

GRAZING LEASE

This Lease is made effective as of April 1, 2025, by and between (i) the Fresno Irrigation District, a California irrigation district (“Landlord”), and (ii) _____, husband and wife *or LLC, etc.* (“Tenant”).

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lease. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the real property described in Exhibit A to this Lease (the “Leased Premises”), on the terms and subject to the conditions of this Lease.

2. Term. The term of this Lease shall commence on April 1, 2025 and expire on March 31, 2030. This Lease shall be deemed automatically renewed each year thereafter unless either party gives the other party at least 30 days’ written notice of termination to the other party prior to commencement of the new lease year.

3. Rent. As rental for the Leased Premises, Tenant hereby agrees to pay to Landlord a total annual rent of \$ _____. Payment shall be made in two installments of \$ _____, with the first installment due on the execution (or annual renewal) of this Lease, and the second installment due October 1, of the following year.

4. Use of Leased Premises. Tenant shall use the Leased Premises for the purpose of feeding, maintenance, grazing, and production of agricultural livestock consistent with the terms of this Lease and with good farming practices and animal husbandry. No other use shall be permitted without the prior written consent of Landlord.

5. Operations on Leased Premises.

(a) Tenant shall, at Tenant’s sole cost and expense, comply with any and all present or future laws, ordinances, rules, regulations, requirements, and orders of federal, state, county, or municipal governments that may apply in any way to the use, maintenance, operations, or production of livestock on the Leased Premises; and,

(b) Tenant agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments on the Leased Premises that will have a residual effect beyond the term of this Lease, except with the prior written consent of Landlord. Any and all pesticides, insecticides, fungicides, herbicides or other permitted chemical treatments on the Leased Premises shall be at Tenant’s sole cost and expense, per the approved process, handling and license requirements for materials and applicator.

(c) Tenant is responsible for the integrity of fencing used to enclose livestock types Tenant is grazing on the Leased Premises consistent with the commercial industry fencing standards for each livestock types (cattle, sheep, goats, etc.) including the Tenant’s obligation to install new fencing and/or maintain existing fencing depending on

the livestock types Tenant is grazing on the Leased Premises and the need for Tenant's fencing to prohibit livestock escaping, leaving or wandering off the Leased Premises,

6. Waste or Nuisance. Tenant shall not commit, allow or permit others to commit, any waste or nuisance on the Leased Premises. Tenant shall not use, allow or permit the use of the Leased Premises for any unlawful purpose.

7. Taxes and Assessments. Before delinquency, Tenant shall pay all real property taxes or assessments levied on the Leased Premises during the term, together with any taxes or assessments levied on Tenant's personal property situated in or about the Leased Premises.

8. Insurance. Tenant shall, at all times during the term of this Lease, maintain and keep in force a comprehensive general liability policy with minimum coverage of at least \$1,000,000. Landlord shall be named as additional insured on said policy and shall be provided policy endorsements satisfactory to Landlord. Said insurance shall insure against liability for any livestock that may escape or wander from the Leased Premises and the consequences thereof, including indemnification for the Landlord in connection therewith. Proof of the insurance coverage obtained by Tenant must be given to Landlord prior to the commencement of this Lease. Any contract entered into by Tenant for insurance coverage on the Leased Premises shall include a provision requiring timely notice to Landlord in the event of cancellation of coverage by the insurer. Tenant is also responsible for any workers' compensation insurance required under state law. Tenant's failure to provide and/or maintain said insurance coverage as described shall constitute a default under this Lease.

9. Maintenance. Tenant, at Tenant's own expense, shall repair, keep and maintain the Leased Premises, all improvements on the Leased Premises (including but not limited to all fences, gates, corrals, pens and enclosures), and all other facilities appurtenant to the Leased Premises, in good order and repair and in as safe and clean a condition as they were when received from Landlord, reasonable wear and tear excepted.

10. Alterations and Mechanics' Liens. Tenant shall not make or permit any alterations or improvements to the Leased Premises without the prior written consent of Landlord. On termination or expiration of this Lease, all improvements and alterations other than trade fixtures shall be the property of Landlord, and no reimbursement to Tenant shall be required. Tenant shall remove all trade fixtures placed by Tenant on the Leased Premises within 5 days after the expiration of this Lease. Tenant shall keep the Leased Premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant.

