



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

May 26, 2022

Lajhbir S. Gill Farms
Attn: Amarinder Gill
12911 South Fruit
Caruthers, CA 93609

Subject: Acknowledgement of Negotiations between County of Fresno and Lajhbir S. Gill Farms regarding the terms of the Second Amendment of Lease Agreement #14-675, including repayment of past due rent and delinquent possessory interest taxes

(Agt. #14-675; FL-118 - American 238 Acres Gill Farm/PWP Resources/9026)

Dear Mr. Gill:

This letter is to acknowledge that the County of Fresno ("County") and Lajhbir S. Gill Farms ("Lessee"), have entered into good faith negotiations to amend the original Lease Agreement #14-675, dated November 4, 2014, and First Amendment to Agreement #14-675, dated March 15, 2016 (together, the "Lease"), to include the Lessee's proposed plan for repayment of past due rents owed under the Lease, for the lease periods from June 1, 2018 through the current month, and to address possessory interest taxes owed for the leased property.

This Lease is for 238 acres of land, including the grape vineyard, located east of Butte Ave, between Central Avenue and American Avenue, Fresno, CA, APN's 020-210-01s and 020-230-22s.

On March 22, 2022, at its regular meeting, the Board of Supervisors ("Board") considered and issued its determination that the Lessee is in material breach of the terms of the Lease, and directed County staff to issue a notice of material breach ("Notice") to the Lessee.

On April 6, 2022, the County delivered the Notice to Lessee notifying Lessee of Lessee's material breach of the terms of the Lease, including failure to pay rent to the County for the lease periods from June 1, 2018, through the current month, pursuant to Section 3 of the Lease, and that the Lease would terminate on May 6, 2022, at 11:59 PM if the breach was not cured.

On May 2, 2022, Lessee met with County staff at the Fresno County Internal Services Department office, located at 333 W. Pontiac Way, and proposed a repayment plan to bring all past due rent amounts current ("Lessee's Proposed Plan").

On May 6, 2022, the County delivered to Lessee a further notice extending the automatic termination date under the Notice to June 30, 2022, at 11:59 PM, to allow time for Lessee to engage in good faith negotiations with the County, in the hopes of reaching an acceptable resolution ("Notice Extension"). On May 19, 2022, the County and Lessee entered into a Tolling Agreement to toll the statute of limitation for

Internal Services / 333 W. Pontiac Way / Clovis, California 93612 / (559) 600-6200 / Fax (559) 600-5927

** The County of Fresno is an Equal Employment Opportunity Employer **

Lajhbir S.Gill Farms

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any action by the County against the Lessee for breach of the Lease, including but not limited to any action for unpaid rent ("Tolling Agreement").

County staff is considering recommending Lessee's Proposed Plan to the Board for approval. According to the discussion between the County and Lessee that occurred on May 2, 2022, the County understands the Lessee's Proposed Plan is as follows:

- In regard to the past due rent amount owed for the lease period of June 1, 2018 through April 30, 2022, (\$1,081,209.16), Lessee shall pay to County \$400,000 per year, by December 31 of each year, until all past due payments are current.
 - First \$400,000 to be received by County on or before 12/31/22
 - Second \$400,000 to be received by County on or before 12/31/23
 - Remaining overdue amount of \$281,209.16 to be received by County on or before 12/31/24
- The newly past due rent amount owed for the lease period of May 1, 2022 through May 31, 2022 (\$23,494.16), shall be paid to County immediately.
- The upcoming rent owed for the lease period of June 1, 2022 through June 30, 2022 (\$23,494.16) shall be paid to County by June 1, 2022.
- The upcoming rent for the lease period of July 1, 2022 through July 31, 2022 (\$23,494.16) shall be paid to County by June 14, 2022.
- All future monthly rental amounts due by Lessee to County, shall continue to be paid in advance, on or before the first day of each month, as provided in the Lease.

Additionally, it has come to County staff's attention that Gill Farms has failed to pay all possessory interest taxes due on its leasehold interest, as required pursuant to Section 10 of the Lease. The County Auditor-Controller/Treasurer-Tax Collector has informed us that, through the end of May 2022, Lessee owes \$300,900.65 in delinquent possessory interest taxes and penalties from the inception of the Lease in 2014. (Please note that, under section 10 of the Lease, you were put on notice of possessory interest taxes, and you agreed to pay any possessory interest tax which may be levied upon the Premises.) The statutory penalties on those delinquent taxes increase by \$2,612.79 every month. Thus, if the delinquent possessory interest taxes are not paid by the end of May, the amount due in June will be \$303,513.44. As part of any agreed payment plan, Lessee must immediately pay in full these delinquent possessory interest taxes, and must agree that failure to pay all possessory interest taxes as they come due is a material breach of the Lease. County staff will not recommend approval any payment plan that does not include immediate payment of the delinquent possessory interest taxes.

County staff is preparing a Second Amendment to the Lease for your approval. If Gill Farms signs a Second Amendment in a form that County staff are willing to recommend for approval, then County staff will present that to the Board of Supervisors with a recommendation for approval at the Board's June 21, 2022 meeting. This Second Amendment will address both the back-rent owed, the delinquent possessory interest taxes and penalties, and will include additional terms, to ensure the County's interests are protected in the event of future default, including but not limited to an acceleration of any past-due and then-currently due rent amounts, an agreement to provide information reporting regarding the payment of possessory interest taxes, an agreement that failure to pay all possessory interest taxes as they come due is a material breach of the Lease, and a contractual commitment that Gill Farms will

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not allow any lien by a third-party against any of the crops grown on the leased property. The County will send you that Second Amendment for your approval shortly.

Finally, we wish to correct a minor error in the Notice. In the table on page 2, in the column labeled "Due Date," the due date for each rent payment should have been listed as the first day of the relevant month, as provided in the Lease. For example, the due date for the lease period of June 1, 2018, through June 30, 2018, was June 1, 2018, not May 21, 2018. That error does not change the fact that the Lessee failed to make monthly rent payments as described in the Notice.

