

FIRST AMENDMENT TO CROP MAINTENANCE AGREEMENT

(Gless Ranch, Inc.)

THIS FIRST AMENDMENT TO CROP MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 202__ by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and GLESS RANCH, INC., a California corporation ("Gless"), with respect to the following:

RECITALS

A. To further enhance and buffer the California Citrus State Historic Park ("Citrus Park"), City acquired approximately sixty-six (66) acres of citrus-planted land ("City Groves") with the granting of funds under the Wildlife, Coastal and Park Land Conservation Bond Act (Proposition 70) ("Grant"). Such lands must be used by City for a purpose complementary to and compatible with said Citrus Park.

B. City and Gless are parties to that certain Crop Maintenance Agreement dated March 22, 1999 ("Original Agreement"), pursuant to which Gless provides farming and management services for a portion of the City Groves located on parcels legally described as APN 239-190-014 and APN 239-190-015.

C. The Original Agreement has renewed, annually, since the initial term expired on May 31, 1999. Throughout this time, Gless has continued to operate and maintain the City Groves located on parcels legally described as APN 239-190-014 and APN 239-190-015.

D. Gless also currently operates and maintains other portions of the City Groves, legally described as APN 239-190-009, APN 239-190-016, and APN 239-190-017, and operates a fruit stand located on the parcel legally described as APN 239-190-016 ("Fruit Stand"). These parcels were previously subject to agreements that have since expired and are of no further force and effect. These parcels shall hereafter be referred to as the "Additional Groves".

E. In an effort to further the purpose of the Grant and to clarify the Parties' obligations with respect to the Additional Groves and Fruit Stand, the Parties wish to amend the Original Agreement to modify the term and to also include the Additional Groves and the Fruit Stand.

NOW, THEREFORE, in recognition of and incorporating the recitals set forth above, the parties hereto agree as follows:

1. Section 1.2.5, "Existing Groves", is hereby amended as follows:

"1.2.5 'Existing Groves' shall mean and refer to the groves that are shown on the map in Exhibit 'B-1', and more particularly described in Exhibit 'A-1', both which are attached hereto and incorporated herein."

2. Exhibit "A" shall be deleted and replaced with Exhibit "A-1", attached hereto and incorporated herein.

- (e) Gless shall be responsible for the maintenance and the landscaping of the Premises surface and the maintenance of said Premises in an attractive condition.
- (f) Gless agrees to maintain the Premises in a neat and clean condition free of all weeds, trash and refuse, and to keep all structures, signs and any other improvements free of graffiti.
- (g) Gless shall be responsible for supervision and monitoring of all activities on the Premises, control of public access to the Premises at all times, and monitoring and abatement of any nuisance that is caused, or may be caused, by Gless and Gless' use.
- (h) Gless shall be responsible for utility services of any kind to the Premises and shall pay directly for all utilities and services supplied to the Premises, including but not limited to water, electricity, telephone, together with any taxes thereon.
- (i) Gless' use of the Premises and the exercise of rights herein granted shall not in any manner whatsoever interfere with the City's use of the Property.
- (j) If Gless fails to vacate the Premises upon termination of the Agreement, Gless agrees to pay a fee of One Hundred Dollars (\$100.00) per day for each day that Licensee occupies the Premises beyond the termination date as stated in the Agreement."

6. Section 5, TERM; RENEWAL, is hereby amended as follows:

"5. TERM; TERMINATION

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, 2022, unless otherwise terminated earlier as provided herein.

5.2 Termination. Notwithstanding the foregoing, City may terminate this Agreement without cause by giving written notice to Gless not later than sixty (60) days prior to the end of the relevant Crop Year, and Gless may terminate this Agreement without cause by giving written notice to City not later than one hundred twenty (120) days prior to the end of the relevant Crop Year."

7. Section 6.2, Payment to City, is hereby amended as follows:

"6.2 Payment to City. Gless shall pay to City, by check made payable to 'City of Riverside' and mailed to the address set forth in Section 25, the following amounts:

- (a) Fifty percent (50%) of the Existing Groves Net Proceeds, not later than sixty (60) days following the end of the Crop Year; and

IN WITNESS WHEREOF, City and Gless have caused this First Amendment to be executed on the date first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

GLESS RANCH, INC., a California
corporation

By: _____
City Manager

By: John Gless
(Signature)
JOHN GLESS
John Gless president
Name and Title

Attest _____
City Clerk

By: [Signature]
(Signature)
JASON GLESS General Counsel
Name and Title

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]
Deputy City Attorney

EXHIBIT "A-1"
LEGAL DESCRIPTION

Project: Gless Ranch Lease Parcels
APN's: 239-190-014, 230-190-015, 230-190-016,
239-190-017, 230-190-009

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

PARCEL 1 - APN: 239-190-009

Lot 4 in Block 25 3/4 of Arlington Heights as shown by Map on file in Book 11 of Maps at Pages 20 and 21 thereof, Records of San Bernardino County, California.

