

Lease No. ANGCA-5-25-0031  
Superseding Leases DA 04-167-ENG-3429  
And DACA 05-5-99-486

**LEASE TO**  
**DEPARTMENT OF THE AIR FORCE**

**FROM**  
**CITY OF FRESNO**  
**(A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA,**  
**ACTING BY AND THROUGH ITS CITY COUNCIL)**  
**FOR**

**AIR NATIONAL GUARD BASE**

**FRESNO YOSEMITE INTERNATIONAL AIRPORT**

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THIS LEASE is made as of the 14th day of JULY, 2025, by and between the City of Fresno, Airports Department (Lessor) and The United States of America, on behalf of the Air National Guard, having accountability and jurisdiction over the property listed herein, acting through the Secretary of the Air Force (the "Government" or the "Air Force and the Air National Guard"). The Lessor and the Government may sometimes be referred to jointly as the "Parties," and each separately as a "Party." The term "Lessor" includes its successors and assigns, if any. Lessee includes its assigns, if any.

The Government is entering into the Lease under the authority contained in 10 U.S.C. § 2663 (c) *if only leasing land and all buildings and facilities are owned/will be built by US for ANGB use*; and

WHEREAS, This Agreement supersedes Lease DA04-167-ENG-3429 between the City of Fresno and USAF commencing 1 September 1964 and ending 31 August 2014 for exclusive use of 30± acres (Tract No. 1) and 0.0023 acres± (Tract 5); and

WHEREAS, DA04-167-ENG-3429 Supplemental Agreement No. 1, dated 21 January 1965, added provision 2D with legal descriptions as Exhibit B to show 58.72± acres (exclusive) and 523.4± acres (joint use); and

WHEREAS, DA04-167-ENG-3429 Supplemental Agreement No. 2, dated 4 August 1966, deleted Exhibit B and replaced with Exhibit C; corrected Parcel Two from 30.80± acres to 30.41± acres, more or less; reduced annual rent to be paid by the Government in Provision No. 4 to \$12,900 per annum; and

WHEREAS, DA04-167-ENG-3429 Supplemental Agreement No. 3, dated 17 August 1982 Government grants to Lessor an "Aircraft Taxi Easement" across the easterly edge of Parcel One (Exhibit D); and

WHEREAS, DA04-167-ENG-3429 Supplemental Agreement No. 4, dated 17 August 1987, added that Government acknowledges efforts to recover Parcel 1 should the site no longer be needed and updated annual rent in Provision 4 to \$4,376 per annum; removed Parcels 2 and 3; and

WHEREAS, DA04-167-ENG-3429 Supplemental Agreement No. 5, dated 17 June 2003, added that City of Fresno to accept reconveyance free of lies/encumbrances of 1.025± acres and to construct a new security fence along the new established line; also, modified Provision 2a to reduce acres to 15.183± acres and show that 1.025± returned to the City of Fresno; and

WHEREAS, This Agreement also supersedes DACA 05-5-99-486, dated 28 April 1999, consisting of:

Parcel A, 65.16± acres; Parcel B, 20.094± acres; and Parcel 2, 25.468± acres with associated rental cost of six thousand eight hundred sixty-eight and no/100 dollars (\$6,868.00) annually, expiring 30 Sept 1999 provided that unless and until the Government shall give notice of termination, this lease shall remain in force annually without further notice, provided further that adequate appropriations are available from annually for the payment of rent, and provided further that this lease shall in no event extend beyond 20 Sept 2047 with the exception of 8.5930± acres of Parcel B delineated in Exhibit C of DACA 05-5-99-486, which expired 1 July 2006, and

WHEREAS, The Government and the City acknowledge that the Government continued to occupy land leased through DA04-167-ENG-3429 from its 31 August 2014 expiration through today without requesting formal termination of the agreement, and further acknowledge the previously agreed to rental cost.

NOW, THEREFORE, the Lessor, for the consideration set forth below, hereby leases to the Government the Leased Premises (identified below), subject to the following conditions:

Leased Premises includes the following Real Property parcels:

Parcel 1 – Marine Base – Exclusive Use consisting of 15.183+/- acres of land,  
Parcel 2 – Exclusive Use consisting of 77.8+/- acres of land, and  
Parcel 3 – Munitions Area; Exclusive Use consisting of 24.9+/- acres of land,

described on **Exhibit A** and depicted on **Exhibit B** together with the right of the Government and its officers, employees, invitees, licensees, agents and contractors to use the streets, common driving areas, sidewalks, and walkways around the real property for access to and from public streets and highways (the “Leased Premises”), and certain personal property, if any, identified in **Exhibit A** (the “Personal Property”). The Personal Property is an integral part of the Leased Premises and may be used by the Government in connection with its use of the real property included in the Leased Premises.