Nothing in this letter is a waiver of any provision of the Lease, the Notice, the Notice Extension, or the Tolling Agreement.

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

Sincerely,

Handwritten signature in blue ink that reads "RWB for RWB".

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

Enclosed: Lease Agreement #14-675
First Amendment to Lease Agreement #14-675
Notice of Material Breach – Dated April 6, 2022
Notice – Extension of Termination Date – Dated May 6, 2022
Tolling Agreement – Dated May 18, 2022

FL-118 AADS/238Acres
Sran/PWPResouces

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into this 4th day of November 2014 by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 21st Floor, Room 2101, Fresno, CA 93721-2106 (hereinafter "LESSOR"), and LAJHBIR S. GILL FARMS, 12911 South Fruit, Caruthers, CA 93609 (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, LESSEE made the highest bid received by LESSOR at a public auction on September 12, 2014.

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, upon the following terms and conditions:

1. LEASED PREMISES - LESSOR leases to LESSEE approximately 238 acres (APN's 020-210-01s and 020-230-22s) as shown on Exhibit "A" attached hereto and incorporated herein by reference, (hereinafter "Premises").

2. TERM - The initial term of this LEASE shall be twenty (20) years, November 4, 2014 to October 31, 2034 (hereinafter "Initial Term"). Thereafter, this LEASE shall renew for five (5) additional periods of one year, such one-year renewals to take place automatically unless one of the parties provides the other with written notice to the contrary 180 days prior to the expiration of the then current LEASE term. The County Administrative Officer, Director of Internal Services/Chief Information Officer, or the Director of Public Works and Planning, or a designee of one of them, is hereby authorized to provide written notice of non-renewal. In no event shall the term of this LEASE extend beyond October 31, 2039.

3. RENT - LESSEE shall pay rent (hereinafter "Rent") to LESSOR for the Premises every three (3) months, with the first rent payment due on or before November 1, 2014, and

1 then in advance every three (3) months thereafter with no payment made more than thirty (30)
2 days prior to the quarterly due date. The rent shall increase by 2.5% on November 1, 2016,
3 and every two years thereafter. The Rent for this LEASE is shown on the following schedule:

Rent Period	Rent
	Per Month
November 1, 2014	\$ 21,816.67
November 1, 2015	\$ 21,816.67
November 1, 2016	\$ 22,362.08
November 1, 2017	\$ 22,362.08
November 1, 2018	\$ 22,921.14
November 1, 2019	\$ 22,921.14
November 1, 2020	\$ 23,494.16
November 1, 2021	\$ 23,494.16
November 1, 2022	\$ 24,081.52
November 1, 2023	\$ 24,081.52
November 1, 2024	\$ 24,683.56
November 1, 2025	\$ 24,683.56
November 1, 2026	\$ 25,300.64
November 1, 2027	\$ 25,300.64
November 1, 2028	\$ 25,933.16
November 1, 2029	\$ 25,933.16
November 1, 2030	\$ 26,581.49
November 1, 2031	\$ 26,581.49
November 1, 2032	\$ 27,246.03
November 1, 2033	\$ 27,246.03
Year to Year	
November 1, 2034	\$ 27,927.18
November 1, 2035	\$ 27,927.18
November 1, 2036	\$ 28,625.36
November 1, 2037	\$ 28,625.36
November 1, 2038	\$ 29,340.99

22 The Rent shall be payable to the County of Fresno and submitted to the following
23 address: County of Fresno, Attn: Resources AADS Principal Engineer (FL-118), 2220 Tulare
24 Street, 6th Floor, Fresno, CA 93721.

25 4. TERMINATION AND RENT REIMBURSEMENT - During the Term of this LEASE,
26 LESSOR may immediately terminate this LEASE for cause if LESSEE has committed a
27 material breach of the LEASE provisions herein and has not cured such breach within thirty
28 (30) days after receiving written notice of same. Under such circumstances, no Rent shall be

1 returned to LESSEE.

2 This LEASE may also be terminated if LESSOR elects to utilize the property for County
3 of Fresno purposes. If the LESSOR intends to terminate this LEASE to utilize the Premises for
4 County purposes, LESSOR shall provide LESSEE with at least one hundred eighty (180) days
5 written notice prior to October 1 of the current lease year with possession to be provided to
6 LESSOR upon completion of the annual crop harvest for the year in which the termination date
7 falls.

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

- 12 a) Prior to five (5) years after commencement of this LEASE: reimburse all
13 LEASE payments.
- 14 b) Five (5) years after commencement of this LEASE, but prior to ten (10)
15 years after commencement of this LEASE: reimburse four (4) years of
16 LEASE payments.
- 17 c) Ten (10) years after commencement of this LEASE, but prior to fifteen
18 (15) years after commencement of this LEASE: reimburse three (3)
19 years of LEASE payments.
- 20 d) Fifteen (15) years after commencement of this LEASE: no
21 reimbursements.

22 If LESSOR terminates this LEASE to utilize the Premises, LESSOR shall be
23 responsible for tree or vine removal.

24 In the case of the LESSOR terminating this LEASE, the Board of Supervisors must
25 approve the termination and the County Administrative Officer, or Director of Internal
26 Services/Chief Information Officer, or the Director of Public Works and Planning, or one of their
27 respective designees, shall have the authority to provide written notice to terminate this
28 LEASE.

1 LESSEE may terminate this LEASE during the Initial Term by providing at least one
2 hundred eighty (180) days written notice prior to October 1 of the current lease year.

