

LEASE AMENDMENT NO. 2

to the

AVIATION LAND AND LEASE AGREEMENT

Between

CITY OF FRESNO, CALIFORNIA

And

THE STATE OF CALIFORNIA
(MILITARY DEPARTMENT)

THIS LEASE AMENDMENT NO. 2 is made and entered the __ Day of ____, 2016, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (hereinafter referred to as "Lessor") and THE STATE OF CALIFORNIA ARMY NATIONAL GUARD AVIATION CLASSIFICATION REPAIR ACTIVITY DEPOTS (AVCRAD), located at 5168 East Dakota Avenue, Fresno, California 93727, (hereinafter referred to as "Lessee").

RECITALS

WHEREAS the Parties entered into a Lease Agreement effective August 17, 1993, (the "Agreement") covering a 23.7169 +/- acres at the Fresno Yosemite International Airport, and

WHEREAS the area of the Agreement was amended by Amendment No. 1 and four parcels were added resulting in an increased rental area of approximately 45 acres, and

WHEREAS Lessee desires to relinquish Parcel No. 4 (approximately 20,075 sq. ft.) of Amendment No. 1; and

WHEREAS Lessee desires to enter into an agreement with The CALIFORNIA AIR NATIONAL GUARD (CANG) to allow a safety radius of its munitions storage area to encroach onto the Lessee's leasehold area.

WHEREAS Lessor has determined it is in its best interest to allow Lessee to relinquish Parcel No. 4 of this Agreement with Lessee.

WHEREAS Lessor has determined it is in its best interest to allow Lessee to enter into such agreement with CANG.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises herein contained, the Parties hereby agree as follows:

1. Exhibit 2-A of the Amendment No. 1 to Aviation Land Lease and Agreement, "Legal Description Fresno Air Terminal State of California Adjutant General AVCRAD and AAFA Lease site" shall be replaced with Exhibit 2-B as attached
2. Section 10-a. Hypothecation, Assignment and Subleasing of the Aviation Land Lease and Agreement shall be amended and replaced with:
 - a. **GENERAL:** Nothing in this Lease shall be deemed to allow State, either voluntary by operation of law, to hypothecate, encumber, sell, assign, surrender, or otherwise transfer this Lease, in whole or in part; or to hypothecate, encumber, sell, assign, surrender, or otherwise transfer, in whole or in part, any of State's rights, title and interests in or to any part or all of the leased premises and/or in or to any art or all of the improvements and appurtenances which existed therein or thereon at the commencement of the thereof or which may, at any time and from time to time, be constructed or installed therein or thereon during the life hereof; or to rent, sublet or otherwise permit/allow/suffer occupancy and/or use of any part or all of the leased premises by any person or entity other than State and State's personnel, employees, agents, representatives, and invitees **without the expressed written consent of the City of Fresno Director of Aviation.**

State confirms, acknowledges, and/or agrees that Lessor has been induced to enter into this Lease with State for reasons which include, but are not limited to, the obtaining of the unique benefits of the state's presence on Airport as an aviation lessee of Lessor and that the prohibition against hypothecation, assignment, and subleasing set forth within subparagraph 10b, below, is consistent therewith and is expressly agreed to by State.

3. Except as expressly provided in this Amendment No. 2, all other terms and provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the day and year first above written.

CITY OF FRESNO, CALIFORNIA
A Municipal Corporation

STATE OF CALIFORNIA
MILITARY DEPARTMENT

By: _____
Kevin Meikle
Director of Aviation

By: *[Signature]*

Title: *Deputy Chief Procurement*

ATTEST:
Yvonne Spence, CMC
City Clerk

Date: *Nov 12, 2015*

By: _____
Deputy

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: _____
Amanda B. Freeman
Deputy

Address for Notice:

City of Fresno
Attn: Kevin Meikle
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

**LEGAL DESCRIPTION
FRESNO AIR TERMINAL
STATE OF CALIFORNIA
ADJUTANT GENERAL
AVCRAD AND AAFA LEASE SITE
"Exhibit 2-B"**

A portion of the Southeast Quarter of Section 19, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, as said Section is shown on the United States Township Plats, and more particularly described as follows:

PARCEL 1 (Leased Premises)

Commencing at the east quarter-corner of said Section 19; thence North 89°55'51" West, along the north line of the southeast quarter of Section 19, a distance of 962.06 feet; thence South 0°04'09" West, a distance of 40.00 feet to the southerly right-of-way line of East Dakota Avenue; thence South 0°02'33" East, along said right of way line, a distance of 13.00 feet to the TRUE POINT OF BEGINNING; thence South 89°55'51" East, along said right of way line, a distance of 812.14 feet; thence South 85°04'18" East, a distance of 110.31 feet to a point 40.00 feet west of the east line of the southeast quarter of Section 19; thence South 0°02'33" East, along a line 40.00 feet west of and parallel with the east line of the southeast quarter of Section 19, a distance of 1052.52 feet; thence South 89°46'53" West, a distance of 1022.15 feet to a point on a line 1062.15 feet west of and parallel with the east line of the southeast quarter of Section 19; thence North 0°02'33" West, along said line, a distance of 840.47 feet; thence North 89°57'27" East, a distance of 100.00 feet; thence North 0°02'33" West, a distance of 225.00 feet to the POINT OF BEGINNING.

Contains 1,063,678 square feet, more or less.