## **BASIC TERMS**

### **1. TERM**

**1.0. Term.** The term of this Agreement shall be forty (40) years, commencing on 1 May 2025 and shall expire at midnight on 30 April 2065, unless sooner terminated pursuant to the provisions hereof.

### **2. RENT**

**2.1. Rent.** One dollar (\$1.00) per year per parcel, payable in arrears in equal installments of one dollar (\$1.00), commencing on the Term Beginning Date, receipt acknowledged. Expired Lease DA 04-167-ENG-3429 requires associated back payments to the Airport for Parcel 1 in the total negotiated amount of \$39,384.00.

2.1.1 Parcel 1 – One dollar (\$1.00) per year, payable on every October 1 during the term of the Agreement, commencing on the Term Beginning Date receipt acknowledged. The Government acknowledges back payment of annual rent costs associated with superseded Lease DA 04-167-ENG-3429 in the amount of \$39,384.00 (\$4376.00/yr from 09/01/2014 to 08/31/2023) under superseded Lease DA04-167-ENG-3429.

2.1.2. Parcel 2 – One dollar (\$1.00) per year, payable on every October 1 during the term of the Agreement, commencing on the Term Beginning Date receipt acknowledged.

2.1.3. Parcel 3 – One dollar (\$1.00) per year, payable on every October 1 during the term of the Agreement, commencing on the Term Beginning Date receipt acknowledged.

**2.2.** If rent commences on a day other than the first day of a calendar month, that portion of the rent which is payable for the period shall be prorated based on the number of days in that month.

### **3. CORRESPONDENCE**

**3.0.** Whenever the Government or the Lessor shall desire to give or serve upon the other a notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication with respect to this Lease or with respect to the Leased Premises and any improvements located thereon, each such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication is directed or by mailing the same, in duplicate, to such Party or Parties through a nationally recognized and reputable overnight delivery service at the regular delivery address for the parties specified below. In the latter case, delivery shall be effective on the date confirmed by the records of such service. All correspondence that must be sent, and all notices required or desired to be given under this Lease, must be addressed, to:

with a copy to:

National Guard Bureau

3501 Fetchet Ave  
Joint Base Andrews, MD 20762-5157

and, if to the Lessor, to:

City of Fresno Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727

or to another address that the Parties may from time to time otherwise direct. Notice shall be given in writing and enclosed in a sealed envelope to the address of the receiving Party, and either hand-delivered, or sent by United States Postal Service, or by recognized overnight courier. The communication will be deemed delivered when received by the addressee.

#### **4. ACCESS AND INSPECTION**

**4.0.** Lessor shall have the right to access the Leased Premises for purposes of inspection at any reasonable time with reasonable prior notice to the Government.

#### **5. DEFAULT AND TERMINATION**

**5.1.** The failure of the Lessor or the Government to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice, shall constitute a default or breach of this Lease. If, however, the time required to return to compliance exceeds the thirty (30) day period, the defaulting Party shall not be deemed to be in default if within such period the actions necessary to bring the Lease into compliance have begun and are diligently and continuously pursued to until the default has been cured.

**5.1.1.** In the event of any default and breach of this Lease, the non-defaulting Party may terminate this Lease at any time after expiration of the cure period provided for in Condition 5.1 upon written notice of the termination. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least seven (7) but not more than thirty (30) days after receipt of the notice.

**5.2.** The Government may terminate this Lease at any time by giving the Lessor at least thirty (30) days prior written notice.

**5.3.** The Government shall vacate and surrender the Leased Premises to the Lessor on or before the date of expiration of the Lease, or its earlier termination. The Government will remove all of its property from the Leased Premises and restore them to as good order and condition, reasonable wear and tear and damage beyond the control of the Government excepted, as that existing on the Term Beginning Date, subject to Condition 6 below. In the alternative and at the

Government's discretion, the Government may convey any remaining improvements to lessor and/or compensate the Lessor for the diminution in value of the promises in lieu of removal and/or restoration.

