



**GEORGEANNE A. WHITE**  
CITY MANAGER

November 6, 2024

Terance Frazier, President  
Central Valley Community Sports Foundation  
4000 N. Cedar Avenue  
Fresno, California 93726

1411 L Street, Suite M  
Fresno, California 93721

RE: Three-Day Notice of Termination of Ground Lease for Granite Park

Dear Mr. Frazier:

You are hereby notified that pursuant to Section 20 of that certain Ground Lease, dated December 7, 2015, by and between the City of Fresno (the "City") and CVCSF, as amended by that certain First Amendment to Ground Lease dated October 28, 2016 (collectively, the "Ground Lease"), under which you hold the possession of that certain real property commonly known as Granite Park which has Assessor's Parcel Numbers of 438-022-01T, 438-022-08T, 438-022-11T, 438-022-15T, 438-062-37T, and 438-062-53T, and a street address of 4000 N Cedar Ave, Fresno, CA 93726 (the "Premises"), that your tenancy of the Premises is terminated effective three (3) days from your receipt of this Notice.

In that certain letter from the City to CVCSF dated as of May 17, 2024, you were notified of the several breaches you committed under the Ground Lease, specifically:

1. Failure to pay rent pursuant to Section 3.
2. Failure to pay for the utilities pursuant to Section 4.1.
3. Failure to provide digital billboard revenue pursuant to Section 6.2.
4. Failure to maintain a separate capital reserve account pursuant to Section 6.2.
5. Failure to obtain approvals for concessions sales pursuant to Section 6.3.
6. Failure to make the required improvements to the Premises pursuant to Sections 10.2 and 10.3.

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7. Failure to maintain the Premises and failure to comply with local rules, regulations, and codes pursuant to Section 9.
8. Failure to indemnify the city against losses, liabilities, fines, penalties, forfeitures, costs, and damages arising out of CVCSF's use of the Premises, in violation of Section 17.
9. Granting an unapproved license in violation of Section 4.3.
10. Breach of that certain Declaration of Licenses, Covenants, and Restrictions dated November 19, 2020, by and between GPP II, LLC and the City, pursuant to Section 4.3.

Each of the aforementioned breaches constitute material breaches of the Ground Lease and are grounds for termination under California law and the Ground Lease. Pursuant to Section 20 of the Ground Lease, after receiving a notification from the City, you had ten (10) days to cure the non-payment of rent and thirty (30) days to cure the other non-monetary defaults. The City sent the default letter on May 17, 2024, and you failed to cure any of the defaults, putting you in breach of the Ground Lease and granting the City the immediate right to terminate the Ground Lease and possess the Premises.

You are required to vacate and surrender possession of the premises to the City within three (3) days of receipt of this notice. If you fail to do so, legal proceedings will be initiated against you to recover possession of the premises, damages, costs and attorney fees.

The City expressly reserves all rights and remedies available to it under the Ground Lease, at law, in equity or otherwise.

Sincerely,



Georgeanne A. White  
City Manager

cc: Mr. David L. Emerzian  
Mr. David Weiland  
Mr. James H. Huelskamp  
Mr. Kurt Vote