





**Figure 1.2**  
**WASTEWATER TREATMENT FACILITIES SCHEMATIC**  
 WASTEWATER MASTER PLAN PHASE 2 UPDATE  
 CITY OF MODESTO

# City of Modesto Lands

## Legend

-  City of Modesto Treatment Facility
-  City of Modesto- Outside District Boundary
-  City of Modesto- Within District Boundary

Prepared by Turlock Irrigation District staff (March 2015)

### Notes:

The City of Modesto owns approximately 4601.22 Acres of land in this vicinity, shown on this map by including all parcels highlighted.

Of this area, 2100 acres are within the TID irrigation boundaries, shown on this map in Blue.

Of the 2100 acres, 1235.26 acres have not been irrigated with TID water for some 25 years and 115 acres have not been irrigated with TID water for 15 years.

Google earth

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2 mi



**AGREEMENT FOR LEASE OF AGRICULTURAL LAND**  
**JENNINGS RANCH**

THIS AGREEMENT ("Agreement") is entered into this 3 day of November, 2010 and shall become effective as described herein, by and between the City of Modesto, a charter city and municipal corporation ("City"), and Wendel Trinkler, Jr. ("Lessee").

**RECITALS**

This Agreement is made with respect to the following facts:

WHEREAS, City of Modesto (City) is the owner of Assessor's Parcel Nos. 22-01-02, 22-01-04, 22-01-05, 22-03-02, 22-04-01, 22-04-02, 22-04-03 and 58-01-01 (Jennings Ranch), which are located in the County of Stanislaus adjacent to City's secondary wastewater treatment facility. Jennings Ranch including field numbers and location, and City's secondary wastewater treatment facility are shown on Exhibit 1, which is attached hereto and by this reference incorporated herein.

WHEREAS, City purchased Jennings Ranch for the purpose of disposing treated wastewater and cannery segregation water by irrigation of agricultural crops, and City has historically leased Jennings Ranch to experienced agricultural tenants to accomplish said disposal.

WHEREAS, City's application of treated wastewater and cannery segregation water is regulated by Waste Discharge Requirement's (WDR) issued by the Central Valley Regional Water Quality Control Board, as set forth in Order No. 99-112, which is attached hereto as Exhibit 2 and by this reference incorporated herein.

WHEREAS, City also uses Jennings Ranch for the purpose of disposing biosolids and co-compost by spreading and soil incorporation. Biosolids applications are regulated by a WRD issued by the Regional Water Quality Control Board, as set forth in Order No. 94-030, which is attached hereto as Exhibit 3 and by this reference incorporated herein.

WHEREAS, City is allowed by the WDR to irrigate a maximum area of 2,530 acres with treated wastewater and cannery segregation water. The area presently irrigated encompasses some 2,530 acres consisting of 33 separate fields ranging in size from 15 to 127 irrigated acres. For this lease, field #22 at 80 acres will be deducted from the total acreage until such time that the field can be farmed thus making the total acreage for this lease 2,450. A tabulation summarizing the field acreage is included as Exhibit 4 attached hereto and by this reference incorporated herein.

WHEREAS, Jennings Ranch has been recently operated as a Certified Organic Farm by the previous tenant.

WHEREAS, City's consultant has prepared a "Ranch Land Lease Study" that sets forth the approach for achieving City's objective for disposing treated wastewater, cannery segregation water and biosolids, which establishes the basis for managing Jennings Ranch.

WHEREAS, City requires an experienced agricultural farming enterprise to operate and manage Jennings Ranch to achieve the City's objectives and comply with the terms and conditions of the applicable WDR's.

WHEREAS, City has conducted a competitive process to identify qualified agricultural enterprises and has accepted proposals from these qualified bidders.

WHEREAS, Lessee was qualified to bid and was the successful bidder selected as a result of the competitive process, and wants to enter into a long-term lease for Jennings Ranch.

WHEREAS, Lessee will operate and manage Jennings Ranch in a farmer-like manner to dispose treated wastewater, cannery segregation water, and biosolids and co-compost in accordance with the applicable WDR's.