The above described parcel of land contains 10.009 acres, more or less.

PARCEL 2 - APN: 239-190-014

That portion of Lot 4 in Block 25 of Arlington Heights as shown by Map on file in Book 11 of Maps at Pages 20 and 21 thereof, Records of San Bernardino County, California, described as follows, by metes and bounds:

COMMENCING at the most Southerly corner of said Lot 4;

Thence North 56°00'00" East, along the Northwesterly line of Dufferin Avenue, 237.50 feet to the **POINT OF BEGINNING**;

Thence North 34°00'00" West, 680.25 feet;

Thence North 56°00'00" East, 398.34 feet;

Thence South 34°00'00" East, 528.15 feet;

Thence South 56°00'00" West, 40.35 feet;

Thence South 34°00'00" East, 152.10 feet;

Thence South 56°00'00" West, 358.00 feet to the **POINT OF BEGINNING**;

TOGETHER WITH that portion of the Northwesterly one-half of Dufferin Avenue, adjoining the herein above described property, which was abandoned by resolution of the Council of

EXCEPTING THEREFROM that portion deeded to the City of Riverside by deed recorded March 3, 1972 as Instrument No. 29364 of Official Records of Riverside County, California.

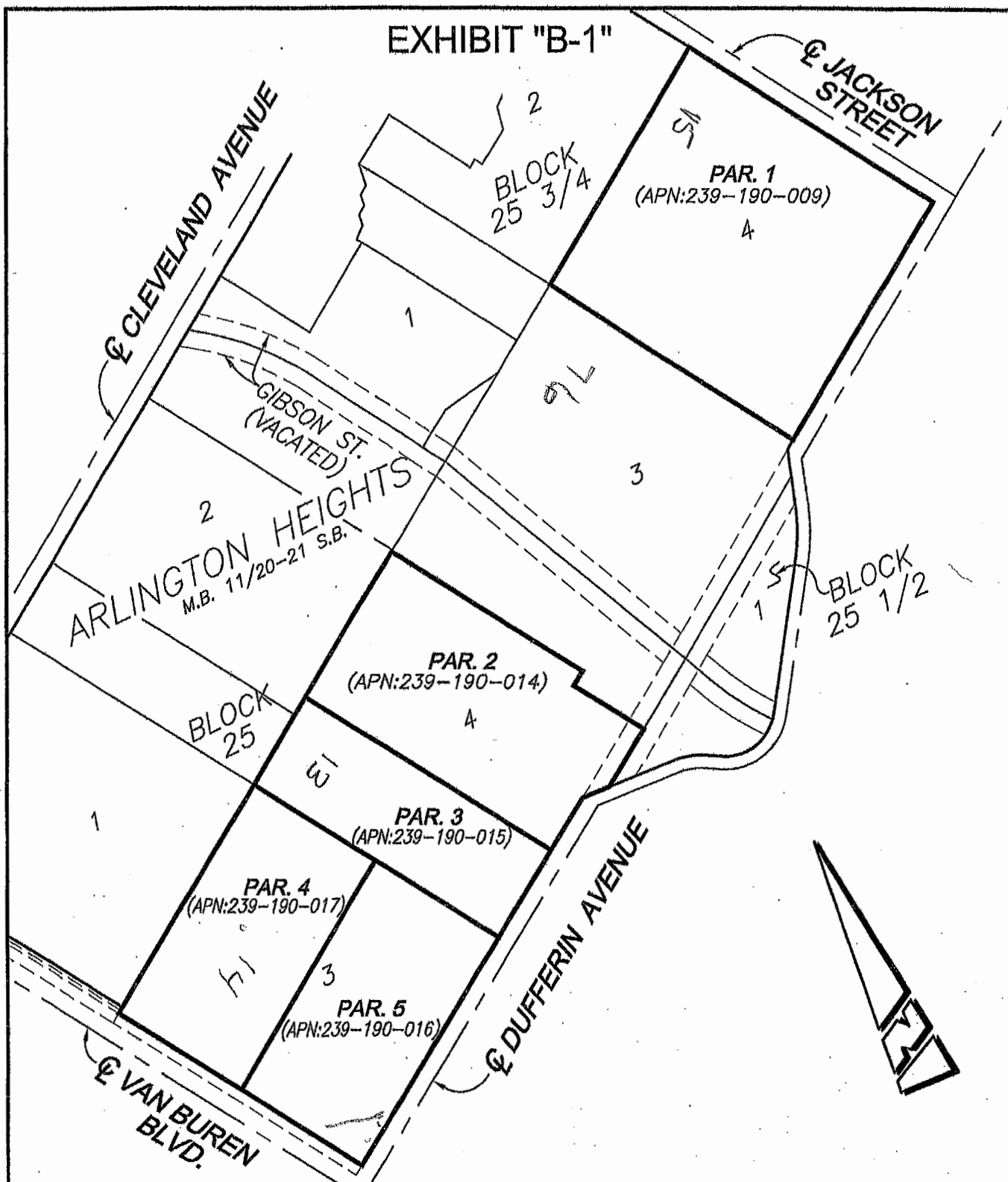
The above described parcel of land contains 4.798 acres, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 10/19/80 Prep. *[Signature]*
Curtis C. Stephens, L.S. 7519 Date