## **OPERATION OF THE PREMISES**

### **6. CONDITION OF LEASED PREMISES**

**6.1.** Prior to the Term Beginning Date, the following reports will be prepared and signed by the Parties and attached as exhibits:

**6.1.1.** A physical condition report (PCR) is attached to this Lease as **Exhibit C**. The PCR sets forth the agreed physical appearance and condition of the Leased Premises on the Term Beginning Date as determined from a joint inspection by the Parties. Any failure on the part of the Lessor to fully disclose any known latent defect on the Leased Premises shall be grounds for termination of this Lease by the Government.

**6.1.2.** An Environmental Baseline Survey (EBS) is attached to this Lease as **Exhibit D**. The EBS sets forth those environmental conditions and matters on and affecting the Leased Premises on the Term Beginning Date, as determined from the records and analyses reflected in the EBS. Any failure on the part of the Lessor to fully disclose any known environmental condition or hazard on the Leased Premises shall be grounds for termination of this Lease by the Government.

**6.2.** At the expiration or earlier termination or revocation of this Lease, the following reports will be signed by representatives of the Parties and attached as exhibits and made a part of this Lease within ten (10) business days after it vacates the Leased Premises:

**6.2.1.** An update of the PCR signed by representatives of the Lessor and the Government, which shall be attached as **Exhibit C-1** to this Lease, shall be completed on the termination of this Lease. The update of the PCR will set forth the agreed physical appearance and condition of the Leased Premises on the ending date of this Lease as determined from a joint inspection by the Parties.

**6.2.2.** An update of the EBS signed by representatives of the Lessor and the Government, which shall be attached as **Exhibit D-1** to this Lease, shall be completed on the termination of this Lease. The update of the EBS will set forth those environmental conditions and matters on and affecting the Leased Premises on the ending date of this Lease as determined from the records and analyses reflected in the EBS.

## **7. CONSTRUCTION AND ALTERATIONS**

**7.0.** The Government may place, construct, or make substantial improvements, structures, alterations, or additions to, or installations upon, and otherwise modify or alter the Leased Premises (“Alterations”) with (or without) the prior written consent of the Lessor. Unless otherwise agreed in writing, all Alterations shall remain the property of the Government when annexed to the Leased Premises.

## **8. MAINTENANCE OF LEASED PREMISES**

**8.0.** The Government shall keep the Leased Premises in good order and repair during the term of this Lease.

## **9. UTILITIES AND SERVICES**

**9.0.** The Government shall be responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Leased Premises.

## **10. USE OF LEASED PREMISES**

**10.0.** Use: National Guard purposes subject, however, to all applicable provisions of this Lease. The Government may use the Leased Premises for any use not otherwise prohibited by this Lease.

## **ENVIRONMENT**

### **11. ENVIRONMENTAL PROTECTION**

**11.1.** Compliance with Law. The Government shall comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to its activities on the Leased Premises, including, without limitation, obtaining any environmental permits required for its operations under this Lease. The Government, however, shall not be responsible for any act or omission of the Lessor that contaminates the Leased Premises, and the Lessor agrees to comply with all applicable environmental laws and regulations as a result of any such act or omission, and to the extent permitted by law, the Lessor agrees to hold the Government harmless from, and indemnify and defend the Government against, any action arising from contamination on, and migrating upon, the Leased Premises by the Lessor.

**11.2.** Wetlands. The Government shall protect any wetlands found or identified on the Leased Premises from destruction, loss, or degradation, consistent with the requirements of applicable law.



## **12. HISTORIC PROPERTY**

**12.0.** The Government will comply with all laws applicable to historical property located on the Leased Premises, if any.

## **CHANGES IN OWNERSHIP OR CONTROL**

## **13. ASSIGNMENTS, SUBLEASES, AND LICENSES**

**13.1.** The Government may not assign this Lease or sublet the Leased Premises for any purpose not provided in this agreement without the prior written consent of the Lessor, which shall not be unreasonably withheld, delayed, or qualified.

**13.1.1.** Any assignment or sublease granted by the Government shall be consistent with all of the terms and Conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the Government under this Lease.

**13.1.2.** The Government shall deliver to the Lessor, for its prior written consent, a copy of each agreement of sublease or assignment it proposes to execute. Consent or rejection by the Lessor shall be given within ten (10) business days of receipt of the proposed agreement.

**13.1.3.** Any agreement of sublease or assignment must expressly provide that: (a) the sublease or assignment, as the case may be, is subject to all of the terms and Conditions of the Lease; (b) the sublease shall terminate on the expiration or earlier termination of this Lease; (c) the sublessee or assignee, as the case may be, shall assume all of the obligations of the Government; and (d) in case of any conflict between any provisions of this Lease and any provisions of the agreement of sublease or assignment, this Lease will control. A copy of this Lease must be attached to the agreement of sublease or assignment.