WHEREAS, City will lease Jennings Ranch to Lessee for agricultural purposes in exchange for receiving monthly lease payments, operating and maintaining the agricultural infrastructure, and disposing treated wastewater, cannery segregation water and biosolids under the terms and conditions of this Agreement as set forth herein

NOW THEREFORE, the parties hereto, incorporating the above recitals as part of their Agreement and in consideration of the mutual covenants, terms and conditions contained herein, do hereby agree as follows:

### AGREEMENT

That City for and in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed, does hereby demise and lease unto Lessee, and Lessee hereby hires from City those certain premises, referred to herein as Jennings Ranch, situated in the County of Stanislaus, State of California, more particularly outlined in yellow on the attachment hereto marked Exhibit 1. The area shown in yellow does not include the San Joaquin drainage levee or floodplain area located outside the levee

All structures and facilities on the leased premises may be substandard in one or more respects. Lessor agrees to be responsible for all reasonable costs for repairing, bringing up to code, or adapting such facilities to Lessee's business purposes. Said structures shall not be occupied or used by Lessee until needed repairs are performed to the satisfaction of City's Deputy Director of Public Works - Operations. All improvements and fixtures attached to the real property shall become property of City except as otherwise agreed upon by written contract.

#### 1. LEASE TERM

Lessee shall be entitled to have and to hold Jennings Ranch, together with the appurtenances, rights, privileges and easements thereunto belonging to or appertaining for a ten (10) year term commencing on January 31, 2011, and ending on the last day of December 2020.

Lessee is given three (3) four-year options to extend the term ("extended term") on all the provisions contained in this Agreement, except for significant changes in Jennings Ranch operation arising from changes to City's WDR's, changes to the

acreage available for farming, changes in the volume of treated wastewater and cannery segregation water available for irrigation, and any other such occurrence or condition that would affect the operation and management of Jennings Ranch. The extent that such significant changes may affect the future use of Jennings Ranch during extended terms shall be made by City at City's sole option. Lessee shall request extended term by making written request to City giving notice to exercise of the option at least three months but not more than six months before the expiration of the initial-term and each extended term. Provided that, if Lessee is in default on the date any of the extended terms are to commence, the extended term shall not commence and this Agreement shall expire at the end of the initial term or extended term in effect.

The parties shall have sixty (60) days after City receives a written option notice in which to agree on any significant changes to the Agreement during any extended term. If the parties are unable to agree on the new terms and conditions for the extended term within the sixty (60) day period, Lessee shall forfeit any right to extended lease and this Agreement shall expire at the end of the term. Neither party to this Agreement shall have the right to have a court or other third party set the terms herein.

## **2 ANNUAL LEASE AMOUNT AND PAYMENT TERMS**

A. The annual lease payment to be paid by Lessee to City for Jennings Ranch shall be determined based on the total net acreage available to Lessee for farming, and irrigation with treated wastewater and cannery segregation water, multiplied by the unit lease amount, as determined solely by City. The total net acreage shall not exceed 2,530 acres as allowed by City's WDR's (Order No. 99-112). The total net acreage for this lease is 2,450 until such time that field #22 is able to be farmed. The annual lease amount beginning January 1, 2011 shall be no less than \$200.00 for each net irrigated acre and \$4,000 for the feedlot. The unit lease amount will be adjusted for inflation annually at City's option each June 1 with any unit lease amount adjustment becoming effective with the following January 15 lease payment. The adjustment amount for inflation shall be determined by applying the United States Government Bureau of Labor Statistics Cost of Living Index. The annual lease amount adjustment shall not exceed 3 percent (3.0%) per annum, regardless of the index percentage. This annual lease amount shall be adjusted at the end of each calendar year in accordance with the net irrigated acreage available for irrigation, and the unit lease amount adjusted for inflation with the new effective lease amount beginning each January 15 of each successive year during the 10-year lease term and any extended terms.

B. The annual lease payment shall be paid in monthly equal amounts of \$41,166.67, payable no later than the 15<sup>th</sup> of each month. This monthly payment pattern will continue through the term of this Agreement. Payments shall be paid in lawful money of the United States of America to City's Finance Director, City of Modesto, and P.O. Box 3441, Modesto, CA 95353

C. City may at City's sole option request Lessee to make certain repairs and improvements beyond the scope of this Agreement. Such request shall be made in writing from City to Lessee. Lessee shall not be obligated to make such repairs or improvements if requested by City. City shall have the sole right to contract with others to make repairs and improvements not covered by this Agreement. Lessee has the right to request certain repairs and improvements to City's facilities and City shall have the sole right to determine if such requested repairs are necessary to accomplish City's objectives. Lessee shall submit formal plans for improvements and

shall obtain the prior written consent of City's Deputy Director of Public Works - Operations or his authorized representative prior to commencing work. Lessee shall receive a credit that will be applied to the next lease payment due City for any such work authorized by City. Lessee shall not receive a lease credit for any expenditure for which such prior written consent is not obtained. In those instances where such prior written consent is obtained, Lessee shall present an invoice to City including documentation of expended costs including written bills and receipts. City shall provide a written confirmation of receiving such invoice from Lessee including a statement of lease payment due that reflects a credit for the approved invoiced amount.

