

**AMENDMENT NO. 2 TO GROUND LEASE AND
SPORTS COMPLEX DEVELOPMENT AGREEMENT**

WHEREAS, the City of Lemoore (hereinafter "City") and the Lemoore Youth sports Foundation (hereinafter "LYSF") have previously entered into a Ground Lease and Sports Complex Development Agreement (the "Agreement") as of October 18, 1995; and

WHEREAS, the City and the LYSF previously amended the Agreement as of April 18, 1996; and

WHEREAS, the City and LYSF desire to further amend the agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the agreement and in this amendment hereby as follows:

1. The Sports Complex (hereinafter "the Complex") use schedule will henceforth include the following City-sponsored yearly events until and unless modified by future amendments:
 - A. The last weekend in January will have an Adult Flag Football Tournament.
 - B. The third weekend in June will have both a Youth Football Camp and a Cheerleader Camp.
 - C. During the four-weekend long period including the last two complete weekends in July and the first two weekends in August will be reserved for a Wiffleball Tournament, Adult Soccer Tournament, Jazz Festival, or similar event. If these scheduled events will not occur, the City will notify the LYSF with as much advance notice as possible in order to accommodate LYSF use the Complex during this period.
 - D. A "weekend" will begin at 7:00 am on Saturday and end at dusk on Sunday.
2. The LYSF will inform the City of Lemoore with as much advance notice as possible if any other dates for use become available to allow for advanced scheduling of events at the Complex.
3. The May monthly meeting of the LYSF will include a session with the City to serve as the annual meeting of City Parks and Recreation and the LYSF, during which scheduling of the Complex and other issues that may arise will be discussed as necessary.
4. At any City-sponsored Adult event at the Complex, the City will have the exclusive option to serve alcohol.
5. The LYSF will have the exclusive option of collecting customary parking fees for any event at the Complex.

6. Concessions provided at the Complex for City-sponsored events will be the sole responsibility, and for the exclusive benefit, of the City.
7. The City will clean the Complex and repair any damage to the Complex that may have been caused during any City-sponsored event as needed promptly after the City-sponsored event to return the Complex its pre-event condition .
8. The City will have access to the Complex to promote upcoming City-sponsored events/activities, and the LYSF will have access to the Recreation area of the City's Cinnamon Municipal Complex during normal hours of operation to promote upcoming LYSF-sponsored events/activities.
9. In all other respects, the Ground Lease and Sports Complex Development Agreement of October 18, 1995, will remain in full force and effect.
10. In consideration of the above, the City will make a one-time payment of \$7,000 to the LYSF within 30 days of the execution of this amendment.

DATED: _____

CITY OF LEMOORE

BY _____

Jeff Briltz, City Manager

DATED: _____

LEMOORE YOUTH SPORTS FOUNDATION

BY _____

Title: _____