

## **SECOND AMENDMENT TO WATER SALE AGREEMENT**

### **AB BROWN SPORTS COMPLEX**

#### **AMERICAN YOUTH SOCCER ORGANIZATION– REGION 47**

THIS SECOND AMENDMENT TO WATER SALE AGREEMENT (“Second Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and AMERICAN YOUTH SOCCER ORGANIZATION– REGION 47, a California non-profit corporation (“AYSO”), with respect to the following facts:

#### **RECITALS**

WHEREAS, on or about May 26, 2015, City and AYSO entered into a Water Sale Agreement (“Agreement”); and

WHEREAS, on or about June 14, 2016, City and AYSO entered into a First Amendment to Water Sale Agreement (“First Amendment”) extending the term by two years; and

WHEREAS, Agreement will expire on June 30, 2018; and

WHEREAS, City and AYSO desire to extend the term of the Agreement by one year, to June 30, 2019, with an option for two one-year extensions.

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

1. The term of the Agreement is hereby extended by one year, until June 30, 2019. AYSO shall have an option to extend this Agreement for two (2) additional one-year periods. AYSO may exercise such options by (i) sending a written request to the City at least one hundred twenty (120) days prior to the expiration of the then-current term of the Agreement; (ii) providing an accounting of all other use of the property by non-AYSO entities during the preceding year of the Agreement; and (iii) providing an accounting of all funds collected by AYSO from non-AYSO entities for use of the property during the preceding year of the Agreement.

2. Section 9, “Termination,” is amended by adding the following to the end of that section:

“The City may unilaterally terminate this Agreement during either of the optional one-year extension terms of the Agreement by providing one hundred and eighty (180) days written notice to Lessee prior to expiration of either of the extended terms of the Agreement.”

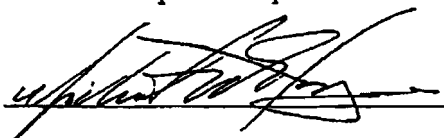
3. All terms and conditions of the Agreement not inconsistent with this Second Amendment shall remain in full force and effect, and are incorporated herein by this reference as if set forth in full.

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

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

AMERICAN YOUTH SOCCER  
ORGANIZATION – REGION 47,  
a California non-profit corporation

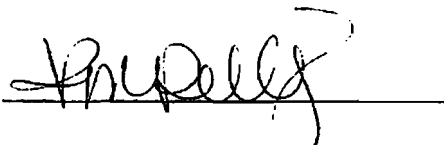
By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

MICHAEL W. HOYER NATIONAL EXECUTIVE  
[Name and Title] DIRECTOR

APPROVED AS TO FORM:

By:  \_\_\_\_\_

By: Susan Wells  
Assistant City Attorney

Terry Kelly Region 47  
[Name and Title] Commissioner