**3. SECURITY DEPOSIT**

Lessee agrees to keep on deposit with City the sum of Twenty Five Thousand Dollars (\$25,000.00) as security for the full and faithful performance of each and every term, provision, covenant, and condition of this Agreement. If Lessee defaults with respect to any of the terms, provisions, covenants, and conditions of this Agreement, including but not limited to the payment of rent, the repair of damages to the premises caused by Lessee, or the cleaning of such premises upon expiration or termination of this Agreement, City may use, apply, or retain the whole or any part of this security for payment of any or all of the above-mentioned specific purposes. Any remaining portion of such deposit shall be returned to Lessee no later than thirty (30) days after expiration or sixty (60) days after termination of this Agreement. Lessee shall not be entitled to any interest on the security deposit.

**4. ADDITIONAL CONSIDERATION**

A. Jennings Ranch shall be used for the production of agricultural crops including irrigated grass hay, alfalfa and annual forage crops, that achieve City's objectives of disposing treated wastewater, cannery segregation water, and biosolids and co-compost in accordance with the terms and conditions of City's WDR's. Animal grazing, and any such related activity is not an allowed use of Jennings Ranch under the terms and conditions of this Agreement.

B. City shall at City's expense remove interior fencing and maintain the exterior fencing that surrounds Jennings Ranch. City shall be responsible for timely repair of any fence breaks and shall be responsible for maintaining the integrity of exterior fencing. Should Lessee damage the exterior fencing, Lessee shall pay City for the repair costs. City at City's sole discretion may elect to have Lessee make such repairs or contract with others to make such repairs. City shall provide weed control along the exterior fencing and shall maintain a weed free environment one-foot wide on each side of the fence centerline.

C. City reserves the right, at City's expense, to remove the existing feedlot and return the land to a use compatible with City's objectives with 90 days notice to lessee. City reserves the right during years 2018, 2019 and 2020 to Remove a maximum of 500 acres of land contiguous to existing ponds for the purpose of expanding the recycled water program. City shall endeavor to work with Lessee and make notification of such needs on a timely basis, to minimize losses and effects on Lessee's operation. Any such removal of land from irrigation for other City uses shall be reflected in the annual adjustment of net irrigated acreage. In the event the Lessee has incurred production cost on irrigatable acreage to be removed, the lessee will be reimbursed those actual and verifiable cost.

D. City shall perform periodic agronomic monitoring to assess soil quality. Such monitoring may result in requirements to amend Jennings Ranch soils and shall

be incorporated into the Ranch Management Plan. The cost to purchase, deliver and apply soil amendments shall be paid by Lessee. Lessee shall incorporate soil amendments at Lessee's cost by discing in a timely manner. City and Lessee shall coordinate these activities to insure timely soil amendment application and incorporation, and include these activities in the Operations Report.

E. Lessee agrees, as additional consideration for lease of Jennings Ranch, to keep said premises clear of all noxious grasses, weeds and plants and to keep said premises in good repair and condition, and to protect said premises from animal and insect pests, and not commit or suffer to be committed any waste on said premises. Lessee further agrees to disc and till, deep rip, and aerate the land as necessary to comply with the terms of this Agreement to the satisfaction of City's Deputy Director of Public Works - Operations or his authorized representative.

F. Lessee agrees as additional consideration for lease of Jennings Ranch to operate said land disposal irrigation system under the direction and to the satisfaction of City's Deputy Director of Public Works - Operations or his authorized representative, and to take delivery of all treated wastewater and cannery segregation water flows from the City's facilities regardless of the effect of taking said treated wastewater and cannery segregation water flows on Lessee's operation, and further agrees to hold City, its officers, agents and employees harmless from and against any and all claims, demands, losses, defense costs or liabilities of any kind or nature resulting from the delivery of treated wastewater and cannery segregation water by City to Lessee in any amounts exceeding the normal amount of water required to irrigate said leased premises.

