

GRAZING LEASE AGREEMENT  
BETWEEN THE  
TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY ("JPA II"),  
AND  
TOM HARDESTY

This Grazing Lease (Lease) is made and entered into by and between the Tehama County Solid Waste Management Agency (Lessor), and Tom Hardesty (Lessee).

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Lessor and Lessee, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, that certain tract of land situated in Tehama County, California, containing approximately 148.98 acres more particularly described on map Exhibit A attached hereto and made a part hereof for all purposes (the Premises).

1. TERM. This Lease shall be for a term of 22 months, commencing on January 6, 2025 and ending on October 31, 2026 for an annual grazing season of November 1 through June 1. This Lease may be terminated by either party upon at least thirty (30) days prior written notice to the other party.
2. RENT. Lessee agrees to pay the Lessor the sum of \$15.00 per acre each season for a total of \$2,234.70 each season. \$1,117.35 shall be payable on or before November 10<sup>th</sup> and June 10<sup>th</sup> each year. The 2024-2025 season will be charged \$1,862.25 to reflect the two months that no grazing occurred prior to signing the agreement. \$931.12 shall be payable on or before February 10<sup>th</sup>, 2025 and \$931.13 shall be payable on or before June 10<sup>th</sup>, 2025.
3. NO HAZARDOUS MATERIALS. Lessee shall not permit any Hazardous Materials (as such term is hereinafter defined to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises except in such quantities as are found in materials used in connection with the operation of Lessee's permitted business on the Premises and which comply with and are handled, used and disposed of in compliance with Applicable Law. As used herein Hazardous Materials means (a) any petroleum, or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas, (b) any chemicals, materials, or substances defined as or included in the definition of hazardous substances, hazardous waste, hazardous materials, extremely hazardous wastes, restricted hazardous wastes, toxic substances, toxic pollutants, contaminants, or pollutants, or words of similar import,



under applicable law, and (c) any other chemical, material or substance which is in any way regulated by applicable law.

4. **USE OF PREMISES.** Lessee shall use the Premises solely for the purposes of grazing cattle during the term of this Lease, as a reasonably prudent rancher and farmer, and shall use the Premises for no other purpose. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Lessor.
5. **MAINTENANCE, REPAIR, AND SURRENDER.** At the termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor, or its successors and assigns, in a state of repair and condition comparable to the state of repair and condition of the Premises at the time Lessor delivered possession thereof to Lessee. Specifically, without limitation, any damage to fences occurring during the course of this Lease shall be repaired by Lessee. Lessor shall have no obligation whatsoever to perform any maintenance, repairs or other services in connection with the Premises of this Lease.
6. **TAXES; POSSESSORY INTEREST.** Lessor shall pay and fully discharge all taxes, including, without limitation, all ad valorem taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on the Premises and any of Lessor property located thereon, provided, however, that Lessee shall pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on any fixtures, livestock, appliances, and other personal property placed by Lessee in, on or about the Premises.

The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by Lessor with a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the Lessor. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the Tehama County Assessor and the lessee. If a taxable possessory interest is created by this Agreement, lessee shall be responsible for and shall promptly pay all property taxes assessed against or otherwise attributable to this Lessee and the use of the subject real property.

7. **INSURANCE AND WARRANTY.** Throughout the term of this Lease, Lessee shall carry and maintain, at Lessee's sole cost and expense, commercial general liability insurance of an occurrence type against all claims arising out of liability of Lessee for injury to persons or property occurring in or about the Premises or arising out of the use or occupancy thereof, with limits of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence and One Million and No/100 Dollars (\$1,000,000) as a general aggregate. Lessee commercial general liability insurance shall include Broad Form Property Damage, Personal Injury Liability Insurance with a limit of One Million and No/100 Dollars



(\$1,000,000) per occurrence and Blanket Broad Form Contractual Liability Insurance. Lessee shall, if Lessee so elects, carry fire and extended coverage insurance covering Lessee personal property situated in the Premises in such amounts as Lessee may elect in Lessee's sole and absolute discretion. All policies of insurance described in this Section 7 or otherwise required to be obtained pursuant to this Lease shall be issued in form acceptable to Lessor by insurance companies acceptable to Lessor and admitted to conduct casualty insurance business in the state where the Premises is located. All such policies of insurance shall name Lessor as an additional insured. Lessee shall indemnify, defend and hold harmless Lessor and Lessor's directors, officers or employees, from and against all claims, demands, liabilities losses, costs, damages or expenses (including, without limitation, attorneys fees, accountants fees, court costs and interest) resulting or arising from any and all injuries to, including death of, any person or damage to any property caused by the occupancy of the Premises by Lessee and/or the acts or omissions of Lessee or Lessee agents, employees, or contractors. Lessor shall not be liable to Lessee for any inconvenience or loss to Lessee in connection with any repair maintenance, damage, destruction, restoration, or replacement of the Premises. Lessor shall not be obligated to insure any of Lessee's goods, supplies, inventory, furniture, equipment or otherwise be liable for any damage to or destruction of any of the foregoing.

8. **ACCEPTANCE OF PROPERTY IN "AS IS CONDITION".** Lessee acknowledges that the property being leased is undeveloped land that is suitable for grazing and fully accepts the use of the property in its existing condition (As Is Condition) for that express purpose and further agrees to release and fully waive on behalf of Lessee and its employees or other persons invited or allowed on the leased land by lessee, of any right of action against Lessor based on an injury suffered while on or due to the condition of the leased premises. To the fullest extent permitted by law Lessee agrees to indemnify, defend and hold harmless Lessor and its officers, employees and agents from and against any claim, demand, suit, administrative proceeding of any nature whatsoever and for loss of any kind resulting from any injury to Lessee, its employees or other persons invited or allowed on the leased land by Lessee.
9. **DEFAULT.** In the event Lessee fails to perform any or all of its obligations set forth in the Lease, Lessor may elect either one or both of the following described remedies:
  - a. Lessor may terminate this Lease and repossess the Premises; or
  - b. Lessor may pursue any other remedy now or hereafter available to Lessor under applicable law.
10. **MECHANIC LIENS.** Lessee shall not permit any mechanic's liens to be filed against the Premises or Lessee's leasehold interest therein, and Lessee shall cause any such liens arising or alleged to arise as a result of Lessee's activities in the Premises to be paid and released of record



without cost to Lessor within thirty (30) days following delivery by Lessor to Less of written notice regarding the existence of any such lien.

11. INSPECTION BY LESSOR. Lessor and Lessor's agents and representatives shall have the right to enter into and on the Premises at any reasonable time for the purpose of inspecting, maintaining, and making repairs or alterations to the Premises, or any other purpose necessary to protect Lessor's interest in the Premises or to perform Lessor's duties, if any, under this Lease.

12. NOTICES

Any notices required by this Agreement shall be sent as follows:

2. To JPA II:

Agency Manager, TCSWMA  
20000 Plymire Rd.  
Red Bluff, CA 96080

3. To Lessee

Tom Hardesty  
18760 Saddleback Ridge Loop  
Cottonwood, CA 96022

On dates listed below, the parties agreed to the terms, conditions and covenants set forth above.

Dated:


TEHAMA COUNTY SOLID WASTE MANAGEMENT  
AGENCY ("JPA II")

By: \_\_\_\_\_  
Kris Deiters, Chair

Dated:

12/27/24

Tom Hardesty, TH Cattle Co.

By:  \_\_\_\_\_  
Tom Hardesty, Lessee