

AMENDMENT V TO THE LEASE AGREEMENT BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
DANIEL SERIMIAN

This Amendment V to Agreement (“Amendment V”) amends that certain lease agreement entered into on August 20, 2018 (hereinafter referred to as “Agreement”), between the FRESNO COUNTY RURAL TRANSIT AGENCY (herein after referred to as “TENANT”) and DANIEL SERIMIAN, an individual (herein after referred to as “LANDLORD”), whereby LANDLORD agreed to lease the real property located at 1870 Dockery Avenue, Selma CA 93662 (herein after referred to as PROPERTY) to TENANT. LANDLORD and TENANT may be referred to herein collectively as the “Parties” or individually as a “Party.”

Whereas, the Parties entered into an Amendment I to the Agreement (“Amendment I”) on July 17th, 2019, extending the term of the lease by one year; and

Whereas the Parties entered into an Amendment II to the Agreement (“Amendment II”) on June 13th, 2020, extending the term of the lease by one additional year; and

Whereas the Parties entered into an Amendment III to the Agreement (“Amendment III”) on June 4th, 2021, extending the term of the lease by one additional year; and

Whereas the Parties entered into an Amendment IV to the Agreement (“Amendment IV”) on November 18th, 2022, extending the term of the lease to December 31, 2023; and

Whereas, the Parties wish to extend the term of the lease by one additional year; and

Whereas, an amendment to the Agreement is necessary to extend the lease into the next fiscal year.

NOW THEREFORE, in consideration for their mutual promises, TENANT and LANDLORD agree to amend the Agreement as follows:

1. That existing Section 2.TERM AND RENT; shall be deleted in its entirety and replaced with the following:

Landlord leases to Tenant the above Property for a term of one (1) year, commencing December 31, 2023, and terminating on December 31, 2024 (hereinafter referred to as “Lease Term”), or sooner as provided herein at the monthly rental amount of Six Thousand Two Hundred Dollars (\$6,200.00), payable each month for that month’s rental installment payment, with the total amount of Seventy Four Thousand and Four Hundred Dollars (\$74,400.00) rent to be paid over this Lease Term. Each monthly rental installment payment shall be due on the twentieth (20th) day of each calendar month during the Lease Term. All rental payments shall be made to Landlord, Daniel Serimian, at the address identified in Section 15 of this Lease or at such other place designated by written notice from Landlord to Tenant.

2. This Amendment V to Agreement shall become effective on December 31, 2023 (“Effective Date”).
3. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, Amendment IV, and this Amendment V shall together constitute the Agreement.
4. Unless expressly modified by the terms of this Amendment V, all terms of the Agreement remain in full force and effect.
5. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment V, and that the individual signing this Amendment V on behalf of such Party has been duly authorized to execute this Amendment V on behalf of such Party, and will, by signing this Amendment V on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment V. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment V in order for such Party to authorize, enter into, and perform its obligations under this Amendment V, or that if such approval or consent to this Amendment V is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2024.

TENANT
FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

LANDLORD

By _____
DANIEL SERIMIAN, Property Owner

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By *Bryan Rome* E-Signed by
BRYAN D. ROME, Deputy County Counsel Bryan D. Rome
January 11, 2024