

IN
6/26/14

FIRST AMENDMENT TO LEASE AGREEMENT
(1944 N. Winery Avenue – Reedy Park)

CITY OF FRESNO
City Clerk's Office (Original)

This First Amendment to Lease Agreement ("First Amendment") is made and entered into this 26 day of June, 2014 by and between the City of Fresno, a California municipal corporation ("City"), and The Discovery Center, a California nonprofit corporation ("Tenant").

RECITALS

WHEREAS, City and Tenant entered into a Lease Agreement ("Lease") on May 26, 2011, for the improved property at 1944, 1936 and 1750 N. Winery Avenue in Fresno, California, commonly known as "Reedy Park"; and

WHEREAS, the Lease had an initial term of five (5) years, during which time Tenant was to complete the reconstruction and repair of the Old Museum, and if such reconstruction was completed within the initial term, then the lease would extend for an additional forty (40) years; and

WHEREAS, Tenant completed reconstruction of the Old Museum within two (2) years of the effective date of the Lease; and

WHEREAS, City and Tenant now wish to amend that Lease on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, and of the covenants, conditions, and promises hereinafter contained, the parties agree as follows:

1. Section 3.(a) of the Lease shall be amended as follows:

(a) The Parties acknowledge that Tenant has completed the reconstruction and repair of the Old Museum. The term of this Lease shall therefore be extended for one forty-three (43) year period on the same terms and conditions of this Lease. The term of this Lease will end at 11:59:59 p.m. on the 48th anniversary of the Effective Date.

2. Reference to the forty (40)-year extension period in Section 11.(c)(2) shall be amended to reference a forty-three (43)-year extension period.

3. Section 6.(b) of the Lease shall be amended to remove the words "(without charge of any mandatory entrance fee for use of the green space)".

4. Section 6.(c) of the Lease shall be amended as follows:

(c) Tenant shall be responsible for programming and arranging for exhibits, lectures, classes and other activities related to the operation of the facility and park. Tenant shall maintain the "green space" on the Leased Premises for "passive use" by the general public. For purposes of this Lease, "passive use" shall include picnicking and activities associated therewith, and the use of restroom facilities on the Leased Premises. Tenant may establish a group reservation policy for use of the "green space," subject to prior approval by the City.

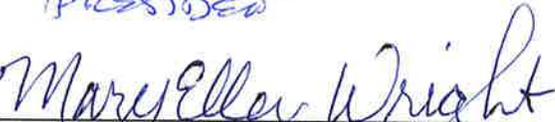
5. Except as otherwise expressly amended herein, all terms and conditions of the Lease shall remain in full force and effect.

**THE DISCOVERY CENTER,
A California nonprofit corporation**

Dated: 6/19/2014

By: 
Name: GARY L. PIGG
Its: PRESIDENT

Dated: 6-19-2014

By: 
Name: MARY ELLEN WRIGHT
Its: EXECUTIVE DIRECTOR

**CITY OF FRESNO,
A California municipal corporation**

Dated: 6/27/14

By: 
Name: _____
Its: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 
(Deputy) 6/27/14

By: 
(Deputy)