additional insured, but only insofar as
14 the operations under this LEASE are concerned; that such coverage for additional insured
15 shall apply as primary insurance and any other insurance, or self-insurance, maintained by
16 LESSOR, its officers, agents and employees, shall be excess only and not contributing with
17 insurance provided under LESSEE'S policies herein; and that this insurance shall not be
18 cancelled or changed without a minimum of thirty (30) days prior written notice given to
19 LESSOR.

20 In the event LESSEE fails to keep in effect at all times insurance coverage as herein
21 provided, LESSOR may, in addition other remedies it may have, suspend or terminate this
22 LEASE upon the occurrence of such event.

23 All policies shall be with admitted insurers licensed to do business in the State of
24 California. Insurance purchased shall be purchased from companies possessing a current
25 A. M. Best, Inc. rating of A FSC VII or better.

26 15. HAZARDOUS SUBSTANCES - LESSEE shall not cause or permit any Hazardous
27 Material (as defined below) to be generated, brought onto, used, stored, or disposed of in or about
28 the Premises by LESSEE or its agents, employees, contractors, subtenants, or invitees, except for

1 such substances that are required in the ordinary course of LESSEE'S business conducted on the
2 Premises or are otherwise approved by LESSOR. LESSEE shall:

3 a. Use, store, and dispose of all such permitted Hazardous Material in strict compliance
4 with all applicable statutes, ordinances, and regulations in effect during the term of this LEASE that
5 relate to public health and safety and protection of the environment ("Environmental Laws"),
6 including, without limitation, those Environmental Laws identified below; and

7 b. Otherwise comply at all times during the term of this LEASE with all Environmental
8 Laws.

9 If, during the term of the LEASE, either LESSOR or LESSEE becomes aware of (i) any
10 actual or threatened release of any Hazardous Material on, under, or about the Premises, or
11 (ii) any inquiry, investigation, proceeding, or claim by any government agency or other person
12 regarding the presence of Hazardous Material on, under, or about the Premises, that Party shall
13 give the other Party written notice of the release or investigation within five (5) days after learning
14 of it and shall simultaneously furnish to the other Party copies of any claims, notices of violation,
15 reports, or other writings received by the Party providing notice that concern the release or
16 investigation.

17 As used in this section 16, the term "Hazardous Material" shall mean any hazardous or
18 toxic substance, material, or waste at any concentration that is or becomes regulated by the United
19 States, the State of California, or any local government authority having jurisdiction over the
20 Premises. Hazardous Material includes, without limitation:

21 a. Any "hazardous substance," as that term is defined in the Comprehensive
22 Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States
23 Code Sections 9601-9675);

24 b. "Hazardous waste," as that term is defined in the Resource Conservation and
25 Recovery Act of 1976 (RCRA) (42 United States Code Sections 6901-6992k);

26 c. Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or
27 substance, within the meaning of any other applicable federal, state, or local law, regulation,
28 ordinance, or requirement (including consent decrees and administrative orders imposing liability

1 or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or
2 material, now or hereafter in effect);

3 d. Petroleum products;

4 e. Radioactive material, including any source, special nuclear, or byproduct material as
5 defined in 42 United States Code Sections 2011-2296b-7;

6 f. Asbestos in any form or condition; and

7 g. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

8 16. AMENDMENT - This LEASE may be amended in writing by the mutual consent of
9 the parties without in any way affecting the remainder.

10 17. NOTICES - All notices to be given under this AGREEMENT by either Party to the
11 other Party shall be in writing, and given by any one of the following methods:

12 (A) Personal delivery;

13 (B) Sent by certified United States mail, first class postage prepaid, with
14 return receipt requested, to the applicable addresses as set forth below, in which case such notice
15 shall be deemed given three (3) business days if LESSOR is the recipient, or three (3) LESSEE
16 business days if LESSEE is the recipient, after such deposit and postmark with the United States
17 Postal Service;

18 (C) Sent by a reputable overnight commercial courier, in which case
19 such notice shall be deemed given one (1) business day if LESSOR is the recipient, or one (1)
20 LESSEE business day if LESSEE is the recipient, after such deposit with that courier to the
21 applicable addresses as set forth below; or