EXHIBIT "B-1"



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

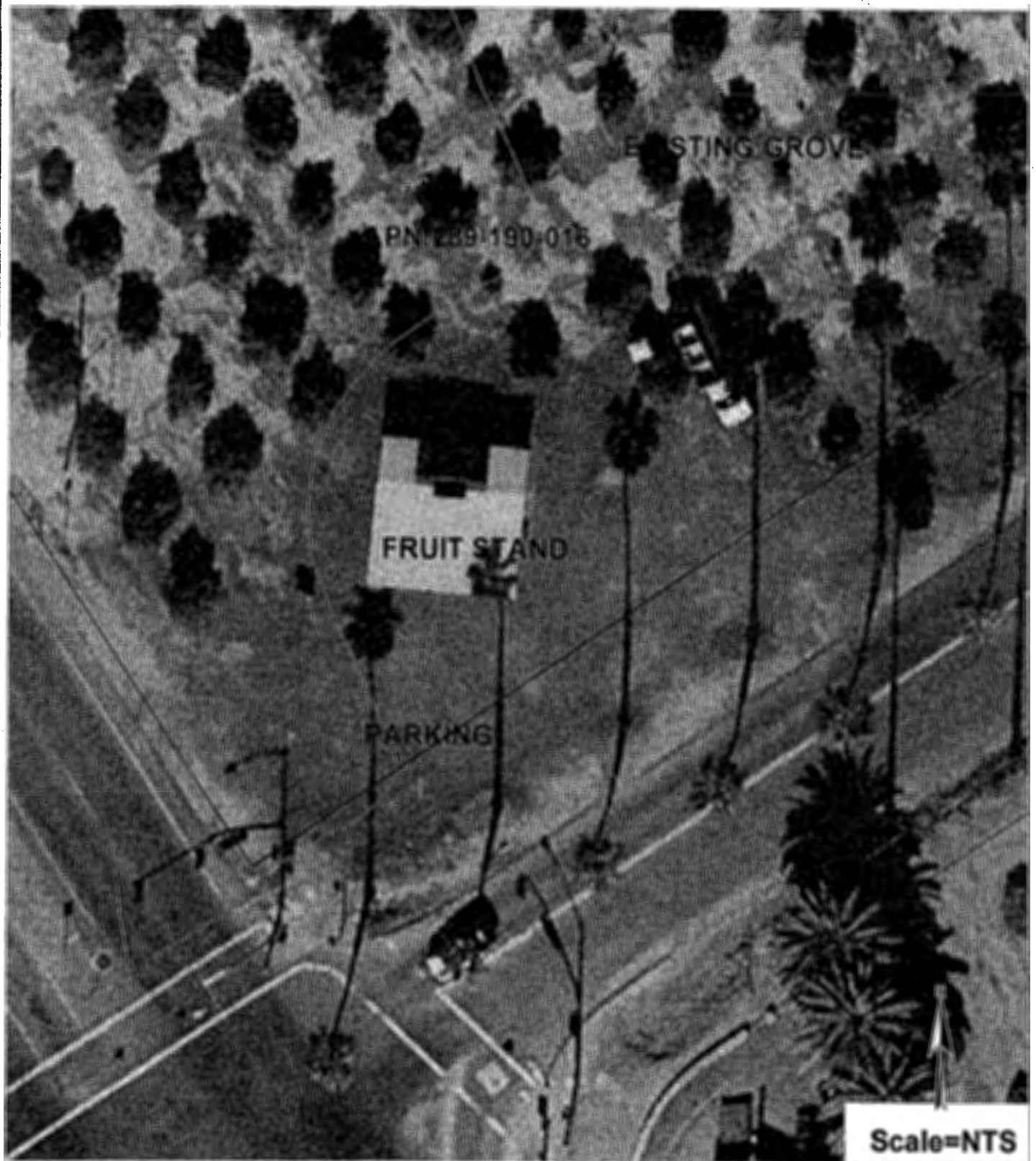
SHEET 1 OF 1

SCALE: 1"=NTS

DRAWN BY: CURT

DATE: 10/14/20

SUBJECT: GLESS RANCH LEASE PARCELS



MAP OF FRUIT STAND (Van Buren Blvd. & Dufferin Ave.)