

## SECOND AMENDMENT TO CROP MAINTENANCE AGREEMENT

(Gless Ranch, Inc.)

THIS SECOND AMENDMENT TO CROP MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") between the CITY OF RIVERSIDE, a municipal corporation ("City"), and GLESS RANCH, INC., a California corporation ("Gless").

### RECITALS

WHEREAS, on March 22, 1999, City and Gless entered into that certain Crop Maintenance Agreement ("Original Agreement") pursuant to which Gless provides farming management and maintenance of certain citrus groves for the City; and

WHEREAS, on May 18, 2021, City and Gless entered into that certain First Amendment to Crop Maintenance Agreement ("First Amendment") to modify the term and to also include the additional groves and the fruit stand; and

WHEREAS, City has been satisfied with Gless' performance under the Original Agreement and First Amendment desires to have Gless continue to provide farming management and maintenance of certain citrus groves and fruit stand for the City as set forth in the Original Agreement and First Amendment; and

WHEREAS, City and Gless desire to amend the Agreement to extend its term for an additional year.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Gless agree as follows:

1. Section 5.1 of the Agreement is hereby amended as follows:

**5.1 Term.** The term of this Agreement shall commence on the Effective Date and shall terminate at 11:59 p.m. on June 30, 2023, unless otherwise terminated earlier as provided herein.

2. All terms and conditions of the Agreement, as amended, not inconsistent with this Second Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Gless have caused this Second Amendment to be duly executed on the day and year first above written.

(Signatures on Following Page)

CITY OF RIVERSIDE, a California charter  
city and municipal corporation

By: \_\_\_\_\_  
Al Zelinka  
City Manager

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

APPROVED AS TO FIRM:

By: Phaedra A. Norton  
Phaedra A. Norton  
City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: Kurt H.  
for Chief Financial Officer/ City Treasurer

GLESS RANCH, INC., a California  
Corporation

By: John Gless  
Name: JOHN GLESS  
Title: PRESIDENT

By: Jason Gless  
Name: JASON GLESS  
Title: ~~SOLE~~ GENERAL COUNSEL