**13.2.** The Lessor shall not engage in any financing or other transactions creating any mortgage lien upon the Leased Premises; place or suffer to be placed upon the Leased Premises any other lien or other encumbrances; or suffer any levy or attachment to be made on the Lessee's interest in the Leased Premises. Any mortgage, encumbrance, or lien shall be deemed to be a violation of this condition and constitute a failure to comply with the terms of this Lease on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

## **14. EASEMENTS AND RIGHTS OF WAY**

**14.1.** This Lease is subject to all existing easements, rights-of-way, and rights in the nature of an easement or right-of-way (collectively “Outgrants”) related to the Leased Premises.

**14.2.** The Lessor has identified all Outgrants.

**14.3.** The holders of such Outgrants shall have reasonable rights of ingress and egress over the Leased Premises in order to carry out the purpose of the Outgrants.

## **GENERAL PROVISIONS**

### **15. HEADINGS OR TITLES**

**15.0.** The brief headings or titles preceding each condition are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Lease.

### **16. COUNTERPARTS**

**16.0.** This Lease is executed in two (2) counterparts each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

### **17. ENTIRE AGREEMENT**

**17.0.** It is expressly agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Government, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Lease. This instrument may only be modified or amended by mutual agreement of the Parties in one writing signed by each Party.

### **18. TIME OF THE ESSENCE**

**18.0.** Time shall be of the essence with this Lease.

### **19. TAXES**

**19.0.** The Lessor shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this Lease, may be imposed upon the Lessor with respect to the Leased Premises.

## **20. GENERAL INDEMNIFICATION BY LESSEE**

**20.0.** To the furthest extent allowed by law, Government shall indemnify, hold harmless and defend Lessor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, Government or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of, or are in any way connected with, Government's activities, or the entry on, occupancy or use of, the Property by Government or Government's representatives, or the exercise by Government of Government's rights hereunder, or the performance of, or failure to perform, Government's duties under this Agreement and Lease, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including but not limited to employees of Landlord or Government (and including, but not limited to, injury due to exposure to Potential Environmental Hazards in, on or about the Property); (ii) injury to property or other interest of Landlord, Government or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault.. Government's obligations under the preceding sentence shall apply regardless of whether Lessor or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of Lessor or any of its officers, officials, employees, agents or volunteers.

Government acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of Government or in connection with Government's use or occupancy of the Property, Government's activities or the activities of any of Government's representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

Government's use and occupancy of the Property shall be at Government's sole risk and expense. Government accepts all risk relating to Government's occupancy and use of the Property. Lessor shall not be liable to Government for,

and Government hereby waives and releases Lessor from, any and all liability, whether in contract, tort, strict liability or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property. Government shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Lessor harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Government, or any of Government's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Agreement.'

Lessor agrees that nothing herein shall act to abrogate or waive any immunities available to Agency under the Tort Claims Act of the State of California or the Federal Tort Claims Act.

The provisions of this Section shall survive the expiration or termination of this Lease.

## **21. INSURANCE**

**21.0.** Without limiting the indemnification obligations, it is understood and agreed that Government shall maintain, at their sole expense, insurance policies or self-insurance programs to fund their respective liabilities. The Government is self-insured.

## **22. DISPUTES**

**22.0.** The Parties shall at all times try to resolve disputes in an amicable manner. However, the Parties reserve all rights afforded them under law to resolve any such dispute by any lawful means.

## **23. AMENDMENTS**

**23.0.** This Lease may be amended at any time by mutual agreement of the Parties in one writing and signed by a duly authorized representative of each Party.

## **24. REPORT TO CONGRESS**

**24.0.** This Lease is not reportable under 10 U.S.C. § 2662.

## **25. DAMAGE TO GOVERNMENT PROPERTY**

**25.0.** The Lessor shall not be responsible for damage to government property pursuant to any grants provided under this Lease, except those of gross negligence or willful misconduct on the part of Lessor, Lessor's agents, and Lessor's assigns.

