

FL-007
GSA/FresnoFair

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (hereinafter the "Amendment") is made and entered into this 28th day of September, 2004, between, the COUNTY OF FRESNO, a Political Subdivision of the State of California, 2220 Tulare Street, 16th Floor, Fresno, CA 93721-2120 (hereinafter LESSOR), and the State of California acting by and through the 21st District Agricultural Association, 1121 Chance Avenue, Fresno, CA 93702 (hereinafter LESSEE), with reference to the following (LESSOR and LESSEE collectively may be referred to herein as the "Parties"):

WHEREAS, LESSOR and LESSEE are Parties to that certain Lease FL-007, dated June 5, 2001 (hereinafter the "Lease"), for the lease of a premises known as the FRESNO COUNTY FAIRGROUNDS; and

WHEREAS, the Parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Clause 2. TERM AND TERMINATION is deleted in its entirety and replaced with the following:

2. TERM AND TERMINATION - The primary term of this Lease shall be for a period of 53 years commencing July 1, 2001 and terminating June 30, 2054. This lease shall be renewable at the mutual agreement of the Parties. Furthermore, the Parties may terminate this Lease at any time during the primary lease term upon the mutual written approval of such termination by duly authorized representatives of the Parties. In the case of LESSOR, such written approval shall be signed by either the County Administrative Officer or Director of General Services or their designee.

2. The following paragraph shall be added to the end of Clause 5

IMPROVEMENTS AND USE:

In addition to the purposes provided for in this Lease, LESSEE may, upon written notice to and approval by LESSOR, enter into subleases and such other

1 agreements as necessary to allow for additional uses of the infield of the racetrack,
2 specifically for storm water retention and management, and for the development and
3 operation of the infield of the racetrack for baseball, softball and facilities associated
4 therewith.

5 3. Clause 7. LESSOR'S USE OF PREMISES is deleted in its entirety and
6 replaced with the following:

7 7. LESSOR'S USE OF PREMISES - LESSEE shall make available for
8 LESSOR'S use those parking lots labeled Kings Canyon Avenue Parking Lot, Hamilton
9 Avenue Parking Lot and Ag Parking Lot, as shown cross-hatched on Exhibit "A,"
10 attached hereto and incorporated herein by reference. Said parking lots shall be
11 available for the use of LESSOR'S employees Monday through Friday except for the
12 period beginning two (2) weeks before the Fair starts, during the Fair, and extending
13 two (2) weeks after the end of the Fair. LESSEE will provide thirty (30) days prior
14 written notice as to the date LESSOR will stop parking prior to the start of the Fair.
15 LESSOR shall, at its own expense and at all times, maintain the parking lots in a good
16 and safe condition. LESSOR shall not, without obtaining prior written consent of
17 LESSEE, make any alterations, additions and/or improvements to or about the parking
18 lots. LESSOR agrees to bear the expenses arising from its use of the described
19 parking lots including electricity. Said amount to be mutually agreed upon by the
20 parties hereto.

21 LESSEE may request use of the above-described parking lots during
22 LESSOR'S use of the lots as above-described in this Clause 7 by providing thirty (30)
23 days prior written notice to LESSOR. Upon approval by LESSOR, and during such
24 use, LESSEE agrees to provide substitute parking to LESSOR at a fenced area
25 located at the southeast corner of Butler and Maple, commonly known as the "Soccer
26 Field" as shown cross-hatched on Exhibit "A". Should the Soccer Field area be
27 unavailable, LESSEE shall provide a comparable location for LESSOR'S parking use.
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1 LESSEE will provide security for LESSOR'S vehicles parked at the substitute parking
2 site.

3 It is also understood that LESSOR may need certain access rights,
4 permanently or temporarily, over, under or across the premises for installation of
5 utilities, communications facilities, etc. Approval of the access rights shall be given to
6 LESSOR by written notice from the Chief Executive Officer of the 21st District
7 Agricultural Association within ten (10) days of receipt of such request from LESSOR.

8 4. The following paragraph shall be added to the end of Clause 12. INDEMNITY
9 AND INSURANCE:

10 If LESSEE enters into one or more subleases or similar agreements, the
11 LESSEE and/or any sub-lessee to said agreements shall provide insurance and
12 indemnity to the LESSOR as provided herein. LESSOR may also hold liable LESSEE,
13 and/or any sub-lessee, for any breach or failure to perform under this Lease or any
14 sub-lease hereof.

15 5. Clause 14. RELOCATION ASSISTANCE WAIVER is deleted in its entirety and
16 replaced with the following:

17 14. RELOCATION ASSISTANCE WAIVER – LESSEE agrees to waive all
18 rights to relocation assistance to which it may be entitled under California Government
19 Code Section 17260, et seq., with regard to this Lease. LESSEE further agrees that
20 such waiver shall extend to any subleases or similar agreements and be binding upon
21 the parties thereto.

22 The Parties agree that this Amendment is sufficient to amend the Lease, and that upon
23 execution of this Amendment, the Lease and this Amendment together shall be considered the
24 Lease.

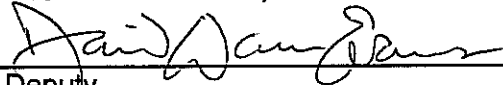
25 The Lease, as hereby amended, is ratified and continued. All provisions, terms,
26 covenants, conditions and promises contained in the Lease and not amended herein shall
27 remain in full force and effect.

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EXECUTED as of the date above specified.


APPROVED AS TO LEGAL FORM:
DENNIS A. MARSHALL, COUNTY COUNSEL

By 
Deputy


LESSOR:
COUNTY OF FRESNO

By 
Susan B. Anderson, Chair
Board of Supervisors

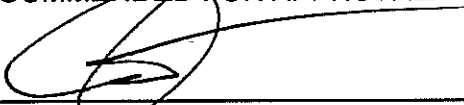
APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/TREASURER-
TAX COLLECTOR

By 

LESSEE:
21ST DISTRICT AGRICULTURAL ASSN.

By 
John Alkire, CEO

RECOMMENDED FOR APPROVAL:

By 
John A. Navarrette, Director
of General Services

ATTEST: Bernice E. Seidel, Clerk
BOARD OF SUPERVISORS

By 
Deputy

Budget No. 01300100
Acct. No. 3404

FL-007GSA/FresnoFair

Kings Canyon Avenue

Kings Canyon
Ave.
Parking Lot

Chance Avenue

Mapel Avenue

FAIRGROUNDS

Butler Avenue

Stables

Fair Parking

AG
Parking
Lot

Soccer
Field

Hamilton
Parking
Lot

County

Yard

Hamilton Avenue

