

**THIRD AMENDMENT  
TO LEASE AGREEMENT NO. 57-91S8-0-1P64**

**BETWEEN**

**CITY OF FRESNO, CALIFORNIA**

**AND**

**THE UNITED STATES OF AMERICA**

AMENDMENT NO. 3 TO  
LEASE NO. 57-91S8-0-1P64

This Third Amendment ("Amendment 3") is an Air Cargo Ramp Use Agreement by and between the CITY OF FRESNO, California, a municipal corporation ("Lessor or City") and THE UNITED STATES OF AMERICA ("Lessee"), which is effective \_\_\_\_\_, 2020.

Lessor owns and operates Fresno Yosemite International Airport, ("Airport"), located in the City of Fresno, County of Fresno, State of California and Lessee currently operates an existing AIR OPERATIONS BASE pursuant to a lease agreement with City, also known as Lease No. 57-91S8-0-1P64, dated January 23, 1991 ("Lease").

At certain times the function of the Lessee's operation may require the use of aircraft too large and/or heavy to be accommodated on the Lessee's particular leasehold property, requiring Lessee to utilize other space not presently included in the Lease. Lessee may also need to have equipment available to accommodate these aircraft at the times and places of their use of the additional space.

The parties therefore agree as follows:

**1. Property:**

Lessor agrees to allow Lessee to use designated parking location(s), as shown in Exhibit "A" attached hereto and incorporated into this Agreement ("Premises") on a non-exclusive basis, at the Airport that are appropriate to handle the aircraft and auxiliary operational equipment if such space is available.

**2. Term:**

The term of the Lease between the City of Fresno and The United States Of America, as amended, shall remain unchanged.

**3. Fees:**

Definition: The term "Fees" shall mean all monetary obligations of Lessee to Lessor under the terms of this Third Amendment.

- a) In return for use of the Premises including Gates, Ramps, Equipment and any/all rights, licenses, and privileges granted hereunder and for the undertakings of City, Lessee agrees to pay City during the term of this Third Amendment without deduction or set-off, certain rentals, landing fees and fee and RON charges, and all other applicable charges, as set forth in the City's annual Master Fee Schedule as amended from time to time as a Non-Signatory Commercial Operator.
- b) Lessee agrees to all applicable fees for any auxiliary equipment located on the Premises at a rate no less than equal to the aircraft type in which it is intended to service regardless of whether an aircraft uses the Premises or not.
- c) If any auxiliary equipment used by Lessee is located in any manner on an adjacent parking location, Lessee agrees to pay all applicable Fees at a rate no less than equal to the aircraft type in which it is intended to service in addition to the Premises where the aircraft is intended to be positioned.

**4. Lease:**

Except as amended herein, all other terms and provision of the Lease remain unchanged.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Amendment to be executed by duly authorized person(s)/officer(s).

**CITY OF FRESNO, CALIFORNIA**  
A Municipal Corporation

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Kevin Meikle  
Director of Aviation

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

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Douglas T. Sloan  
City Attorney

By:  \_\_\_\_\_ Date 11/30/2020  
Kristi Costa  
Deputy City Attorney

**ATTEST:**

Yvonne Spence, CRM MMC  
City Clerk

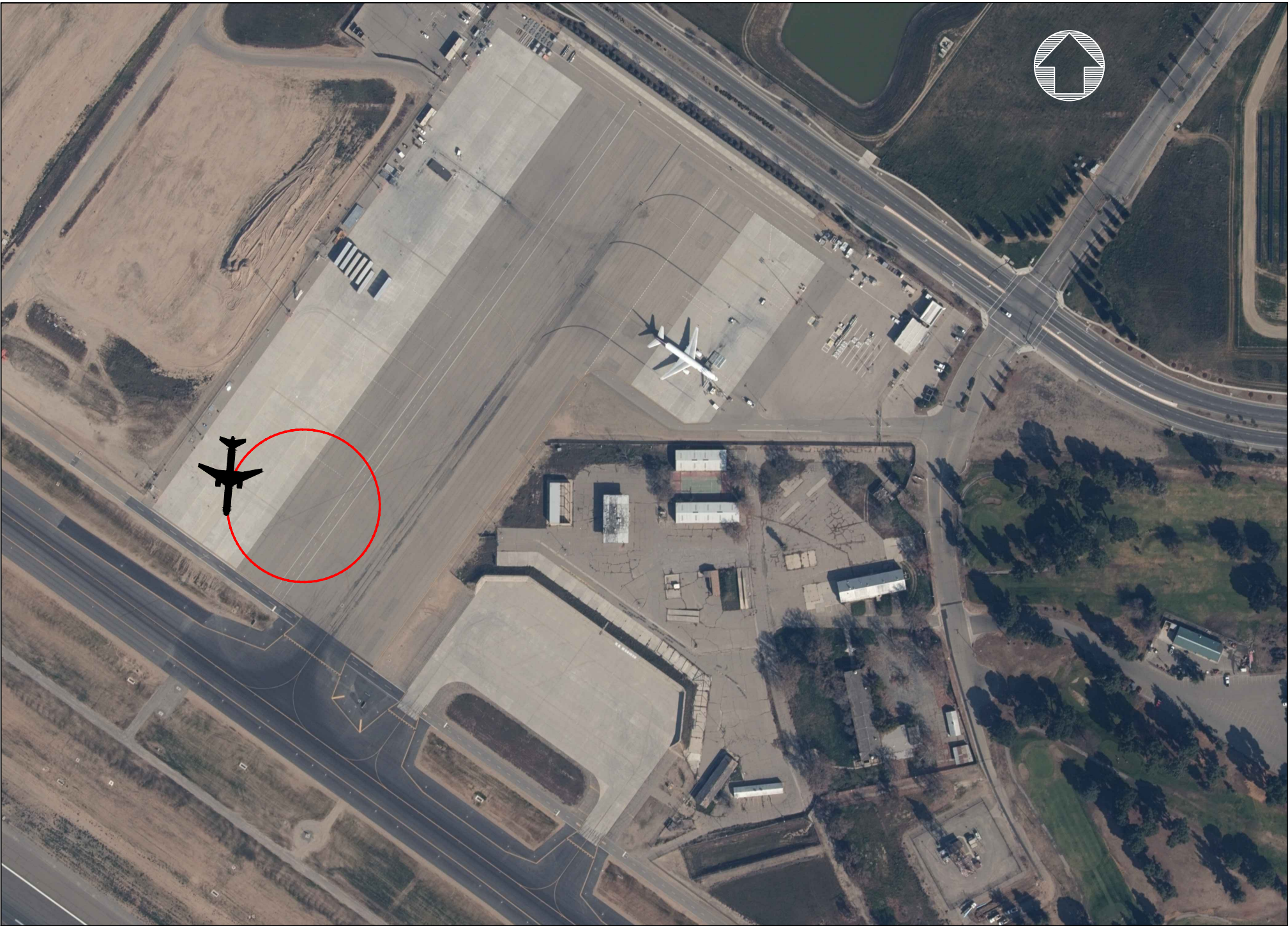
Address for Notice:

The United States of America  
Department Of Agriculture

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

The United States Of America  
Department Of Agriculture  
Contracting Officer  
Region 5, Forest Service  
1600 Tollhouse Road  
Clovis, CA 93612

Address for Notice:  
City of Fresno  
Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727



FRESNO YOSEMITE INTERNATIONAL AIRPORT

LSE - USDA - AMENDMENT 3 OFFSITE PARKING AGREEMENT

SITE MAP