22 (D) Sent by facsimile to the applicable telephone number set forth below,
23 provided that the Party sending such notice retains a legible written copy of documents transmitted
24 and a legible, accurate, written confirmation of the time and date that such facsimile was
25 transmitted (it being agreed that the burden of proving timely receipt will be on the Party sending
26 such notice, and that if such sending Party's confirming document contains an inaccurate time or
27 date, it shall be deemed to have been received by the other Party at 9:00 a.m. on the next
28 succeeding business day if LESSOR is the recipient, or on the next succeeding LESSEE business

day if LESSEE is the recipient, after transmission), and provided further that if such transmission is otherwise completed in compliance with this Section after 5:00 p.m. on any day, it shall not be deemed given until the next succeeding business day of LESSOR if LESSOR is the recipient of such notice, or until the next succeeding LESSEE business day if LESSEE is the recipient of such notice. The addresses and telephone numbers of the Parties for purposes of giving receiving notices under this AGREEMENT are as follows:

LESSOR:
County of Fresno
Arpi K. Apkarian
Deputy Director of General Services
2220 Tulare Street, 16th Floor
Fresno, CA 93721-2120
Facsimile: (559) 488-1988

LESSEE:
Batth Ranch, Inc.
Attn: Gurpal Batth
10511 S. Orange Avenue
Fresno, CA 93725
Facsimile: (559) 834-2885

Provided however, such notices may be given to such person or at such other place as either of the Parties may from time to time designate by giving written notice to the other Party, and provided further however, in any event notices of changes of address, facsimile numbers, or termination of this AGREEMENT shall not be effective until actual delivery of such notice. Notices given hereunder shall not be amendments or modifications to this AGREEMENT.

18. RIGHT OF ENTRY/TRASH REMOVAL - LESSOR, or its representative(s), shall have the right to enter the Premises to confirm LESSEE'S use of the Premises in accordance with section 6 of this LEASE, and/or as necessary to remove litter that may migrate onto the Premises from the adjacent American Avenue Landfill. LESSEE shall be responsible to remove its trash or agricultural waste or trash dumped onto the Premises by unknown parties. The normal business of LESSEE or its invitees shall not be unnecessarily inconvenienced by LESSOR'S entry.

19. GOVERNING LAW - Venue for any action arising out of or relating to this LEASE shall only be in Fresno County, California. This LEASE shall be governed by the laws of the State of California.

20. RELOCATION ASSISTANCE WAIVER - LESSEE waives all right to which LESSEE may be entitled, including eligibility for relocation assistance, under California

Government Code Section 7260, et. seq. with regard to this LEASE.

21. ENTIRETY - This LEASE constitutes the entire LEASE between the LESSOR and LESSEE with respect to the subject matter hereof and supersedes all prior leases, negotiations, proposal, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly referenced in this LEASE.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be

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executed as of the day and year first above written.

LESSOR:
COUNTY OF FRESNO

LESSEE:
BATTH RANCH, INC.

By Judith G. Case
Judith G. Case, Chairman
Board of Supervisors 9/24/10

By Amarpal S. Batth
Amarpal S. Batth, President

ATTEST: BERNICE E. SEIDEL
CLERK, BOARD OF SUPERVISORS

By Amarpal S. Batth
Amarpal S. Batth, Secretary/Treasurer

By Kevin B. Briggs
Deputy

APPROVED AS TO LEGAL FORM:
KEVIN B. BRIGGS, COUNTY COUNSEL

By Kevin B. Briggs
Deputy

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

By Vicki Crow

RECOMMENDED FOR APPROVAL:

By Alan Weaver
Alan Weaver, Director, Department of
Public Works and Planning

RECOMMENDED FOR APPROVAL:

By Arpi K. Apkarian
Arpi K. Apkarian, Deputy Director of
General Services

Fund 0700
Subclass 15000
Org No. 9026
Acct. No. 3404

FL-076Batth/PWPResources(9026)

AMERICAN AVENUE LANDFILL

COUNTY OF FRESNO



Parcel Area (acres)

	American Ave Landfill (438.32 acres)
	Proposed Acres of Property for Lease (420 acres)
	County Owned (738.63 acres)

STANDARD

