

SECOND AMENDMENT TO LEASE AGREEMENT

AMERICAN YOUTH SOCCER ORGANIZATION – REGION 47

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made and entered into this _____ day of _____, 2018 (“Effective Date”), 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 (“Lessee”), with respect to the following facts:

RECITALS

WHEREAS, on or about May 26, 2015, City and Lessee entered into a Lease Agreement (“Lease”) for a 56.01 acre site on Placentia Lane, generally east of North Main Street and north of Columbia Avenue, Riverside California (“Property”). The Property is being used by Lessee as a soccer athletic facility known as the AB Brown Complex; and

WHEREAS, on or about June 13, 2016, City and Lessee entered into a First Amendment to Lease Agreement extending the term by two years (“First Amendment”); and

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

WHEREAS, City and Lessee desire to amend the Lease to extend the term of the Lease by one year, to June 30, 2019, with two one-year extensions, to require Lessee to comply with all requirements of the Americans with Disabilities Act, to acknowledge that the Lease is nonexclusive and that no subletting of the Property shall be allowed.

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

1. The term of the Lease is hereby extended by one year, until June 30, 2019. Lessee shall have an option to extend the term of the Lease for two (2) additional one-year periods. Lessee 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 Lease; (ii) providing an accounting of all other use of the Property by non-AYSO entities during the preceding year of the Lease; 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 Lease.

2. Compensation for all extended terms of the Agreement shall be Twelve Thousand Dollars (\$12,000) annually.

3. Section 3, “Use of Property” is amended by adding the following:

“(e) The parties agree to work cooperatively to review compliance with all applicable laws. The City shall review the Property for compliance with the Americans with Disabilities Act and expects to complete such review by December 31, 2018. The parties will meet and confer to discuss the results of the City’s review, and required improvements. The parties agree that compliance with the Americans with Disabilities

Act is the obligation of AYSO and that AYSO has committed to spend up to approximately \$40,000.00 for 21 handicapped parking spaces. The cost for any obligations in excess thereof will be subject to further discussions between the parties.

(f) Lessee may from time to time permit the use by other groups of the Property but subject to compliance by such groups with the terms and conditions of this Agreement; and

(g) Lessee shall allow additional uses of the Property during the last week in June, all July and the first three weeks in August by other athletic organizations with a priority given to Riverside based youth athletic organizations at equitable rates to be mutually agreeable by the Scheduling Committee. The use of the Property during this time period shall not relieve or otherwise alter Lessee's maintenance obligations under Section 7 of the Lease, which shall remain in full force and effect."

4. Section 21, "Termination," is amended by adding the following to the end of that section:

"The City may unilaterally terminate the Lease 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."

5. Section 28, "Schedule of Use" shall be amended by adding the following to the end of that section:

"The Scheduling Committee shall meet quarterly to review the uses that AYSO has scheduled for the Property and shall ensure that Riverside based youth organizations shall be given priority for use of the Property either when AYSO is not using the fields or during the time periods noted in Section 3(g) herein."

6. All terms and conditions of the Lease 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.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Lessee have caused this Second Amendment to Lease 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 Wilson
Assistant City Attorney

Terry Kelly Region 47
[Name and Title] Commissioner