## **26. COMPLIANCE WITH APPLICABLE LAWS**

**26.0.** The Government will comply with all applicable laws in its use and occupancy of the Leased Premises. Nothing in this Lease shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

## **27. RESTRICTIONS ON USE OF LEASED PREMISES**

**27.0.** RESERVED

## **28. SPECIAL CONSIDERATIONS**

**28.0.** By way of Amendment to this Agreement, Lessor has an opportunity to lease a parcel of land adjacent to Parcel 1 for the development of a new corporate facility by the Lessor. At such future time as the development occurs, the Lessee is responsible for the restoration and return of Parcel 2 as described in this Agreement.

## **29. REQUIRED ACCESSIBILITY DISCLOSURE**

**29.0.** A Certified Access Specialist (CASP) can inspect the Leased Premises and determine whether the Leased Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or Lessor may not prohibit Leased from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Government, if requested by Government. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Leased Premises.

## **30. ANTI DEFICIENCY ACT**

**30.0** Notwithstanding the foregoing the obligation of the Government to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act (31 USC 1341).

## **31.. EXHIBITS**

**31.0.** Five (5) exhibits are attached to and made a part of this Lease, as follows:

Exhibit A - Description of Leased Premises

Exhibit B - Map of the Leased Premises  
Exhibit C - Physical Condition Report  
Exhibit D - Environmental Baseline Survey  
Exhibit E – Conflict of Interest

***[Signatures on the following page]***

**IN WITNESS WHEREOF**, the City of Fresno has signed and executed this Lease through their duly authorized representatives on the dates shown below.

**CITY OF FRESNO, CALIFORNIA**

A Municipal Corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

**THE UNITED STATES OF AMERICA**

By the Secretary of the Air Force

By: \_\_\_\_\_  
BRENDA L. ROESCH  
Director, Installations Directorate

**APPROVED AS TO FORM:**

ANDREW JANZ

City Attorney

By: Brandon Collet  
Brandon M. Collet                      Date  
Chief Assistant City Attorney

**ATTEST:**

TODD STERMER, MMC

City Clerk

By: \_\_\_\_\_  
  
Deputy

**Address for Notice:**

City of Fresno  
Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727

## EXHIBIT A— DESCRIPTION OF PREMISES

Commencing at the North quarter corner of Section 29, Township 13 South, Range 21 East, Mount Diablo Base and Meridian; thence South 89° 57' 28" West along the North line of the Northwest quarter of said Section 29, a distance of 624.37 feet; thence South 0° 02' 32" East, a distance of 30.00 feet to a point on the South right of way line of Shields Avenue, said point being the **TRUE POINT OF BEGINNING**; thence South 89° 57' 28" West along the South right of way line, a distance of 893.20 feet, thence South 1° 56' 11" East, distance of 197.49 feet; thence South 35° 09' 47" West, a distance of 291.24 feet; thence South 54° 50' 13" East, along a line parallel with and 200.00 feet Northeasterly from the centerline of "Taxiway Charlie", a distance of 682.44 feet; thence North 64° 45' 17" East, a distance of 51.18 feet; thence North 75° 04' 14" East a distance of 258.66 feet, thence North 12° 20' 53" West, a distance of 33.12 feet; thence North 77° 53' 07" East a distance of 352.79 feet to a point on the arc of a non-tangent curve, concave to the East, having a radius of 1550.00 feet, the radius point of which bears North 67° 31' 43" East from said point; thence Northwesterly and Northerly along said curve, through a central angle of 22° 25' 45" and arc length of 606.77 feet; thence North 0° 02' 32" West, along a line tangent to said curve, a distance of 23.00 feet; thence Northerly and Westerly along the arc of a tangent curve, concave to the Southwest and having a radius of 20.00 feet, through a central angle of 90° 00' 00" and an arc length of 31.42 feet to the **TRUE POINT OF BEGINNING**.

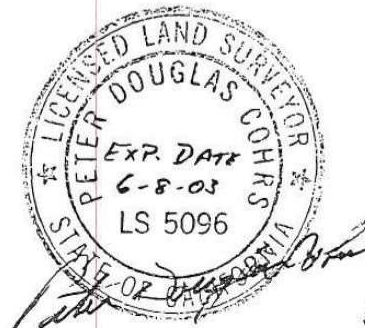
Contains an area of 16.208 acres, more or less.

**EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:** Commencing at the North quarter corner of Section 29, Township 13 South, Range 21 East, Mount Diablo Base and Meridian; thence South 89° 57' 28" West along the North line of the Northwest quarter of said Section 29, a distance of 624.37 feet; thence South 0° 02' 32" East, a distance of 30.00 feet to a point on the South right of way line of Shields Avenue; thence South 89° 57' 28" West along the South right of way line a distance of 710.70 feet, said point being the **TRUE POINT OF BEGINNING** thence continuing South 89° 57' 28" West, along said south right of way line a distance of 182.50 feet; South 1° 56' 11" East, distance of 197.49 feet; thence South 35° 09' 47" West, a distance of 291.24 feet; thence South 54° 50' 13" East, along a line parallel with and 200.00 feet Northeasterly from the centerline of "Taxiway Charlie", a distance of 94.56 feet; thence North 35° 09' 47" East a distance of 215.92 feet; thence North 54° 50' 13" West a distance of 64.56 feet; thence North 35° 09' 47" East a distance of 338.05 feet **TRUE POINT OF BEGINNING**.

Contains an area of 1.025 acres, more or less.

**Net Lease area contains 15.183 acres, more or less.**

*Fresno Yosemite International Airport - Lease Exhibit*  
*G:\air cargo\usmc lease description.wpd*  
*Prepared: January 31, 2001:*





FRESNO YOSEMITE INTERNATIONAL AIRPORT  
CANG LEASE PARCEL "A"

LEGAL DESCRIPTION

Lease No. DACA05-5-99-486  
Fresno Yosemite International Airport

That certain parcel of real property situated in the Southeast corner of the Fresno Yosemite International Airport, formerly known as Hammer Field, in Section 29, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, and more particularly described as follows:

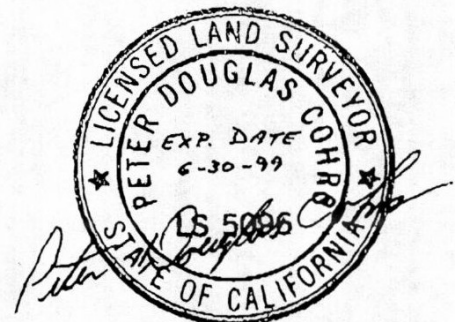
Parcel A

COMMENCING at the Southeast corner of said Section 29; thence South 89° 48' 54" West, along the South line of said Section 29, a distance of 591.92 feet; thence North 00° 04' 52" West, a distance of 140.96 feet to a point on the arc of a non-tangent curve, said curve being concave to the North and having a radius of 1253.22 feet, a radial from said point bears North 08° 25' 56" West, said point being the TRUE POINT OF BEGINNING; thence Westerly, along said curve, through a central angle of 08° 14' 50", an arc distance of 180.39 feet to a point which is 128.00 feet North of the South line of said Section 29; thence South 87° 09' 26" West, along a non-tangent line, a distance of 498.56 feet; thence South 89° 55' 44" West, a distance of 1069.94 feet; thence North 00° 02' 03" West, a distance of 2.00 feet; thence South 89° 48' 54" West, parallel with and 109.00 feet North of the South line of said Section 29, a distance of 273.17 feet; thence South 85° 59' 56" West, a distance of 60.13 feet; thence South 89° 33' 08" West, a distance of 208.86 feet; thence North 45° 14' 08" West, a distance of 14.09 feet; thence North 87° 10' 20" West, a distance of 190.27 feet; thence North 89° 08' 37" West, a distance of 220.04 feet; thence South 89° 48' 54" West, parallel with and 128.00 feet North of the South line of said Section 29, a distance of 530.61 feet; thence North 00° 11' 06" West, a distance of 3.00 feet; thence South 89° 48' 54" West, a distance of 110.04 feet; thence North 00° 11' 06" West, a distance of 98.11 feet; thence South 89° 48' 54" West, a distance of 93.62 feet; thence North 00° 11' 06" West, a distance of 500.47 feet; thence North 35° 09' 47" East, a distance of 1047.73 feet; thence South 54° 50' 13" East, a distance of 1417.71 feet; thence South 89° 58' 31" East, a distance of 1171.88 feet; thence South 54° 50' 13" East, a distance of 625.36 feet; thence South 00° 04' 52" East, a distance of 256.91 feet to the TRUE POINT OF BEGINNING.

Contains an area of 65.160 acres, more or less.