G. Lessee agrees as additional consideration and at Lessee's sole cost for the lease of Jennings Ranch to implement a crop rotation plan. Such plan shall require the planting or replanting of approximately 300 acres in permanent pasture harvested for grass hay, alfalfa or annual forage crops during each year of the lease term as directed by the City's Deputy Director of Public Works - Operations. Lessee shall level the ground by land-planning or laser leveling as crops are rotated and shall coordinate such grading activities with City. City may elect at City's sole option to provide recommendations for grading. Lessee shall coordinate the crop rotation plan with City for purposes of applying biosolids and co-compost for land disposal. Lessee's crop rotation plan shall be incorporated into Lessee's annual management plan update. The annual management plan update will be agreed upon by City's Deputy Director of Public Works - Operations. Lessee agrees to perform tillage to maintain soil quality and water infiltration on all alfalfa and pasture land under the approval of City's Deputy Director of Public Works - Operations. Such tillage shall be performed as required to maintain said soil quality and water infiltration using appropriate equipment following mechanical harvesting, and shall be at Lessee's sole cost and expense.

H. City shall provide a full water supply to Lessee necessary to meet crop water demand for agricultural crops grown by Lessee at Jennings Ranch during the lease term as set forth in Section 1 - Lease Term above. Such water necessary to provide said full supply may come from a combination of sources including but not limited to treated wastewater, cannery segregation water, recycled tail water, groundwater and irrigation district surface water. The source of water provided to meet Lessee's crop water demand shall be determined at the sole option of City. Treated wastewater and cannery segregation water shall be the primary sources of irrigation water made available to Lessee.

**5. SPECIAL PROVISIONS**

City's Deputy Director of Public Works - Operations shall have the right to give Lessee twenty-four (24) hours prior written notice terminating this Agreement for cause, or at City's sole discretion to enter Jennings Ranch and assume Lessee's responsibilities under the terms of this Agreement without any offset in rent. Upon receiving such notice of termination, Lessee shall immediately vacate the premises. Lessee agrees to hold City, its officers, agents and employees harmless from and against any and all claims, demands, losses, defense costs or liability of any kind or nature resulting from Agreement termination for cause exercised by City, and City's assumptions of said responsibilities.

City shall continually monitor Lessee's management of Jennings Ranch to insure compliance with the terms and conditions of this Agreement. Should City determine, at its sole discretion that Lessee is not in compliance with the terms and conditions of this Agreement, written notice of such non-compliance shall be provided from City to Lessee. Lessee shall have 30 calendar days from the date of written notice to comply after which City, at its sole discretion, can direct and pay others to correct any condition of non-compliance. Lessee shall pay City for all costs and expenses incurred including a fifteen (15) percent contingency to correct deficiencies.

**6. AMOUNT OF WASTEWATER**

Lessee agrees to accept delivery of and properly use for irrigation and land disposal treated wastewater and cannery segregation water from City's treatment facilities to the satisfaction of City's Deputy Director of Public Works - Operations or his authorized representative. Lessee shall take delivery of all treated wastewater and cannery segregation water from City's facilities regardless of the effect of taking said treated wastewater and cannery segregation water on Lessee's operation. Lessee shall manage mechanical harvest operations, especially during the cannery segregation water irrigation season, to insure that adequate soil drying has occurred prior to harvest in order to maintain soil physical quality.

**7. JENNINGS RANCH USE**

Lessee shall use Jennings Ranch solely for the purpose of raising irrigated agricultural crops thereon as defined in Section 19. Lessee shall maintain Jennings Ranch to keep the premises in good repair and condition, including routine tillage. Lessee agrees to till, cultivate, aerify, irrigate and farm said Jennings Ranch in a farmer-like manner, and shall use management practices consistent with those used by other commercial farms in the Jennings Ranch vicinity. Such farmer-like practices are not limited to but shall include the control of weed, insect, disease and rodent pests. Lessee shall use only such products as will not endanger the long-term agricultural suitability of said Jennings Ranch.

