

**AMENDMENT NO. 2 TO LOAN AGREEMENT FOR PROPERTY ACQUISITION  
(1600 Enterprise Drive, City of Lemoore)  
FOR EXTENSION OF TIME TO VACATE 416 N. LEMOORE AVENUE**

This Amendment No. 2 to Loan Agreement for Property Acquisition (“Amendment”) is entered into as of January 7, 2014 (“Effective Date”), by and between the City of Lemoore (“City”), the Successor Agency to the Redevelopment Agency of the City of Lemoore (“Agency”) and Gary V. Burrows, Inc. (“Burrows”) (collectively, the “Parties”) to amend that certain Loan Agreement for Property Acquisition between the Parties dated May 3, 2011 (“Agreement”).

**RECITALS**

WHEREAS, within the terms of the Agreement, Burrows agreed that by December 31, 2013, all of the Burrows Corporations’ business operations would be completely relocated and operational at their relocated and expanded sites and the following relocation activities would be completed regarding the Burrows site located at 416 N. Lemoore Avenue: (1) removal of all tanks, plumbing and related fueling equipment from the site; (2) removal of all structures except for the warehouse and fencing at the site; (3) storage only of nonhazardous materials in the warehouse at the site; (4) removal of any vehicles and/or equipment from the site; (5) the cessation of any storage and transportation of oil, grease and other petroleum products and any other hazardous materials at the site; and (6) maintaining the site free of weeds, debris or litter, until developed pursuant to covenants running with the land agreed upon by the Parties in a separate agreement recorded on the 416 N. Lemoore Avenue site.

WHEREAS, Burrows has indicated that it is awaiting approvals from the state “CARB” division.

WHEREAS, Burrows has requested that the City and the Agency grant a six to twelve-month extension pertaining to items 1 through 5 listed above.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. Amendment. The Agreement is amended and restated in its entirety, as follows:

“Section 10. Relocation of Burrows from Central Lemoore Area. Within one year of the close of escrow and transfer of title of the site to Burrows, Burrows will commence relocation of its business operations out of the central Lemoore area where it is currently located at 416 N. Lemoore Avenue and 40 E Street. The portion of business operations relocated to the site shall be consistent with any CC&Rs recorded on the site. The remaining business operations will be relocated to adjacent sites in close proximity to the Western RV site including the properties located at 1200 S. 19<sup>th</sup> Avenue and 1280 S. 19<sup>th</sup> Avenue. All of the Burrows Corporations’ business operations shall be completely relocated and operational at their relocated and expanded sites no later than June 30, 2014. Also by June 30, 2014, the following relocation activities shall be completed regarding the Burrows site located at 416 N. Lemoore Avenue: (1) removal of all tanks, plumbing and related fueling equipment from the site; (2) removal of all structures except for the warehouse and fencing at the site; (3) storage

only of nonhazardous materials in the warehouse at the site; (4) removal of any vehicles and/or equipment from the site; (5) the cessation of any storage and transportation of oil, grease and other petroleum products and any other hazardous materials at the site; and (6) maintaining the site free of weeds, debris or litter, until developed pursuant to covenants running with the land agreed upon by the Parties in a separate agreement recorded on the 416 N. Lemoore Avenue site.”

2. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all terms defined in the Agreement unless otherwise defined in this Amendment, and the Agreement shall be interpreted so as to give full force and effect to this Amendment.

3. Counterparts. This Amendment may be executed in counterparts and a facsimile signature shall be sufficient to bind each of the Parties, subject to the terms set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date set forth above.

CITY OF LEMOORE

LEMOORE SUCCESSOR AGENCY

By: \_\_\_\_\_  
Jeff Laws, City Manager

By: \_\_\_\_\_  
Jeff Laws, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

GARY V. BURROWS, INC.

BURROWS & CASTADIO, INC.

By: \_\_\_\_\_  
Brian Castadio, President

By: \_\_\_\_\_  
Brian Castadio, President