

**ASSIGNMENT AND THIRD AMENDMENT OF AGREEMENT BETWEEN
THE CITY OF TIGARD AND ATFALATI RECREATION DISTRICT, INC**

THIS ASSIGNMENT AND THIRD AMENDMENT is made effective the ^{12th} day of ^{May} ~~August~~, 2010, by and between the City of Tigard an Oregon municipal corporation (the "City"), and Southside Soccer, previously known as Tigard Soccer Club, ("Southside"), and Tigard Little League ("Tigard LL"), previously known together as Atfalati Recreation District, Inc., an Oregon nonprofit corporation ("ARD"), collectively known as the "Parties", pursuant to that certain agreement between the City and ARD dated February 2, 1998, as amended by the parties effective April 22, 2003 (the "Agreement").

RECITALS

- A. The Agreement sets forth the respective rights and obligations of the parties with regard to the Gray/Lamb Cook Park Addition (the "Property").
- B. The Parties amended the Agreement related to the Property, on April 22, 2003.
- C. ARD has ceased to exist, but its members Southside Soccer and Tigard LL, are acknowledged in the Agreement as Parties thereto.
- D. The City, Southside, and Tigard LL desire that Southside and Tigard LL assume ARD's rights and responsibilities under the Agreement, pursuant to the Agreement Section 16. Entire Agreement, and Section 18. Anti-Assignment, both sections of which required prior written authorization for assignment.
- E. The Parties wish to amend Section 15. Ten Year Review and Termination of Agreement, and Section 4. Goals of the Agreement.
- F. By this Assignment, the Parties consent to assign to, and Southside and Tigard LL ("Assignees") consents to accept, ARD rights and responsibilities under the Agreement, and to amend Section 15 and Section 4 of the Agreement, as set forth below.

ASSIGNMENT AND THIRD AMENDMENT

1. ARD hereby assigns to Southside and Tigard LL all of its rights and responsibilities under the Agreement, including but not limited to all control, use, financial and other rights and responsibilities related to the Property as set forth in the Agreement.
2. The provisions of this Assignment supercede and take precedence over any and all inconsistent provisions of the Agreement. Except as assigned hereby and herein, the Agreement is restated and reaffirmed by the Parties hereto.
3. Section 15 is hereby amended as follows:
"Section 15. Termination. This Agreement shall be extended to October 1, 2008, and shall automatically renew each year unless one or all of the Parties provides in writing six months prior to October 1 of each year, their intent to withdraw from or modify this Agreement."

4. Section 4 is hereby amended as follows:

“Section 4. Goals.

g. To work together to develop operating parameters for the use of the Property facilities.”

IN WITNESS WHEREOF, this Assignment and Third Amendment has been executed and made effective by the Parties as of the date first written above.

Tigard LL:
CITY OF TIGARD:

Jeanine Williams
By: [Signature]
Its: President of Tigard Little League

SOUTHSIDE:

Paul Stover
By: [Signature]
Its: Director of Leaching

City of Tigard:
TIGARD LL:

DENNIS KOELLERMEIER
By: [Signature]
Its: PUBLIC WORKS DIRECTOR