Lessee shall keep such improvements as may be in existence on said Jennings Ranch in good repair and condition, and protect all of said Jennings Ranch and the crops thereon from noxious grasses, weeds, plants and from animal and insect pests and not commit or suffer to be committed any waste. The City authorizes the lessee to employ the services of a licensed pest control advisor for purposes of making pest control recommendations and pesticide applications at Jennings Ranch and those recommendations shall be included in the annual Ranch Management Plan. Pesticide handling, application and storage at Jennings Ranch shall be conducted in accordance with state law and Stanislaus County Agricultural Commissioner regulations. Lessee agrees to submit monthly reports and records of pesticide

applications to City as part of the Ranch Operations Plan. Lessee agrees to employ a qualified professional farm manager to directly oversee all operation and maintenance activities performed by Lessee at Jennings Ranch. Such farm manager shall have a minimum of five (5) years experience in similar farming operations.

**8. ORGANIC CERTIFICATION AND USE**

Lessee shall retain the right to operate all or part of Jennings Ranch as a Certified Organic Farm in accordance with the standards of the USDA National Organic Program (NOP), with the written consent of City's Deputy Director of Public Works - Operations. Lessee shall have sole responsibility for compliance with NOP standards and organic certification requirements, and shall indemnify, hold harmless and defend City in accordance with Section 27 – Lessee Indemnification of this Agreement against any and all claims that may be associated with organic farming at Jennings Ranch. Organic farming at Jennings Ranch by Lessee shall comply with the requirements of Sections 7 - Jennings Ranch Use, 19 – Use of Treated Wastewater, 20 – Biosolids and Co-compost Application Statement, 23 – Ranch Operation Plan and 24 – Ranch Management Plan of this Agreement.

City shall periodically review, at City's expense, organic farming operations for compliance with Section 7 – Jennings Ranch Use to insure that Jennings Ranch is being managed in a farmer-like manner. City's Deputy Director of Public Works - Operations shall have the sole discretion of revoking approval for organic farming at Jennings Ranch should it be determined by City, at City's sole discretion, that Lessee is not operating in compliance with the terms and conditions of this Agreement, including but not limited to compliance with NOP standards.

Lessee acknowledges City's objective of biosolids disposal as set forth in Sections 4 – Additional Considerations and 20 – Biosolids and Co-compost Application Statement of this Agreement. Lessee agrees that such biosolids applications do not meet the criteria for organic crop production as set forth by the NOP and that fields used for biosolids disposal shall not be used by Lessee for organic crop production. City intends at City's sole option to extend biosolids applications to other Jennings Ranch fields not presently used for that purpose. City shall coordinate such applications with Lessee. City shall at City's sole option remove fields from organic production when City deems such action to be in City's best interest in meeting City's objectives for biosolids disposal.

Lessee shall identify fields at Jennings Ranch that will remain in organic production in their Ranch Management Plan as set forth in Section 24 – Ranch Management Plan hereinafter. Jennings Ranch land returned to conventional farming from organic production shall not be later used for organic farming purposes.

Lessee shall return organic farmed fields to conventional agricultural production the following cropping season for annual crops, or the following calendar year for perennial crops, when directed to take such action by City's Deputy Director of Public Works - Operations. Such direction shall occur should the City require additional acreage for biosolids application and under conditions of non-compliance with the provisions of this Agreement as determined solely by City. In the event Lessee fails to comply with the terms of this Section, City may exercise its rights as outlined in Section 5 - Special Provisions above.

**9. LESSEE MAINTENANCE AND REPAIRS**

Lessee shall, at their sole cost and expense, keep and maintain the houses, barns, miscellaneous outbuildings, domestic water pumps and wells located on

Jennings Ranch and every part thereof in good and sanitary order, condition, and repair.

Lessee shall, at their sole cost and expense, maintain the drainage system above the tailwater sump boxes, and irrigation system downstream of the throttling valves. Lessee shall, at their sole cost and expense, maintain the existing trough wells throughout the ranch.

Lessee shall maintain the existing condition of Jennings Ranch facilities. Repair and replacement by Lessee shall be at the minimum in-kind. Any Jennings Ranch improvements shall be made at the sole cost of Lessee and are subject to prior approval of City's Deputy Director, Public Works – Operations and shall become the property of the City.

City reserves the right to notify Lessee in writing to maintain or repair any improvements located on the leased premises which are Lessee's to maintain and repair, and to enter and inspect the leased premises at reasonable hours. If Lessee fails to make such maintenance and repairs within ten (10) days from the date of said notice, City, its authorized agent, contractor or representative may perform such maintenance or repairs and Lessee shall within ten (10) days after receiving billing thereof pay the cost including fifteen (15) percent for contingencies.