11. Inspection by Landlord. Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Leased Premises at all reasonable times to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises. Should Tenant fail to take any action required by the best course of husbandry practiced in the farming community surrounding the Leased Premises, Landlord may take any reasonable action Landlord

may deem necessary to protect Landlord's interest in the Leased Premises. Tenant agrees to reimburse Landlord on demand for the cost of any reasonable actions taken by Landlord in accordance with the provisions of this paragraph. **Tenant understands and acknowledges that the City of Fresno maintains facilities abutting the western end of the Leased Premises and may from time to time require access to its facilities by accessing the Leased Premises, which access shall be accommodated.**

12. Acceptance by Tenant. Tenant accepts the Leased Premises, as well as the improvements on the Leased Premises, and facilities appurtenant to the Leased Premises, in their present condition, noting that the fencing and gates are intact and capable of safely enclosing the livestock on the Leased Premises for the livestock Tenant intends to graze on the Leased Premises. Tenant has the obligation to install/maintain any new fencing needed to accommodate any type of livestock Tenant intends to graze on the Leased Premise as required in paragraph 5 (b). Tenant agrees with, and represents to Landlord, that the Leased Premises have been inspected by it and that Tenant has been assured by means independent of Landlord or any agent of Landlord of the truth of all facts material to this Lease and that the Leased Premises are being leased by Tenant as a result of its inspection and investigation and not as a result of any representations made by Landlord or any agent of Landlord.

13. Indemnification of Landlord. Tenant shall defend, indemnify and hold Landlord harmless from all damages, injuries, or claims arising in or about the Leased Premises or in connection with the conduct by Tenant of any operations thereon, including liability for livestock leaving or wandering off the Leased Premises, except as otherwise expressly provided for otherwise in this Lease.

14. Assignment and Subleasing. Tenant shall not assign, transfer, or encumber this Lease or any interest in this Lease without the prior written consent of Landlord.

15. Default by Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay the rent or to make any other payment required to be made by Tenant under this Lease (when that failure continues for 5 days after written notice of the failure is given by Landlord to Tenant);

(b) The abandonment or vacation of the Premises by Tenant;

(c) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when that failure continues for 30 days after written notice of Tenant's failure is given by Landlord to Tenant; provided, however, that if the nature of that default is such that it cannot reasonably be cured within a 30-day period, Tenant shall not be deemed to be in default if Tenant commences that cure within the 30-day period and thereafter diligently prosecutes it to completion; or

(d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy

(unless, in the case of a petition filed against Tenant, it is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when possession is not restored to Tenant within 30 days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when that seizure is not discharged within 30 days.

16. Termination on Tenant's Default. In the event of any default by Tenant under this Lease, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Lease and all rights of Tenant under this Lease by giving written notice of the termination. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate the Lease. Since Landlord is providing grazing lands and services for Tenant's livestock, it enjoys rights under California Civil Code § 3080, et. seq. regarding said livestock, which rights are acknowledged by Tenant.

17. Oil, Gas, and Mineral Rights. All rights in any and all minerals, oil, gas, and other hydrocarbons located on or under the Leased Premises are reserved to Landlord and are particularly excepted from the property covered by the terms of this Lease.

18. Hunting and Fishing Rights. All of the hunting and fishing rights and privileges on the Leased Premises are reserved to Landlord. Tenant agrees that Tenant will not allow or permit any hunting or fishing on the Leased Premises without the prior written consent of Landlord.

19. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other party, and shall take any other action consistent with the terms of this Lease that may reasonably be requested by the other party, to evidence or carry out the intent of this Lease.

20. Time and Computation of Time. Time is of the essence of this Lease and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Lease shall be computed as if such action were "an act provided by law" within the meaning of California Civil Code §10, which provides: "The time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded."

21. Entire Agreement. This Lease constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Lease shall be binding unless executed in writing by all of the parties hereto.

22. Waiver. Waiver of any breach of this Lease by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Lease.

23. Counterparts; Fax and Email Signatures. This Lease may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Facsimile and electronic mail signature pages shall constitute originals, however, without affecting the enforceability of such signatures as originals, each party shall provide original signature pages to the other parties within 5 business days of the execution of this Lease.

24. Professionals' Fees. Should any action or proceeding be commenced between the parties hereto concerning this Lease, or the rights and duties of any party in relation thereto, the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and court and other costs incurred in connection with such action or proceeding.

25. Governing Law. This Lease shall be governed by the laws of the State of California.

26. Notices. All notices and other communications required under this Lease shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by telecopier, provided the original is concurrently sent by first class mail, and provided that notices received by telecopier after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

To Landlord: Fresno Irrigation District
 Attn: General Manager
 2907 South Maple
 Fresno, CA 93725-2218
 Phone: (559) 233-7167

To Tenant: _____

 Phone: () _____
 Email: _____

A party may change its address for notices by providing notice to the other parties as provided above.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the date first written above.

