

**SALINAS SPORTS COMPLEX
LEASE AGREEMENT**

AMENDMENT NO. 1

This Amendment No. 1 to the Lease Agreement (“Amendment”) is made and entered into this ___ day of June, 2014, (“Effective Date”) by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “the City,” and the California Rodeo Association, a California corporation hereinafter referred to as the “Association,” both collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, the City and the Association entered into a Lease Agreement on January 12, 2010 (the “Lease Agreement”), to provide for the Association’s use of portions of property owned by the City commonly referred to as the Salinas Sports Complex; and

WHEREAS, in the Lease Agreement the City and the Association agreed to continue the mutually beneficial public-private partnership between them through which the City has made publicly-owned land available to the Association and the Association has raised funds to develop publicly-accessible recreational facilities in which it hosts community events and activities and provides athletic facilities to the youth of Salinas; and

WHEREAS, the City and the Association desire to amend the Lease Agreement to make additional parking areas available for users of the Sports Complex, particularly during the Big Week period, and to clarify the availability and use of the area commonly referred to as the “RV Park.”

TERMS

Section 1. The following paragraph is hereby added to Section 3.1 of the Lease Agreement:

“The Association agrees to make the RV Park area available for parking throughout the year (except for the ten-day period known as “Big Week”) for users of Tatum’s Garden, Sherwood Park, Sherwood Tennis Center and the Rodeo Little League field. In exchange for the Association’s making the RV Park area available to the City for parking purposes, the City agrees to stripe the area for parking and shall be responsible for any and all losses and damage which occur within the RV Park area when such area is being used by users of Tatum’s Garden, Sherwood Park, Sherwood Tennis Center and the Rodeo Little League field. The Association shall continue to be responsible for any and all losses and damage which occur within the RV Park area during the Big Week period, as otherwise set forth in the Lease Agreement.”

Section 2. The following is hereby added to Section 3.2 of the Lease Agreement:

“The Association’s right to use Area C during the Big Week period shall include the right to use the grass area adjacent to “The Hat in Three Stages of Landing” for parking purposes. As more specifically set forth within this Lease Agreement, the Association shall be responsible for any and all losses and damage which occur within this area during its exclusive use thereof, including any and all damage to “The Hat in Three Stages of Landing.” The Association agrees to erect a fence around “The Hats in Three Stages of Landing,” to provide security within this area during the period of its exclusive use, and to take all reasonable measures to protect the sprinkler system, including covering all sprinkler heads. The Association agrees to aerate and seed the area at the conclusion of its use to restore the grass to at least as good a condition it was in prior to the Association’s exclusive use thereof. The Association understands and acknowledges that the City has entered into a lease agreement with the Millennium Charter High School for its use of portions of Sherwood Hall and the Community Center and agrees to work cooperatively with the Millennium Charter High School to protect the safety of their students and staff during the Association’s exclusive use of this area within Area C.”

Section 3. The following is hereby added as Section 3.5 of the Lease Agreement:

“3.4. Closure of Maryal Drive. The City agrees that Maryal Drive may be closed to public traffic beginning the Monday before the start of “Big Week” activities and continuing through Sunday the last day of “Big Week” activities. The Association shall be responsible for ensuring that all barricades, cones, and other traffic control equipment, as well as signage, are in place to provide notice to the public of the street closure and shall work with the City’s Public Works Department, Salinas Police Department, and Salinas Fire Department to develop a street closure plan. All barricades on City streets at critical intersections shall be staffed by Association personnel.”

Section 4. For and in consideration of the Association’s making the RV Park available for parking use throughout the year by users of Tatum’s Garden, Sherwood Park, Sherwood Tennis Center and the Rodeo Little League field, the Term of the Lease Agreement as set forth in Section 2 of the Lease Agreement shall be reset at a period of fifty (50) years commencing as of the Effective Date of this Amendment No. 1. The Effective Date of this Amendment No. 1 shall be considered the new Commencement Date of the Lease Agreement as set forth in Section 2 thereof.

Section 5. All other terms and conditions of the Lease Agreement not amended herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned as authorized representatives of the City of Salinas and of the California Rodeo Association have entered into this Amendment on the date first written above.

CITY OF SALINAS

Joe Gunter, Mayor

APPROVED AS TO FORM

Christopher A. Callihan, City Attorney

ATTEST:

Patricia M. Barajas, City Clerk

CALIFORNIA RODEO ASSOCIATION

By
President, California Rodeo Association