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

7 6. IMPROVEMENTS AND USE - LESSEE agrees to use the Premises for
8 agricultural purposes only. LESSEE further agrees to keep fences, if any, or other such
9 improvements on the Premises in good repair. Upon termination of this LEASE, LESSOR
10 agrees to permit LESSEE to remove all improvements constructed by LESSEE, with the
11 exception of fences constructed by LESSEE on the Premises during the term of this LEASE.
12 Improvements shall become the property of the LESSOR if not removed within ninety (90) days
13 after termination of this LEASE. Subject to the foregoing exceptions, it is understood that
14 LESSEE shall, at its sole cost and within ninety (90) days after the expiration of this LEASE or
15 sooner termination by LESSEE remove any trees or vines planted on the Premises, any
16 rubbish, trash, discarded equipment, cuttings from vines or trees on the Premises, and restore
17 the Premises to bare agricultural land. LESSOR shall only be obligated to remove any
18 plantings on the Premises if LESSOR elects under Section 4. hereinabove to terminate this
19 LEASE to use the Premises for County purposes during the Initial Term or during any
20 automatic renewal period.

21 LESSOR makes no guarantee, representation, or warranty that the Premises are safe
22 or suitable for LESSEE'S intended use, or are in compliance with any or all applicable laws,
23 ordinances and regulations for use of the Premises.

24 7. WATER WELLS/IRRIGATION PIPING - LESSOR makes no guarantee and does
25 not represent that the existing water well or irrigation systems, if any, located on the Premises
26 will provide water. LESSEE, at its sole expense, is responsible for water to the Premises,
27 which may include refurbishing the water well, drilling new water wells, installing and/or
28 maintaining underground irrigation systems, and providing pumps for water wells. Further

1 LESSEE shall be responsible to maintain and repair all equipment associated with any water
2 wells.

3 There is no ditch water available for the Premises. LESSOR will not be responsible to
4 deliver any water to the Premises.

5 8. MAINTENANCE OF LEASED PREMISES - LESSEE agrees not to commit,
6 suffer or permit any waste or nuisance on the Premises, and not to use or permit the use of the
7 Premises for any illegal or immoral purposes. LESSEE further agrees to comply with all
8 applicable Federal and State laws, local ordinances or other governmental regulations.
9 LESSEE further agrees to maintain fire breaks as necessary to protect the premises from fire;
10 control the growth of noxious weeds and wild grasses; and control premises of any pest
11 required by local, state, and federal government. If crops are grown, LESSEE shall use
12 accepted practices for maintaining the soil in the condition it was received.

13 9. INDEPENDENT CONTRACTOR - In performance of the work, duties and
14 obligations assumed by LESSEE under this LEASE, it is mutually understood and agreed that
15 LESSEE, including any and all of the LESSEE'S officers, agents, and employees will at all times
16 be acting and performing as an independent contractor, and shall act in an independent capacity
17 and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the
18 LESSOR. Furthermore, LESSOR shall have no right to control or supervise or direct the manner
19 or method by which LESSEE shall perform its work and function. However, LESSOR shall retain
20 the right to administer this LEASE so as to verify that LESSEE is performing its obligations in
21 accordance with the terms and conditions thereof.

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

25 Because of its status as an independent contractor, LESSEE shall have absolutely no right
26 to employment rights and benefits available to LESSOR'S employees. LESSEE shall be solely
27 liable and responsible for providing to, or on behalf of, its employees all legally-required
28 employee benefits. In addition, LESSEE shall be solely responsible and save LESSOR

1 harmless from all matters relating to payment of LESSEE'S employees, including compliance
2 with Social Security withholding and all other regulations governing such matters. It is
3 acknowledged that during the term of this LEASE, LESSEE may be providing services to
4 others unrelated to the LESSOR or to this LEASE.

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

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

13 12. HOLD HARMLESS - LESSEE agrees to indemnify, save, hold harmless, and at
14 LESSOR'S request, defend the LESSOR, its officers, agents, and employees from any and all
15 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to LESSOR
16 in connection with the performance, or failure to perform, by LESSEE, its officers, agents, or
17 employees under this LEASE, and from any and all costs and expenses, damages, liabilities,
18 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
19 or damaged by the performance, or failure to perform of LESSEE, its officers, agents, or
20 employees under this LEASE. This LEASE is made upon the expressed condition that the
21 LESSOR is to be free of all liability, damages or injury arising from the Premises unless caused
22 by the negligence or willful misconduct of LESSOR, its officers, agents or employees.

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

25 13. INSURANCE - Without limiting the LESSOR'S right to obtain indemnification from
26 LESSEE or any third parties, LESSEE, at its sole expense, shall maintain in full force and
27 effect, the following insurance policies or a program of self-insurance, throughout the term of
28 this LEASE:

- 1 a. Commercial General Liability - Commercial General Liability Insurance with limits of
- 2 not less than One Million Dollars (\$1,000,000) per occurrence and an annual
- 3 aggregate of Two Million (\$2,000,000). This policy shall be issued on a per
- 4 occurrence basis. COUNTY may require specific coverages including completed
- 5 operations, products liability, contractual liability, Explosion-Collapse-Underground,
- 6 fire legal liability, or any other liability insurance deemed necessary because of the
- 7 nature of this contract.
- 8 b. Property Insurance – Against all risk of loss to LESSOR property, at full replacement
- 9 cost with no coinsurance penalty provision, naming LESSOR as additional loss
- 10 payee.
- 11 c. Automobile Liability - Comprehensive Automobile Liability Insurance with limits for
- 12 bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per
- 13 person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for
- 14 property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such
- 15 coverage with a combined single limit of Five Hundred Thousand Dollars
- 16 (\$500,000.00). Coverage should include owned and non-owned vehicles used in
- 17 connection with this Agreement.
- 18 d. Worker's Compensation - A policy of Worker's Compensation insurance may be
- 19 required by the California Labor Code.

20 LESSEE shall obtain endorsements to the Commercial General Liability insurance
21 naming the County of Fresno (hereinafter "County"), its officers, agents, and employees,
22 individually and collectively, as additional insured, but only insofar as the operations under this
23 LEASE are concerned. Such coverage for additional insured shall apply as primary insurance
24 and any other insurance, or self-insurance, maintained by, County, its officers, agents, and
25 employees shall be excess only and not contributing with insurance provided under LESSEE'S
26 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty
27 (30) days advance written notice given to County.