Reference Public Works Drawing Number 25-AA-219  
March 26, 1999

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FRESNO YOSEMITE INTERNATIONAL AIRPORT  
CANG LEASE PARCEL "B"  
THROUGH 2006

LEGAL DESCRIPTION

Lease No. DACA05-5-99-486  
Fresno Yosemite International Airport

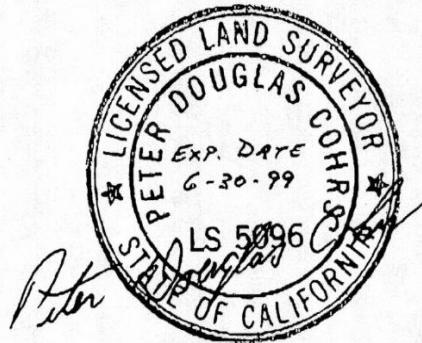
That certain parcel of real property situated in the Southeast corner of the Fresno Yosemite International Airport, formerly known as Hammer Field, in Section 29, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, and more particularly described as follows:

Parcel B

COMMENCING at the Southeast corner of said Section 29; thence South 89° 48' 54" West, along the South line of said Section 29, a distance of 4035.66 feet to a point 1258.34 feet Easterly from the Southwest corner of said Section 29; thence North 00° 11' 06" West, a distance of 132.58 feet to the TRUE POINT OF BEGINNING; thence North 88° 50' 54" West, a distance of 112.02 feet; thence South 01° 09' 06" West, a distance of 3.00 feet; thence North 88° 50' 54" West, a distance of 120.18 feet; thence South 89° 48' 54" West, parallel with and 135.00 feet North from the South line of said Section 29, a distance of 612.17 feet; thence North 00° 02' 03" West, a distance of 637.95 feet; thence North 29° 43' 24" East, a distance of 433.89 feet; thence South 89° 56' 36" E., a distance of 921.14 feet; thence South 35° 09' 47" West, a distance of 509.52 feet; thence South 00° 11' 06" East, a distance of 597.00 feet to the TRUE POINT OF BEGINNING.

Contains an area of 20.094 acres, more or less.

Reference Public Works Drawing Number 25-A-275  
March 26, 1999



FRESNO YOSEMITE INTERNATIONAL AIRPORT  
CANG LEASE PARCEL "2"

LEGAL DESCRIPTION

Lease No. DACA05-5-99-486  
Fresno Yosemite International Airport

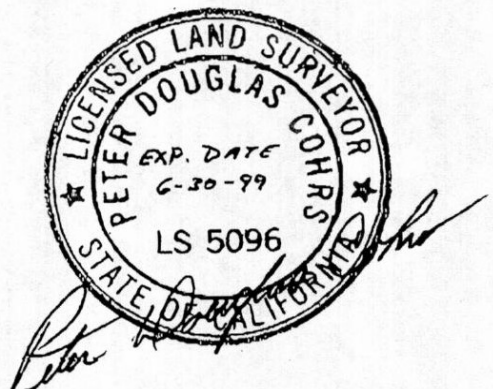
That certain parcel of real property located in the southeast quarter of Section 19, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, according to the U. S. Government plat thereof, described as follows:

Parcel 2

COMMENCING at the east quarter corner of said Section 19, thence North 89° 55' 49" West, along the north line of the southeast quarter of said Section 19, a distance of 1,333.60 feet; thence South 00° 04' 11" West, a distance of 40.00 feet to a point on the south right-of-way line of Dakota Avenue, said point being the TRUE POINT OF BEGINNING; thence North 89° 55' 49" West, along said south right-of-way line, a distance of 768.85 feet to the east corner of Parcel F of Parcel Map No. 86-42, recorded in Book 46 on page 38 of Parcel Maps, Fresno County Records; thence South 35° 09' 47" West, a distance of 743.86 feet to a point 200.00 feet northeasterly from the centerline of "Taxiway Bravo"; thence South 54° 50' 13" East, along a line parallel with and 200.00 feet Northeasterly from the centerline of "Taxiway Bravo", a distance of 1,385.96 feet; thence North 35° 09' 47" East, a distance of 152.57 feet; thence North 00° 09' 50" West, a distance of 434.61 feet; thence North 89° 55' 49" West, a distance of 20.00 feet; thence North 00° 09' 50" West, a distance of 846.01 feet to the TRUE POINT OF BEGINNING.

Contains an area of 25.468 acres, more or less.

