

CITY CLERK



#91-89A1

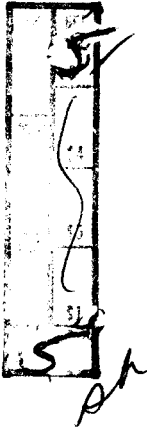
EXHIBIT "A"

FIRST AMENDMENT
TO LEASE NO. 91-89, DATED AUGUST 22, 1991

LESSOR: City of Prescott
A Municipal Corporation
201 South Cortez Street
Prescott, Arizona 86303

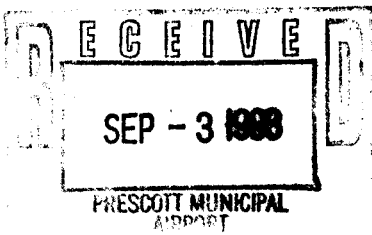
LESSEE: Embry-Riddle Aeronautical University, Inc.
3200 N. Willow Creek Road
Prescott, Arizona 86301

DATE: August 31st, 1993



	INSTRUMENT # 9345677
	OFFICIAL RECORDS OF YAVAPAI COUNTY MARGO W. CARSON
	REQUEST OF: CITY OF PRESCOTT
	DATE: 09/15/93 TIME: 11:15
	FEE: 5.00 SC: PT:
	BOOK 2695 PAGE 946 PAGES: 009

INDEXED &
MICROFILMED



BOOK 2695 PAGE 946

FIRST AMENDMENT
TO LEASE NO. 91-89, DATED AUGUST 22, 1991

For Lessee's granting of certain easements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Prescott, a municipal corporation organized and existing under the laws of Arizona, and Embry-Riddle Aeronautical University, Inc., an Arizona business corporation, mutually agree to supplement and amend the terms of that certain lease made by and between the City of Prescott, as Lessor and, Embry-Riddle Aeronautical University, Inc., as Lessee, on or about August 22, 1991, City Contract No. 91-89, by amending the following provisions thereof:

AGREEMENT

1. (a) Description of Property. Lessor hereby grants to Lessee the exclusive use of that certain property owned by Lessor at Ernest A. Love Field, Prescott, Arizona, described as follows: Parcel Q3C, approximately 4.55 Acres, (See Exhibit "2"), for use as an aircraft parking apron and flight line, subject to the City's right to place utilities under and through the demised premises. In the event that the City places any utilities on the demised premises, it is hereby agreed by and between the parties that any such utilities shall be limited to underground utilities. Furthermore, the City warrants that the property will be restored to its original condition after the installation of any such utilities.

2. Lease Payment; Lease Payment Adjustment; Demand.

(a) Lease Payment. The initial annual lease payment shall be Fifteen Thousand Five Hundred Forty-Nine and 64/100 Dollars (\$15,549.64) per year plus tax. Lessee shall pay to Lessor the sum of One Thousand Two Hundred Ninty-Five and 80/100 Dollars (\$1,295.80) per month plus tax, and a like amount each and every month thereafter, until adjusted as set forth in Paragraph 2(c). Payments shall be due and payable in advance on the first day of each month. Failure to pay the amount of the monthly payment by the twentieth (20th) day of the month in which it is due shall be grounds for termination of this Agreement.

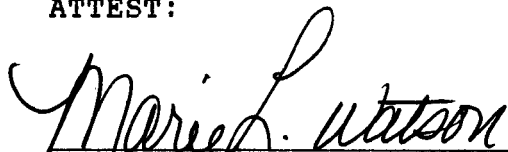
IN WITNESS WHEREOF, this amendment to Lease No. 91-89, dated August 22, 1991, has been executed this 31st day of August, 1993.

LESSOR:


CITY OF PRESCOTT
A Municipal Corporation

By: 
DAITON RUTKOWSKI, Mayor

ATTEST:


MARIE L. WATSON
City Clerk

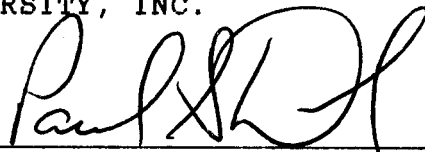
APPROVED AS TO FORM:


JOHN R. MOFFITT
City Attorney

LESSEE:

SEAL

EMBRY-RIDDLE AERONAUTICAL
UNIVERSITY, INC.

By: 
PAUL S. DALY, Vice President
Chancellor


APPROVED
BY THE COUNCIL
City Clerk 
Date 8/24/93
Ord. No. 3120
#91-89A

EXHIBIT 2

413APTO1
PAGE 1 OF 3

All that portion of Section 25, Township 15 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

COMMENCING at the intersection of the southeasterly 750.00 foot setback line of runway 3R / 21L of Earnest A. Love Field and the northeasterly 500.00 foot setback line of runway 11 / 29 of Earnest A. Love Field according to the Results of Survey recorded in Book 10 of Land Surveys, Pages 46 - 50 at the Yavapai County Recorder's Office from which the northeast corner of said Section 25, monumented with a 2 1/2" pipe and cap as shown on said Results of Survey, bears North 42°05'17" East, a distance of 4,342.84 feet;

Thence, South 43°29'14" East, a distance of 146.74 feet, along said 500.00 foot setback line to the most westerly corner of that parcel described in Book 1697 of Official Records, Pages 789 - 811 as EXHIBIT "A" at the Yavapai County Recorder's Office, herein after referred to as Parcel 1, recorded as South 43°30' East, a distance of 146.23 feet;

Thence, continuing South 43°29'14" East, a distance of 35.00 feet, along said 500.00 foot setback line and the southwesterly boundary of said Parcel 1 and the POINT OF BEGINNING.