28 Within (30) days from date LESSEE executes this LEASE, LESSEE shall provide

1 certificates of insurance and endorsement as stated above for all of the foregoing policies, as
2 required herein, to the County of Fresno, Attn: ISD Lease Services (FL-118), 2220 Tulare
3 Street, 21st Floor, Room 2101, Fresno, CA 93721-2106, stating that such insurance coverages
4 have been obtained and are in full force; that the County, its officers, agents and employees
5 will not be responsible for any premiums on the policies; that such Commercial General
6 Liability insurance names the County, its officers, agents, and employees, individually and
7 collectively, as additional insured, but only insofar as the operations under this LEASE are
8 concerned; that such coverage for additional insured shall apply as primary insurance and any
9 other insurance, or self- insurance shall not be cancelled or changed without a minimum of
10 thirty (30) days advance, written notice given to County.

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

14 All policies shall be with admitted insurers licensed to do business in the State of
15 California. Insurance purchased shall be purchased from companies possessing a current A.M
16 Best Company rating of A FSC VII or better.

17 LESSOR shall maintain during the term of this LEASE the following policies of insurance,
18 which coverages may be provided in whole or in part through one or more programs of self-
19 insurance:

- 20 a. Commercial General liability insurance with limits of not less than One Million
21 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of not less than
22 Two Million Dollars (\$2,000,000.00). This policy shall be issued on an occurrence
23 basis.
- 24 b. All-Risk property insurance.

25 14. HAZARDOUS SUBSTANCES - LESSEE shall not cause or permit any Hazardous
26 Material (as defined below) to be generated, brought onto, used, stored, or disposed of in or
27 about the Premises by LESSEE or its agents, employees, contractors, subtenants, or invitees,
28 except for such substances that are required in the ordinary course of LESSEE'S farming the

1 Premises, such as approved farm chemicals and fertilizers, or other substances as may be
2 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 14, 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 15. MATERIAL SAFETY DATA SHEETS – LESSEE shall submit Material Safety Data
9 Sheets (MSDS) upon application for any chemicals used on the property. A copy of the MSDS
10 sheets shall be submitted annually on or before April 1 during the term of this LEASE to:

11 County of Fresno, Department of Public Works and Planning – Resources Division, Attn:
12 AADS Principal Engineer, 2220 Tulare, Suite 600, Fresno, CA 93721. The MSDS submittal
13 shall also include the application dates and estimated quantities of the said chemicals.

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

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

18 (A) Personal delivery; or

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

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

28 The addresses and telephone numbers of the Parties for purposes of giving receiving

1 notices under this LEASE are as follows:

2	LESSOR:	LESSEE:
3	County of Fresno	Gill Farms
4	Director of Internal Services (FL-118)	Attn: Amarinder Gill
5	ISD Lease Services	12911 S. Fruit
6	2220 Tulare Street, 21st Floor, Room 2101	Caruthers, CA 93609
7	Fresno, CA 93721-2106	Telephone: (559) 970-9922
8	Telephone: (559) 600-5800	

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

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

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

24 20. AUTHORITY - Each individual executing this LEASE on behalf of LAJHBIR S.
25 GILL FARMS represents and warrants that each such individual is duly authorized to execute
26 and deliver this LEASE on behalf of LAJHBIR S. GILL FARMS and that this LEASE is binding
27 upon LAJHBIR S. GILL FARMS in accordance with its terms. The terms of this LEASE are
28 intended by the parties as a final expression of their agreement with respect to such terms as
are included in this LEASE and may not be contradicted by evidence of any prior or
contemporaneous agreement, arrangement, understanding or negotiation (whether oral or

1 written).

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

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

7 ///

8 ///

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FL-118 AADS/238Acres
Sran/PWPResouces

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executed as of the day and year first above written.

LESSOR:
COUNTY OF FRESNO

LESSEE:
LAJHBIR S. GILL FARMS


By 
Andreas Borgeas, Chairman
Board of Supervisors

By 
Amarinder S. Gill, Owner

Date 11.4.14

Date 10-15-14

ATTEST: BERNICE E. SEIDEL, CLERK
BOARD OF SUPERVISORS

By 
Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By 
Deputy

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

By 

RECOMMENDED FOR APPROVAL:

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

RECOMMENDED FOR APPROVAL:

By 
Robert W. Bash, Director of Internal
Services/Chief Information Officer

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

FL-118/GillFarms/PWPResources(9026)