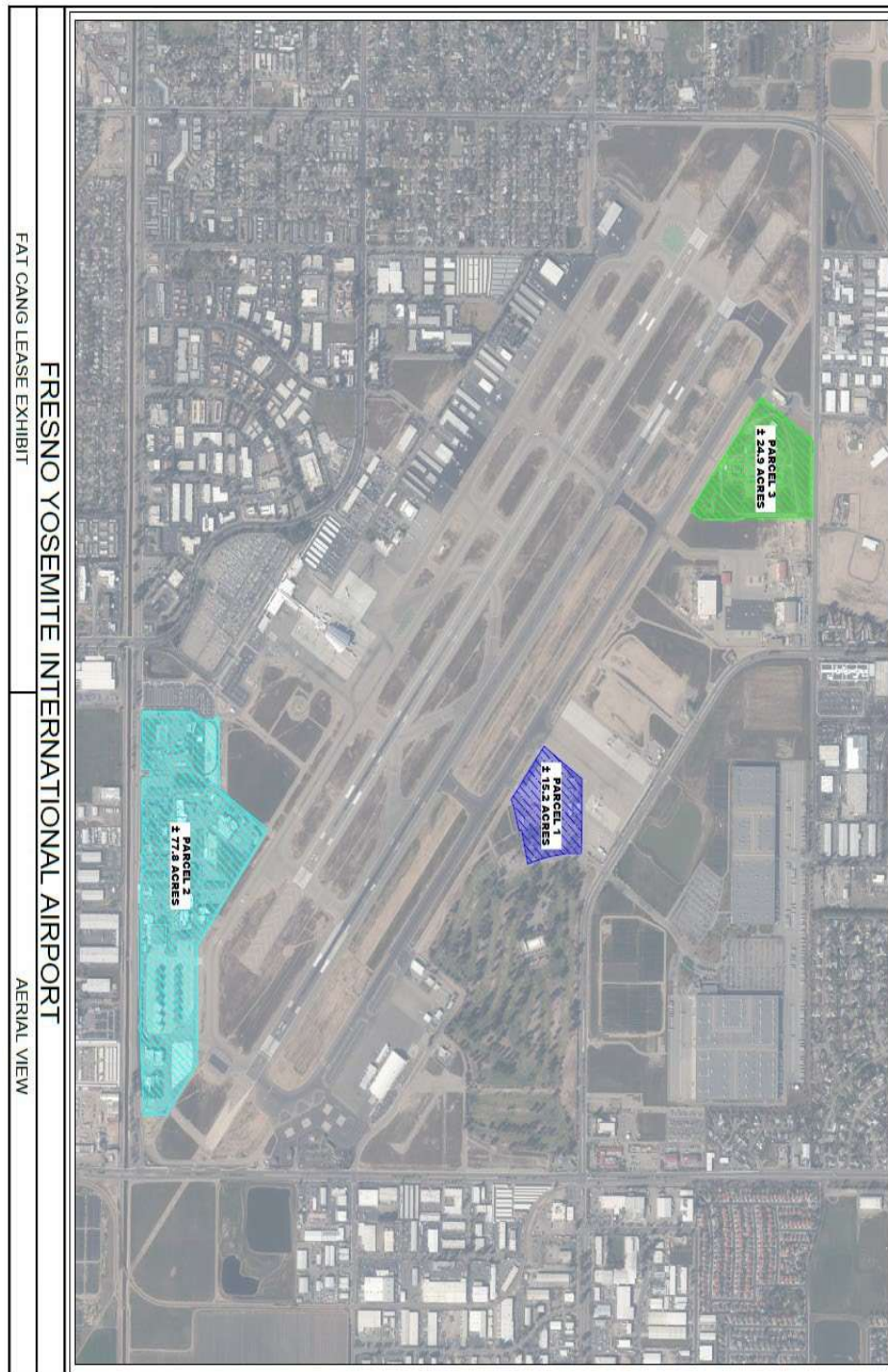
Reference Public Works Drawing Number 25-AA-218  
March 26, 1999



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## EXHIBIT B— MAP OF PREMISES



**EXHIBIT C—PHYSICAL CONDITION REPORT**

***Not Applicable***

**EXHIBIT D—ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION OF  
PROPERTY REPORT**

The EBS/ECP titled and dated is hereby incorporated by this reference.

## EXHIBIT E – DISCLOSURE OF CONFLICT OF INTEREST

### DISCLOSURE OF CONFLICT OF INTEREST

Lease of Air National Guard Base

between City of Fresno (“Fresno”)

Department of Air Force

(“ Air Force ”)

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Name) \_\_\_\_\_

(Company) \_\_\_\_\_

(address) \_\_\_\_\_

(city state zip) \_\_\_\_\_

☐ **ADDITIONAL PAGE(S) ATTACHED.**