Thence, South 46°30'59" West, a distance of 118.37 feet;

thence, along a curve to the left, having a chord bearing South 20°12'29" West, a chord length of 22.16 feet, a radius of 25.00 feet, a central angle of 52°37'00" and an arc length of 22.96 feet;

thence, along a curve to the right, having a chord bearing South 20°12'29" West, a chord length of 39.89 feet, a radius of 45.00 feet, a central angle of 52°37'00" and an arc length of 41.33 feet;

thence, South 46°30'59" West, a distance of 60.00 feet to a point of intersection with a line parallel with and 266.00 feet northeasterly, measured perpendicular, of the centerline of said runway 11 / 29;

thence, South 43°29'14" East, a distance of 778.71 feet, along

E.R.A.U. LEASE AREA #2

10 AUGUST, 1993

said parallel line;

thence, North 46°30'59" East, a distance of 234.00 feet, to the most southerly corner of said Parcel 1;

thence, North 43°29'14" West, a distance of 806.21 feet, along the southwesterly boundary of said Parcel 1 to the POINT OF BEGINNING.

Containing 4.27341 acres.

TOGETHER WITH

BEGINNING at the most westerly corner of said Parcel 1.

Thence, South 46°30'59" West, a distance of 234.00 feet, to a point of intersection with a line parallel with and 266.00 feet, measured perpendicular, northeasterly of the existing centerline of said runway 11 - 29;

thence, South 43°29'14" East, a distance of 62.50 feet, along said parallel line;

thence, North 46°30'59" East, a distance of 60.00 feet;

thence, along a curve to the left, having a chord bearing North 20°12'29" East, a chord length of 39.89 feet, a radius of 45.00 feet, a central angle of 52°37'00", and an arc length of 41.33 feet;

thence, along a curve to the right, having a chord bearing North 20°12'29" East, a chord length of 22.16 feet, a radius of 25.00 feet, a central angle of 52°37'00", and an arc length of 22.96 feet;

thence, North 46°30'59" East, a distance of 118.37 feet, to a point of intersection with a line parallel with and 500.00 feet measured perpendicular, northeasterly of the existing centerline of runway 11 -29 and a point of intersection with the southwesterly boundary of Parcel 1;

thence, North 43°29'14" West, a distance of 35.00 feet, along said parallel line and the southwesterly boundary of said

E.R.A.U. LEASE AREA #2

10 AUGUST, 1993

Parcel 1 to the POINT OF BEGINNING.

Containing 0.24544 acres.

Containing an aggregate of 4.51886 acres.