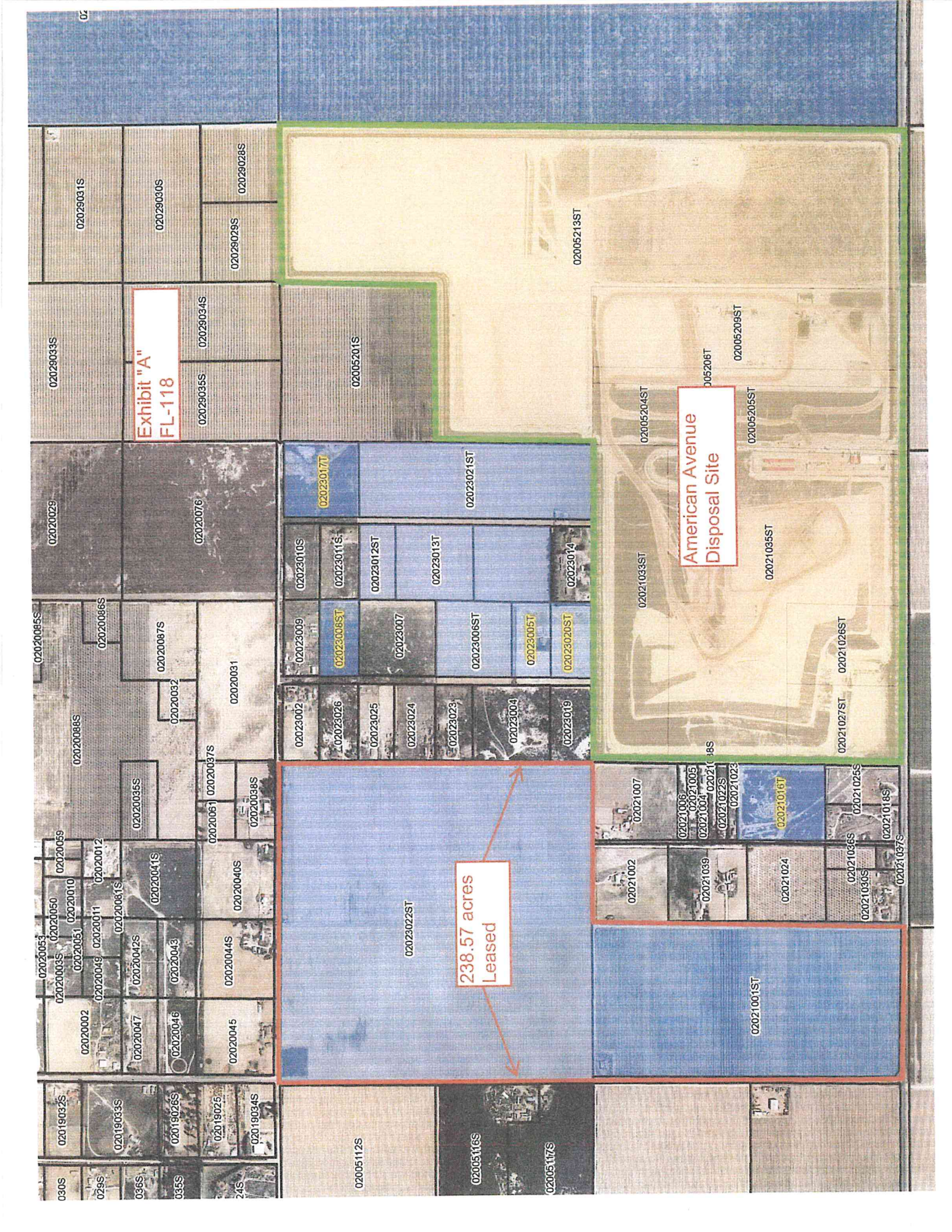


Exhibit "A"
FL-118

American Avenue
Disposal Site

238.57 acres
Leased

- 030S
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- 02019033S
- 02019026S
- 02019025S
- 02019034S
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- 02023012ST
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- 02021035S
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- 02005206T
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FL-118 American238acres
GillFarm/PWPRResources/9026

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AMENDMENT I TO LEASE AGREEMENT NO. 14-675

This AMENDMENT I to Lease Agreement No. 14-675 (hereinafter "AMENDMENT") is made and entered into this 15th day of March, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 21st Floor, Room 2101, Fresno, CA 93721-2106 (hereinafter "LESSOR"), and LAJHBIR S. GILL FARMS, 12911 South Fruit, Caruthers, CA 93609 (hereinafter "LESSEE"). LESSOR and LESSEE may, hereinafter, be referred to collectively as "Parties" or individually as "Party".

WITNESS:

WHEREAS, Lease Agreement No. 14-675 (hereinafter "ORIGINAL AGREEMENT") was executed on November 4, 2014 for two hundred thirty-eight (238) acres of farmland located at the American Avenue Disposal site, with rent paid quarterly beginning November 1, 2014; and

WHEREAS, LESSEE has requested to change the rent payment terms from quarterly to monthly; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

Section 3. RENT is deleted and replaced with the following:

"3. RENT – LESSEE shall pay rent (hereinafter "Rent") to LESSOR for the Premises every three (3) months for the period November 4, 2014 to April 30, 2016 with the first rent payment due on or before November 1, 2014. Beginning May 1, 2016, the Rent shall be paid monthly, and then in advance every one month thereafter with no payment made more than thirty (30) days prior to the monthly due date. The rent shall increase by 2.5% on November 1, 2016, and every two years thereafter. The Rent for this LEASE is shown on the following schedule:

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Rent Period	Rent Per Month
November 1, 2014	\$ 21,816.67
November 1, 2015	\$ 21,816.67
November 1, 2016	\$ 22,362.08
November 1, 2017	\$ 22,362.08
November 1, 2018	\$ 22,921.14
November 1, 2019	\$ 22,921.14
November 1, 2020	\$ 23,494.16
November 1, 2021	\$ 23,494.16
November 1, 2022	\$ 24,081.52
November 1, 2023	\$ 24,081.52
November 1, 2024	\$ 24,683.56
November 1, 2025	\$ 24,683.56
November 1, 2026	\$ 25,300.64
November 1, 2027	\$ 25,300.64
November 1, 2028	\$ 25,933.16
November 1, 2029	\$ 25,933.16
November 1, 2030	\$ 26,581.49
November 1, 2031	\$ 26,581.49
November 1, 2032	\$ 27,246.03
November 1, 2033	\$ 27,246.03
November 1, 2034	\$ 27,927.18
November 1, 2035	\$ 27,927.18
November 1, 2036	\$ 28,625.36
November 1, 2037	\$ 28,625.36
November 1, 2038	\$ 29,340.99

The Rent shall be payable to the County of Fresno and submitted to the following address: County of Fresno, Attn: Resources AADS Principal Engineer (FL-118), 2220 Tulare Street, 6th Floor, Fresno, CA 93721."

The Parties agree that this AMENDMENT I is sufficient to amend the LEASE and that, upon the Parties' execution of this AMENDMENT I, the LEASE and this AMENDMENT I shall together be considered the LEASE. All provisions set forth in the

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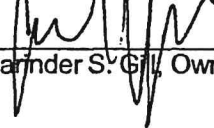
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LEASE and not amended herein shall remain in full force and effect.

