

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT (“Amendment”), made and entered into this 1th day of September, 2021, by and between the City of Salinas, a California charter city and municipal corporation of the State of California (“Lessor”) and SEATEC UNDERGROUND UTILITIES, INC., a California Corporation (“Lessee”).

RECITALS

WHEREAS, on September 20, 2016, by way of Resolution No. 21054, the Lessor and Lessee entered into a Ground Lease (“Lease”) for certain real property (the “Leased Premises”) as more particularly described in the Lease; and

WHEREAS, on August 27, 2019, by way of Resolution No. 21699, the Lessor and Lessee, amended the Lease (Amendment No. 1) for the expansion of the Original Demised Premises by adding approximately 0.244 acres of land (Lot D-1) for the construction of a 6,000 square foot aeronautical storage hangar as more particularly described in Amendment No. 1; and

WHEREAS, Lessor and Lessee, subject to the terms and conditions set forth below, desire to amend the Lease by shifting the boundaries of Lot D-1 to accommodate the construction of a 6,000 square foot aeronautical storage hangar; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment to memorialize these changes; and

WHEREAS, all terms not expressly defined herein shall have the same meaning as defined in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations, and warranties contained in this Amendment, the parties agree to enter into this transaction based on the following terms and conditions:

1. **Demised Premises.** Lessee desires to modify the Demised Premises by shifting the boundaries of Lot D-1, a 0.244 acres (10,638 square feet) parcel of land, which is more fully described on Exhibit A - Legal Description, dated June 10, 2021, and Exhibit B – Plat, dated June 10, 2021, both of which are attached hereto and incorporated herein by reference.

2. **Effective Date.** This Amendment shall be effective as of September 1, 2021.

3. **No Further Modifications.** Except as expressly modified herein, all other provisions of the Lease, and Amendment No. 1 shall remain in full force and effect without amendment or modification.

In Witness Whereof, the undersigned have executed this Lease Amendment to Ground Lease as of the dates written below.

LESSOR:

CITY OF SALINAS

Kimbley Craig, Mayor

Dated: _____

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Dated: _____

ATTEST:

Patricia M. Barajas, City Clerk

Dated: _____

RECOMMENDED FOR APPROVAL:

Brett J. Godown, Airport Manager

Dated: _____

LESSEE:

SEATEC UNDERGROUND UTILITIES, INC.

Alan Bikle, President

Dated: _____

EXHIBIT A

MAP OF LEASED PREMISES

(see attached document)