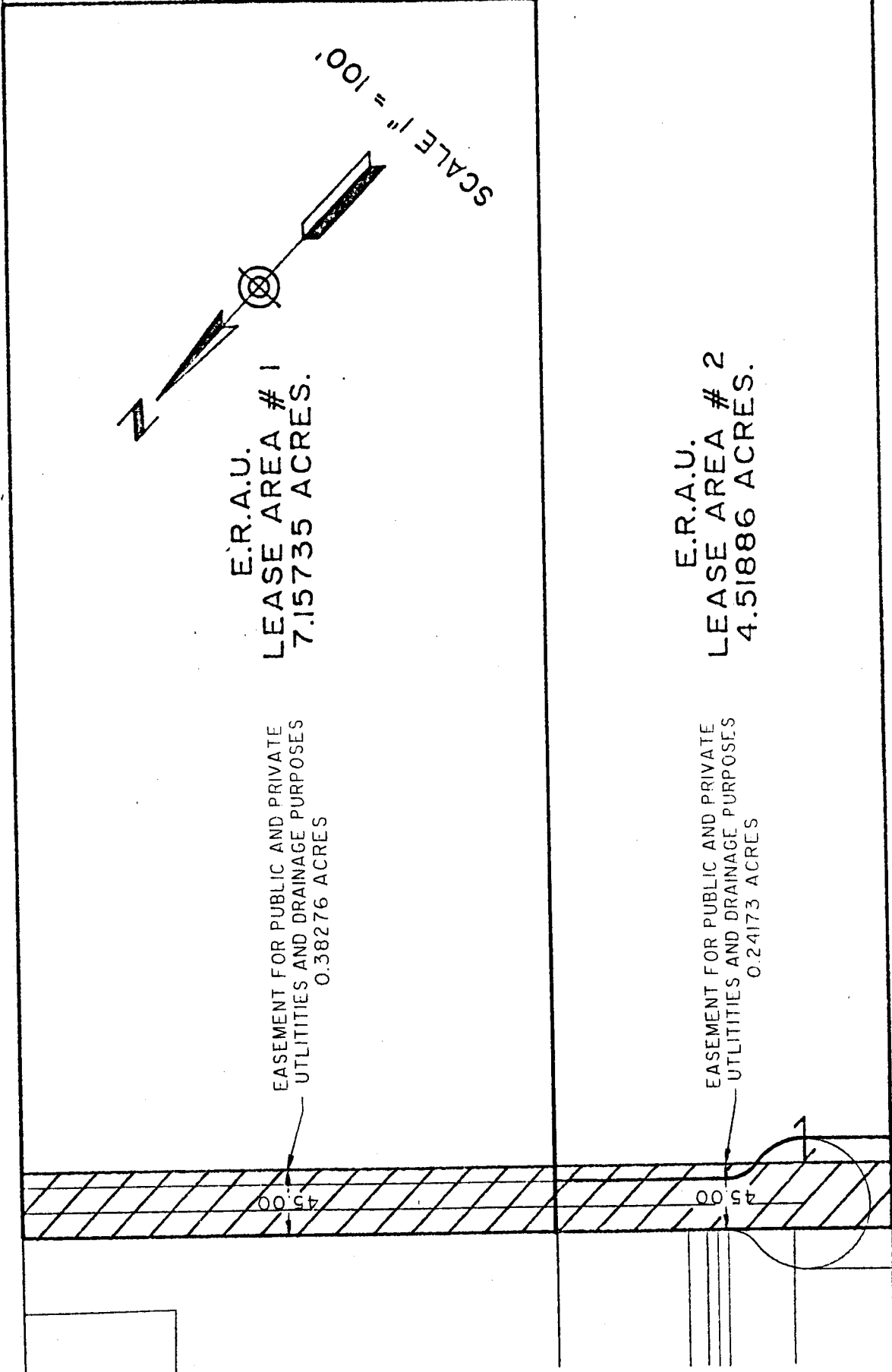
SUBJECT TO

An easement 45.00 feet in width for public and private utilities and drainage purposes described as follows.

The northwesterly 45.00 feet of the aggregate of the above described parcels.

Containing 0.24173 acres.

EXHIBIT



E.R.A.U.
LEASE AREA # 1
7.15735 ACRES.

EASEMENT FOR PUBLIC AND PRIVATE
UTILITIES AND DRAINAGE PURPOSES
0.38276 ACRES

E.R.A.U.
LEASE AREA # 2
4.51886 ACRES.

EASEMENT FOR PUBLIC AND PRIVATE
UTILITIES AND DRAINAGE PURPOSES
0.24173 ACRES

ORDINANCE NO. 3120

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AWARDED A PROPOSAL BY EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC. TO LEASE CERTAIN PROPERTY AT ERNEST A. LOVE FIELD, AMENDING ORDINANCE NUMBER 2263 BY AMENDING A CERTAIN LEASE WITH EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC. WHICH WAS APPROVED THEREIN; AND ACCEPTING AN EASEMENT FROM EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC., FOR A UTILITY EASEMENT ACROSS CERTAIN PROPERTY.

WHEREAS, the City has advertised for proposals to lease certain property at Ernest A. Love Field in accordance with Article VIII of the City Charter; and

WHEREAS, the City wishes to award the proposal for the lease said of said property to the best qualified proposer and enter into a lease with same; and

WHEREAS, the City Council has determined that EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC. has submitted the best qualified proposal for said lease; and

WHEREAS, the City of Prescott approved a certain lease with Embry-Riddle Aeronautical University, Inc. pursuant to Ordinance Number 2263; and

WHEREAS, the City Council does now wish to amend the underlying lease to include the lease of the property to be awarded herein; and

WHEREAS, the City Council of the City of Prescott has determined that an easement, more particularly described in the attached exhibit, is needed by the City for utility purposes; and

WHEREAS, the owners of the property identified in the attached Exhibit have agreed to grant an easement to the City for utility purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the proposal of EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC. for the lease of .25 acres at Ernest A. Love Field is hereby accepted.

SECTION 2. THAT, all other bids and proposals for the foregoing are hereby rejected.

Ordinance No. 3120 - continued:


SECTION 3. THAT, the lease between the City of Prescott and Embry-Riddle Aeronautical University, Inc., as adopted pursuant to Ordinance Number 2263, is hereby amended as set forth in Exhibit "A", attached hereto and make a part hereof.

SECTION 4. THAT, the easements depicted and attached hereto as Exhibit "B" are made a part hereof and are hereby accepted by the City of Prescott.

SECTION 5. THAT, the attached easements are hereby ordered to be recorded in the Office of the Yavapai County Recorder.

SECTION 6. THAT, the Mayor and Staff are hereby authorized to execute any and all documents on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 24 day of AUGUST, 1993.



DAITON RUTKOWSKI, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L. WATSON, City Clerk



JOHN R. MOFFITT, City Attorney