LESSOR:
COUNTY OF FRESNO

LESSEE:
LAJHBIR S. GILL FARMS

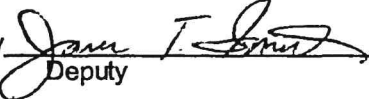
By 
Ernest Buddy Mendes, Chairman
Board of Supervisors

By 
Amarinder S. Gill, Owner


ATTEST: BERNICE E. SEIDEL, CLERK
BOARD OF SUPERVISORS

By 
Deputy

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By 
Deputy

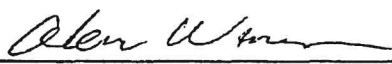
APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

By 

RECOMMENDED FOR APPROVAL:

By 
Robert W. Bash, Director of Internal
Services/Chief Information Officer

RECOMMENDED FOR APPROVAL:

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

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

FL-118/GillFarms/PWPResources(9026)



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

April 6, 2022

Lajhbir S. Gill Farms
Attn: Amarinder Gill
12911 South Fruit
Caruthers, CA 93609

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

(Agt. #14-675; FL-118 - American 238 Acres Gill Farm/PWP Resources/9026)

Dear Mr. Gill:

This letter is the County of Fresno's ("County") notice ("Notice") to Lajhbir S. Gill Farms ("Lessee") of the Lessee's material breach of the terms of Lease Agreement #14-675, dated November 4, 2014, and amended on March 15, 2016 ("Lease"), including the Lessee's failure to pay rent to the County ("Lessor"), for the lease periods from June 1, 2018 through the current month, 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 rent due, and termination of the Lease if such rent due is not timely paid.

This Lease is for 238 acres of land, including the grape vineyard, located east of Butte Ave, between Central Avenue and American Avenue, Fresno, CA, APN's 020-210-01s and 020-230-22s.

On March 22, 2022, at its regular meeting, the Board of Supervisors ("Board") considered this item, and issued its determination that the Lessee is in material breach of the terms of the Lease, and directed County staff to issue this Notice to the Lessee.

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 due to the Lessor as of February 28, 2022 is **\$1,057,715.00**, calculated as follows:

Internal Services / 333 W. Pontiac Way / Clovis, California 93612 / (559) 600-6200 / Fax (559) 600-5927

** The County of Fresno is an Equal Employment Opportunity Employer **

Lajhbir S.Gill Farms

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 6, 2022

Page 2

Due Date	Lease Period	Days Past Due	Amount
5/21/2018	June 1, 2018 - June 30, 2018	1405	\$18,758.60
6/19/2018	July 1, 2018 - July 31, 2018	1376	\$22,362.08
7/17/2018	August 1, 2018 - August 31, 2018	1348	\$22,362.08
8/13/2018	September 1, 2018 - September 30, 2018	1321	\$22,362.08
9/20/2018	October 1, 2018 - October 31, 2018	1283	\$22,362.08
10/22/2018	November 1, 2018 - November 30, 2018	1251	\$22,921.14
11/15/2018	December 1, 2018 - December 31, 2018	1227	\$22,921.14
12/11/2018	January 1, 2019 - January 31, 2019	1201	\$22,921.14
1/15/2019	February 1, 2019 - February 28, 2019	1166	\$22,921.14
2/13/2019	March 1, 2019 - March 31, 2019	1137	\$22,921.14
3/13/2019	April 1, 2019 - April 30, 2019	1109	\$22,921.14
4/15/2019	May 1, 2019 - May 31, 2019	1076	\$22,921.14
5/14/2019	June 1, 2019 - June 30, 2019	1047	\$22,921.14
6/12/2019	July 1, 2019 - July 31, 2019	1018	\$22,921.14
7/18/2019	August 1, 2019 - August 31, 2019	982	\$22,921.14
8/19/2019	September 1, 2019 - September 30, 2019	950	\$22,921.14
9/17/2019	October 1, 2019 - October 31, 2019	921	\$22,921.14
10/15/2019	November 1, 2019 - November 30, 2019	893	\$22,921.14
11/18/2019	December 1, 2019 - December 31, 2019	859	\$22,921.14
12/10/2019	January 1, 2020 - January 31, 2020	837	\$22,921.14
1/21/2020	February 1, 2020 - February 29, 2020	795	\$22,921.14
2/18/2020	March 1, 2020 - March 31, 2020	767	\$22,921.14
3/18/2020	April 1, 2020 - April 30, 2020	738	\$22,921.14
4/16/2020	May 1, 2020 - May 31, 2020	709	\$22,921.14
5/21/2020	June 1, 2020 - June 30, 2020	674	\$22,921.14
6/17/2020	July 1, 2020 - July 31, 2020	647	\$22,921.14
7/23/2020	August 1, 2020 - August 31, 2020	611	\$22,921.14
8/24/2020	September 1, 2020 - September 30, 2020	579	\$22,921.14
9/15/2020	October 1, 2020 - October 31, 2020	557	\$22,921.14
10/14/2020	November 1, 2020 - November 30, 2020	528	\$23,494.16
11/13/2020	December 1, 2020 - December 31, 2020	498	\$23,494.16
12/10/2020	January 1, 2021 - January 31, 2021	471	\$23,494.16
1/15/2021	February 1, 2021 - February 28, 2021	435	\$23,494.16
2/10/2021	March 1, 2021 - March 31, 2021	409	\$23,494.16
3/11/2021	April 1, 2021 - April 30, 2021	380	\$23,494.16
4/15/2021	May 1, 2021 - May 31, 2021	345	\$23,494.16
5/17/2021	June 1, 2021 - June 30, 2021	313	\$23,494.16
6/14/2021	July 1, 2021 - July 31, 2021	285	\$23,494.16
7/20/2021	August 1, 2021 - August 31, 2021	249	\$23,494.16
8/20/2021	September 1, 2021 - September 30, 2021	218	\$23,494.16
9/20/2021	October 1, 2021 - October 31, 2021	187	\$23,494.16
10/20/2021	November 1, 2021 - November 30, 2021	157	\$23,494.16

Lajhbir S.Gill Farms

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 6, 2022

Page 3

11/22/2021	December 1, 2021 - December 31, 2021	124	\$23,494.16
12/22/2021	January 1, 2022 - January 31, 2022	94	\$23,494.16
1/24/2022	February 1, 2022 - February 28, 2022	61	\$23,494.16
2/24/2022	March 1, 2022 - March 31, 2022	30	\$23,494.16
3/31/2022	April 1, 2022 – April 30, 2022	6	\$23,494.16
Total Amount Past Due			\$1,081,209.16

Current Rent Due

In addition to the past due rent described above, the upcoming amount of monthly rent is due by April 30, 2022, for the period of May 1, 2022, through May 31, 2022, in the amount of **\$23,494.16**. 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 **\$1,104,703.32** (*i.e.*, past due amount of **\$1,081,209.16** plus forthcoming monthly payment of **\$23,494.16**).