“Landlord”

“Tenant”

Fresno Irrigation District, a California
irrigation district

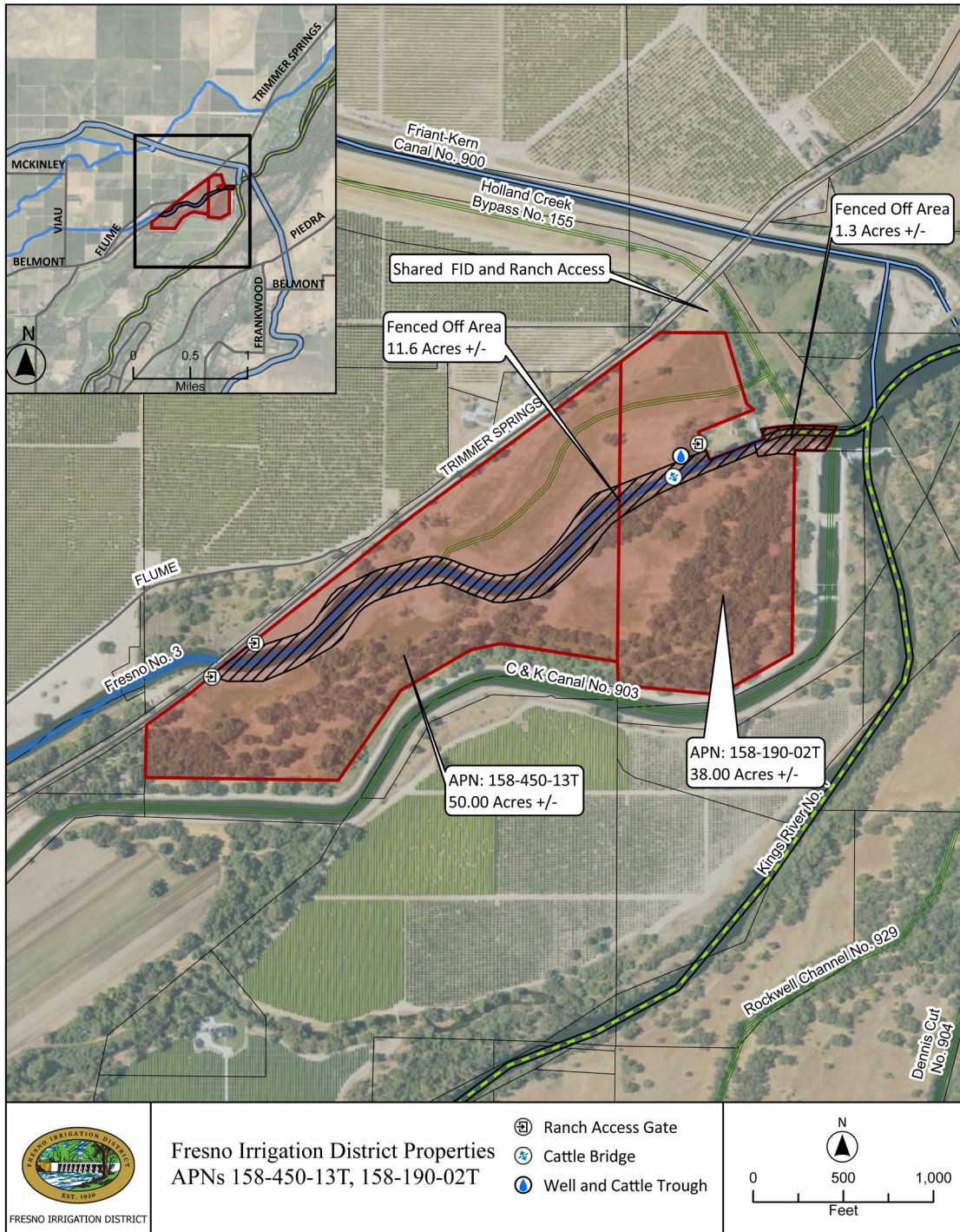
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By _____
William R. Stretch, General Manager

Xx

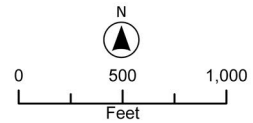
Exhibit A

Leased Premises



Fresno Irrigation District Properties
APNs 158-450-13T, 158-190-02T

- Ranch Access Gate
- Cattle Bridge
- Well and Cattle Trough



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Esri, USDA Farm Service Agency

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