#### **10. CITY MAINTENANCE AND REPAIRS**

City shall, at its sole cost and expense, keep and maintain the irrigation system, including the tailwater return system, and the irrigation facilities located upstream of and including the throttling valves, the five (5) booster pumps located at the three Booster Pump Stations (NE corner of Field #5, NW corner of Field #13 and SE corner of Field #15), the drainage system below and including the tailwater pump stations and the peripheral drainage ditch located on the east and south sides of the existing wastewater ponds, in good and sanitary order, condition and repair. City shall provide prompt repair of irrigation facilities and will return said facilities to operation within three (3) working days of any emergency related water service disruption. City shall provide timely maintenance of irrigation facilities and will coordinate such maintenance activities with Lessee.

#### **11. FENCES**

Lessee shall not have the right to construct fencing during the term of this Agreement without first obtaining written approval of City's Deputy Director of Public Works - Operations. Such fencing shall become City's property upon termination or expiration of this Agreement.

#### **12. IMPROVEMENTS**

It is understood by the parties that any improvements on Jennings Ranch will be done at the sole cost and expense of Lessee. Buildings or other structures shall not be erected upon the premises unless the consent of City's Deputy Director of Public Works - Operations is first had in writing. Lessee agrees to notify City in writing, prior to beginning such improvements so that City may post and record Notices of Non-responsibility. Lessee agrees not to permit any liens to be placed upon the premises by reason of any improvements which they may make thereon and further agrees to hold City harmless from any liability or liens therefore.

Lessee shall have the right, during the term of this Agreement to make minor alterations in and upon Jennings Ranch, subject to prior written approval of City's Deputy Director of Public Works - Operations. Building permits shall be taken out by Lessee for such minor alterations if required by provisions of the building regulations of

the County of Stanislaus. All such minor alterations shall become the property of City upon termination or expiration of this Agreement.

Lessee shall, upon the expiration of this Agreement, leave the leased premises in good order, condition and repair. Reasonable and ordinary wear and tear, and damages by the elements or circumstances over which Lessee has no control are exempted.

**13. RIGHT OF ENTRY UPON PREMISES**

City, its agents and employees shall have the right to enter Jennings Ranch at all reasonable times to inspect the same to determine if Lessee is performing the covenants of this Agreement on their part to be performed and to post such reasonable notices as City may desire to protect its rights.

Lessee hereby grants permission for the term of this Agreement to City, acting through its duly authorized agents, representatives, or contractors, to enter Jennings Ranch in order to perform any necessary labor, to install any equipment or facilities, and to maintain and operate said equipment or facilities referred to in this Agreement including new construction of facilities, removal or demolition of ranch improvements, including houses, barns, fences, etc, and the replacement of said facilities. In the event Lessee fails to comply with the terms of this section, City may exercise its rights as outlined in Section 5 – Special Provisions.

**14. TAXES**

A. City agrees to pay any and all real property taxes, Turlock Irrigation District taxes and assessments, and Turlock Irrigation Improvement District taxes and assessments assessed during the term of this Agreement.

B. Lessee agrees to pay any and all personal property taxes assessed against their property on the Jennings Ranch, and such portion of any real property taxes as may be levied against improvements owned by Lessee and erected upon land owned by City.

**15. UTILITIES**

Lessee agrees to pay for electrical service to the houses, barns, and miscellaneous outbuildings located on Jennings Ranch. Lessee also shall pay for telephone service, gas service including tank rental, garbage service, and electrical service to the domestic irrigation water pumps located on Jennings Ranch. City shall pay the utility bills for the five (5) booster pumps referred to in Section 9 – Maintenance and Repairs.

**16. ASSIGNMENT BY LESSEE**

Lessee shall not assign this Agreement nor any right hereunder, nor sublet the Jennings Ranch, nor any part thereof, or suffer any other person or entity to occupy or use Jennings Ranch or any portion thereof, whether through direct assignment, merger, sale of stock or business assets, or otherwise without the prior written consent of City's City Manager first had and obtained. Consent by City to one assignment, subletting, written notification, plans, and copies of any agreements, occupation, or use by any other person or entity shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person or entity. As part of any request, Lessee shall provide City's Director of Public Works with any agreements, plans or other pertinent data required by City's Director of Public Works to approve such request. City agrees that such will not be unreasonably withheld or unreasonably exercised. Any such assignment, subletting and occupation or use by