Total Rent Due Upon Termination Due to Material Breach

If the material breach is not corrected by May 6, 2022 (30 days from the date of this Notice), then the result will be as follows:

- The Lease will terminate, effective May 6, 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 **\$1,081,209.16**.
 - The prorated monthly rent ("Prorated Monthly Rent") for the period of May 1, 2022 through the termination date of May 6, 2022, in the amount of **\$4,547.26**.
 - **The total amount of rent due to the County if the breach is not cured, and the Lease is terminated, shall be \$1,085,756.42 (Past Due Rent Due to Material Breach of \$1,081,209.16, plus Prorated Monthly Rent of \$4,547.26).**
 - **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.

Pursuant to Section 4 of the Lease, if all past-due and current rent owed to the Lessor, in the amount of **\$1,104,703.32** as described above, is not paid in full within 30 Days of the issuance of this Notice, the Lease shall be immediately terminated 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.

Lajhbir S.Gill Farms

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 6, 2022

Page 4

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, any rubbish, trash, discarded equipment, cuttings from vines or trees on the Premises, and restore the Premises to bare agricultural land. The Lessee's failure to comply with this requirement, and County's restoration of the leased premises to such original condition, shall 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. Improvements shall become the property of the County if not removed within ninety (90) days after termination of the Lease. If Lessee does not remove its improvements and plantings, including trees and vines, within this ninety (90) 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,

A handwritten signature in black ink, appearing to read "Robert Bash", written over a horizontal line.

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

Enclosed: Lease Agreement #14-675
First Amendment to Lease Agreement #14-675



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

May 6, 2022

Lajhbir S. Gill Farms
Attn: Amarinder Gill
12911 South Fruit
Caruthers, CA 93609

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

(Agt. #14-675; FL-118 - American 238 Acres Gill Farm/PWP Resources/9026)

Dear Mr. Gill:

On April 6, 2022, the County of Fresno ("County") issued a notice ("Notice") to Lajhbir S. Gill Farms ("Lessee") of the Lessee's material breach of the terms of Lease Agreement #14-675, dated November 4, 2014, and amended on March 15, 2016 ("Lease"), including the Lessee's failure to pay rent to the County ("Lessor"), for the lease periods from June 1, 2018 through the current month, pursuant to Section 3 of the Lease. The Notice is attached to this letter.

The Notice provided that, pursuant to Section 4 of the Lease, if all past-due and current rent owed to the Lessor, in the amount of \$1,104,703.32, was not paid in full within 30 Days of the issuance of the Notice, the Lease would be immediately terminated 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.

You have indicated a desire to enter into a payment plan for the past-due rent owed under the Lease. This letter extends the automatic termination date of the Lease until June 30, 2022, at 11:59pm, to allow time for you to engage in good faith negotiation with the County, in the hopes of reaching an acceptable resolution of the issues outlined in the Notice.

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.

Lajhbir S.Gill Farms

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 – Extension of Termination Date

May 6, 2022

Page 2

Sincerely,



Robert Bash

Director of Internal Services/Chief Information Officer

County of Fresno

Enclosed: Notice of Material Breach of Lease Agreement, Demand for Payment of Rent Due, and Termination of Lease if Rent Due is not Timely Paid, dated April 6, 2022

1 **TOLLING AGREEMENT**

2 This Tolling Agreement ("Agreement") is between Lajhbir S. Gill Farms, ("Lessee"), and
3 the County of Fresno, a political subdivision of the State of California ("County").

4 **Recitals**

5 A. On November 4, 2014, the Lessee and the County entered into a lease agreement,
6 which was County agreement number 14-675, which was amended on March 15, 2016, and
7 which may occasionally be amended by the parties, by which the County leased to the Lessee
8 certain agricultural land ("Lease").

9 B. A dispute has arisen between the parties regarding payment of rent by the Lessee under
10 the Lease ("Dispute"). On or around April 6, 2022, the County delivered to the Lessee a "Notice
11 of Material Breach of Lease Agreement, Demand for Payment of Past Rent Due, and
12 Termination of Lease if Past Rent Due is Not Paid" ("Notice"). On or around May 6, 2022, the
13 County delivered to the Lessee a notice extending the period of the Notice until June 30, 2022
14 ("Extension").

15 C. The parties hope to resolve the Dispute without engaging in litigation.

16 D. Under Code of Civil Procedure section 337, any action upon a written contract, such as
17 the Lease, must be brought within four years.

18 E. The parties agree that they would benefit from additional time, beyond the statute of
19 limitations for breach of contract, to resolve the Dispute without engaging in litigation.

20 **The parties therefore agree as follows:**

21 **Article 1**

22 **Tolling Provisions**

23 1.1 The statute of limitation for any action by the County against the Lessee for breach of
24 the Lease, including but not limited for any action for unpaid rent, is tolled for a period ("Tolling
25 Period") that lasts until the earliest of the following:

26 (A) 30 days after the County gives written notice to the Lessee that all rent due under
27 the Lease, including but not limited to all amounts that are the subject of the Dispute,
28 has been paid as of the date of the notice;

1 (B) 30 days after the County gives written notice of a breach by the Lessee of any
2 payment plan that may be established for payment of the amounts that are the subject of
3 the Dispute;

4 (C) 30 days after written notice by the County to the Lessee of the termination of this
5 Agreement; or

6 (D) 30 days after the expiration or termination of the Lease.