PARCEL 2 (Leased Premises)

Commencing at the east quarter-corner of said Section 19; thence North 89°55'51" West, along the north line of the southeast quarter of Section 19, a distance of 962.06 feet; thence South 0°04'09" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING; thence North 89°55'51" West, a distance of 371.54 feet; thence South 0°09'52" East, a distance of 846.01 feet; thence South 89°55'51" East, a distance of 20.00 feet; thence South 0°09'52" East, a distance of 434.61 feet; thence South 35°09'47" West, a distance of 152.60 feet to a point on a line 200.00 feet northeasterly of and parallel with the centerline of Taxiway "C", said line also being the "Building Restriction Line"; thence South 54°05'13" East, along said line, a distance of 274.80 feet to a point on a line 100.00 feet northwesterly of and parallel with the joint use taxiway centerline; thence North 35°09'47" East, along said line, a distance of 194.71 feet to a point on a line 1062.15 feet west of and parallel with the east line of the southeast quarter of Section 19; thence North 0°02'33" West, along said line, also being 100.00 feet west of and parallel to the joint use taxiway centerline, a distance of 1165.96 feet; thence North 89°05'27" East, a distance of 100.00 feet; thence North 0°02'33" West, a distance of 238.00 feet to the POINT OF BEGINNING.

Contains 424,197 square feet, more or less.

PARCEL 3 (Leased Premises)

Commencing at the east quarter-corner of said Section 19; thence North 89°55'51" West, along the north line of the southeast quarter of Section 19, a distance of 962.06 feet; thence South 0°04'09" West, a distance of 40.00 feet to the southerly right-of-way line of East Dakota Avenue; thence South 0°02'33" East, a distance of 238.00 feet; thence South 89°05'27" West, a distance of 100.00 feet to a point on a line 1062.15 feet west of and parallel with the east line of the southeast quarter of Section 19; thence South 0°02'33" East along said line, a distance of

840.47 feet; thence North 8g046'53" East, a distance of 200.00 feet to the northeast corner of the joint use taxilane, said point being the TRUE POINT OF BEGINNING; thence North 8g046'53" East, a distance of 822.15-feet to a point 40.00 feet west of the east line of the southeast quarter of Section 19; thence South 35O09'47" West, a distance of 1052.51 feet to a point on a line 200.00 feet northeast of and parallel with the centerline of Taxiway "C", said line also being the "Building Restriction Line"; thence North 54'50'13" West, along said line, a distance of 445.72 feet to a point on a line 100.00 feet southeast of and parallel with the joint use taxilane centerline; thence North 35O09'47" East, along said line, a distance of 258.16 feet; thence North 0°02'33" West, along a line 100.00 feet east of and parallel with the joint use taxilane centerline, a distance of 389.56 feet to the POINT OF BEGINNING.
Contains 452,244 square feet, more or less

PARCEL 5 (Leased Premises)

Commencing at the east quarter-corner of said Section 19; thence North 89O55'51" West, along the north line of the southeast quarter of Section 19, a distance of 962.06 feet; thence South 0°04'09" West, a distance of 40.00 feet to the southerly right-of-way line of East Dakota Avenue; thence South 0°02'33" East, a distance of 238.00 feet; thence South 89O57'27" West, a distance of 100.00 feet to a point on a line 1062.15 feet west of and parallel with the east line of the southeast quarter of Section 19; thence South 0°02'33" East along said line, a distance of 840.47 feet; thence North 8g046'53" East, a distance of 1022.15 feet to a point on a line 40.00 feet west of and parallel with the east line of the EXHIBIT " 2-A" Page 2 of d southeast quarter of Section 19, said point being the TRUE POINT OF BEGINNING; thence North 0°02'33" West, along said line, a distance of 680.73 feet to a point on the westerly right-of-way line of East Airways Boulevard, thence southeasterly along said rightof- way line and along the arc of a tangent curve, concave to the northeast, having a radius of 853.00 feet, the radius point of which bears N 89° 57' 27" E from said point, through a central angle of 31° 51' 32", a distance of 474.30 feet; thence South 51 "21'58" West, leaving said southerly right-of-way line, a distance of 125.88 feet; thence South 38O38'02" East, a distance of 100.00 feet; thence South 51 "21'58" West, a distance of 118.33 feet to the POINT OF BEGINNING.
Contains 33,094 square feet, more or less

JOINT USE TAXILANE (Leased premises)

Commencing at the east quarter-corner of said Section 19; thence North 89"55'51w West, along the north line of the southeast quarter of Section 19, a distance of 962.06 feet; thence South 0°04'09" West, a distance of 40.00 feet to the southerly right-of-way line of East Dakota Avenue; thence South 0°02'33" East, a distance of 238.00 feet; thence South 8g057'27" West, a distance of 100.00 feet to a point on a line 1062.1 5 west of the east line of the southeast quarter of Section 19; thence South 0°02'33" East along said line, a distance of 840.47 feet to the TRUE POINT OF BEGINNING; thence North 8g046'53" East, a distance of 200.00 feet to a point on a line 100.00 feet east of and parallel with the joint use taxilane centerline; thence South 0°02'33" East, along said line, a distance of 389.56 feet; thence South 35O09'47" West, along a line 100.00 feet southeast of and parallel with the joint use taxilane centerline, a distance of 258.1 6 feet to a point on a line 200.00 feet northeast of and parallel with the centerline of Taxiway "C", said line also being the "Building Restriction Line"; thence North 54O50'13" West, along said line, a distance of 200.00 feet to a point on a line 100.00 feet northwest of and parallel with the joint use taxilane centerline; thence North 35O09'47" East, along said line, a distance of 194.71 feet; thence North 0°02'33" West, along a line 100.00 feet west of and parallel with the joint use taxilane centerline, a distance of 325.49 feet to the POINT OF BEGINNING.

Contains 11 6,792 square feet, more or less
Reference Public Works Drawing No. 25-AA-116