7 1.2 During the Tolling Period, the Lessee waives and agrees not to assert any defense
8 that a statute of limitation bars or limits any claim by the County against the Lessee for unpaid
9 rent under the Lease.

10 1.3 The County agrees not to commence any action against the Lessee for unpaid rent
11 under the Lease until the earliest of the following:

12 (A) The date of the County's written notice as provided in paragraph (A), (B), or (C)
13 of section 1.1 of this agreement; or

14 (B) The date of the expiration or termination of the Lease.

15 1.4 Upon the effective cancellation or upon expiration of the Tolling Period, the statute of
16 limitation for any action for unpaid rent shall resume running, and any remaining periods of time
17 within which the County may assert a claim against the Lessee for unpaid rent under the Lease
18 is preserved until after the Tolling Period.

19 1.5 Nothing in this Agreement is intended, nor may it be construed, to waive or modify
20 any provision of the Lease. Nothing in this Agreement limits the right of the County to terminate
21 the Lease as provided in the Lease. Nothing in this Agreement waives any provision of the
22 Notice or the Extension.

23 1.6 Each party has carefully read this Agreement and understands it. Each party has
24 received independent legal advice from an attorney of their choice regarding the preparation,
25 review, and advisability of executing this Agreement. Before signing, each party's attorney has
26 reviewed this Agreement, and each party acknowledges that it signs this Agreement after
27 independent investigation and without fraud, duress, or undue influence.

28

1 **Article 2**

2 **Notices**

3 2.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**
6 Director of Internal Services/Chief Information Officer
7 County of Fresno
8 333 West Pontiac Avenue
9 Clovis, CA 93612
10 isdcontracts@fresnocountyca.gov

11 **For the Lessee:**
12 Gill Farms
13 Attn: Amarinder Gill
14 12911 S. Fruit
15 Caruthers, CA 93609
16 amarinderpaulgill@yahoo.com

17 2.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3.

19 2.3 **Method of Delivery.** Each notice between the County and the Lessee provided for
20 or permitted under this Agreement must be in writing, state that it is a notice provided under this
21 Agreement, and be delivered either by personal service, by first-class United States mail, by an
22 overnight commercial courier service, or by Portable Document Format (PDF) document
23 attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County
26 business days after deposit in the United States mail, postage prepaid, addressed to the
27 recipient.

28 (C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by PDF document attached to an email is effective when
transmission to the recipient is completed (but, if such transmission is completed outside

1 of County business hours, then such delivery is deemed to be effective at the next
2 beginning of a County business day), provided that the sender maintains a machine
3 record of the completed transmission.

4 **2.4 Claims Presentation.** For all claims arising from or related to this Agreement,
5 nothing in this Agreement establishes, waives, or modifies any claims presentation
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
7 of Title 1 of the Government Code, beginning with section 810).

8 **Article 3**

9 **General Provisions**

10 **3.1 Modification.** This Agreement may not be modified, and no waiver is effective,
11 except by written agreement signed by both parties. The Lessee acknowledges that County
12 employees have no authority to modify this Agreement except as expressly provided in this
13 Agreement.

14 **3.2 Non-Assignment.** Neither party may assign its rights or delegate its obligations
15 under this Agreement without the prior written consent of the other party.

16 **3.3 Governing Law.** The laws of the State of California govern all matters arising from
17 or related to this Agreement.

18 **3.4 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
19 County, California. The Lessee consents to California jurisdiction for actions arising from or
20 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
21 brought and maintained in Fresno County.

22 **3.5 Construction.** The final form of this Agreement is the result of the parties' combined
23 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
24 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
25 against either party.

26 **3.6 Days.** Unless otherwise specified, "days" means calendar days.

27 **3.7 Headings.** The headings and section titles in this Agreement are for convenience
28 only and are not part of this Agreement.

1 **3.8 Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 **3.9 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
7 of the Lessee under this Agreement on any one or more occasions is not a waiver of
8 performance of any continuing or other obligation of the Lessee and does not prohibit
9 enforcement by the County of any obligation on any other occasion.

10 **3.10 Entire Agreement.** This Agreement is the entire agreement between the Lessee and
11 the County with respect to the subject matter of this Agreement, and it supersedes all previous
12 negotiations, proposals, commitments, writings, advertisements, publications, and
13 understandings of any nature unless those things are expressly included in this Agreement.

14 **3.11 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
15 create any rights or obligations for any person or entity except for the parties.

16 **3.12 Authorized Signature.** The Lessee represents and warrants to the County that:

17 (A) The Lessee is duly authorized and empowered to sign and perform its obligations
18 under this Agreement.

19 (B) The individual signing this Agreement on behalf of the Lessee is duly authorized
20 to do so and his or her signature on this Agreement legally binds the Lessee to the terms
21 of this Agreement.

22 **3.13 Electronic Signatures.** The parties agree that this Agreement may be executed by
23 electronic signature as provided in this section.

24 (A) An "electronic signature" means any symbol or process intended by an individual
25 signing this Agreement to represent their signature, including but not limited to (1) a
26 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
27 electronically scanned and transmitted (for example by PDF document) version of an
28 original handwritten signature.

1 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
2 equivalent to a valid original handwritten signature of the person signing this Agreement
3 for all purposes, including but not limited to evidentiary proof in any administrative or
4 judicial proceeding, and (2) has the same force and effect as the valid original
5 handwritten signature of that person.

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

9 (D) Each party using a digital signature represents that it has undertaken and
10 satisfied the requirements of Government Code section 16.5, subdivision (a),
11 paragraphs (1) through (5), and agrees that each other party may rely upon that
12 representation.

13 (E) This Agreement is not conditioned upon the parties conducting the transactions
14 under it by electronic means and either party may sign this Agreement with an original
15 handwritten signature.

16 3.14 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Agreement on the date stated in the introductory clause.

LAJHBIR S. GILL FARMS

COUNTY OF FRESNO

Date: 5-18-2022

Date: 5/18/22


Amarinder S. Gill, Owner


Daniel C. Cederborg, County Counsel

12911 S. Fruit
Caruthers, CA 93609